

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

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 28, 2024 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

- 1. COUNCIL-MANAGER BRIEFING**
 - A. 6:00 PM - Cannabis Legislative Update
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**

Councilmember Adam Kraft
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS**
- 8. CITIZEN COMMENTS**
- 9. COUNCIL REPORTS**
- 10. PUBLIC HEARING(S)**

None.
- 11. APPROVAL OF MINUTES**

- a. Regular Meeting held May 13, 2024

12. OLD BUSINESS

None.

13. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES

City Manager Scott Timmer - Report

Councilmember Matt Davidson

1. Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Professional NDE Services Group, LLC and Koehler Properties, LLC, to include an expansion of its campus located on Port Union Road and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to execute a Development Agreement with Blaze Properties Fairfield LLC, and any and all documents necessary to carryout the purposes thereof, relative to the redevelopment of 7051 and 7075 Dixie Highway in the Route 4 corridor, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to execute a Development Agreement with Number One 1688, LLC relative to facade improvements at 5104-06 Pleasant Avenue within Fairfield's Town Center area, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing grants totaling \$3,300,000 to be made to the Community Improvement Corporation of Fairfield for public purposes, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PUBLIC SAFETY

Councilmember Dale Paullus

1. Simple Motion: Motion to/not request a hearing regarding a liquor permit application in the name of Philo-Kitchen Limited dba Wado African Restaurant & Bar, 6600 T Dixie Highway, Fairfield, OH 45014 (Permit Class D1 & D2).

C. PUBLIC WORKS

City Manager Scott Timmer - Report

Councilmember Adam Kraft

1. Ordinance to authorize the City Manager to enter into a contract with Fishbeck for improvement design for the Fairfield Extension of the Great Miami River Trail (GMRT) and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to execute and file the Electric Vehicle Charging Station Grant Application and Agreement through OKI for multiple public locations and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. FINANCE & BUDGET

City Manager Scott Timmer - Report

Councilmember Gwen Brill

1. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”
Contractual Appropriations: \$230,000 for redevelopment at 7051/7075 Dixie Highway; \$290,000 for improvement design of Fairfield extension of Great Miami River Trail; \$3,300,000 for Community Improvement Corporation grants.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December

31, 2024.”

Non-Contractual Appropriations: \$23,000 for Wastewater Division Grit Collector Rehab; \$38,400 for Water Division Chemical Feed Improvement Integration; \$45,000 for Fire Truck outfitting; \$4,630 for Analog Call Station Emergency Phone for Harbin Park; \$52,887 for Ventrac 4520 Tractor for Golf Maintenance; \$73,751 for GMC Sierra 2500 for Fire Department; \$20,000 for 5104-5106 Pleasant Avenue improvements.

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

14. MEETING SCHEDULE

- A. Monday, June 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, July 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, August 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

15. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

16. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
May 13, 2024**

Council-Manager Briefing

Town Center Placemaking

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft and Gwen Brill.

Staff members present: Scott Timmer, Alisha Wilson, Steve Wolterman, Greg Kathman, Nathaniel Kaelin, Erin Lynn, Mandi Brock, Steve Maynard, Tom Lakamp, Chris Hacker, Laurie Murphy, Adam Sackenheim and Ben Mann.

Development Services Director Greg Kathman and Economic Development Manager Nathaniel Kaelin, along with Designing Local, presented the draft plan for Town Center Placemaking. 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 Debbie Pennington led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Councilmember Paullus, seconded by Councilmember Kraft, moved to excuse Councilmembers Meyers and Davidson. Motion carried 5-0.

Agenda Modifications

None.

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Executive Session Requests

Councilmember Brill, seconded by Councilmember Paullus, moved for Executive Session to discuss confidential information related to requests for economic development assistance and pending or imminent litigation. Roll call vote. Motion carried 5-0.

Special Presentations

Solid Waste Management Plan Update

Anne Fieher-Flaig, Butler County Solid Waste Director, presented the 5 year update on the Solid Waste Management Plan that has been submitted for approval. See attached slides.

Citizen Comments

Council Reports

Councilmember Kraft updated regarding the ongoing construction season and road projects within the City.

Councilmember Pennington updated regarding the fire hydrant flushing program that is continuing and will be completed by May 23.

Councilmember Paullus congratulated Lt. Ressler on his recent graduation from college.

Councilmember Besl announced the opening of the Farmer's Market and the Red's viewing on Wednesday. The Peach Truck will also visit several times this summer and orders can be submitted on their website.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of April 22, 2024 were approved as written and submitted.

OLD BUSINESS

Development Services

Councilmember Matt Davidson

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept and final development plan for the Optimized Senior Living Planned Unit Development on approximately 5.6 acres of land on three parcels located at 6131 and 6151 River Road.

Recommendation:

It is recommended that City Council have the first reading on this item at the March 25, 2024 meeting, set the joint public hearing for April 8, and await the written recommendation from the Planning Commission.

Councilmember Kraft presented the third reading of this ordinance.

Mayor Rhodus thanked Planning Commission for their due diligence on the project.

ORDINANCE NO. 56-24. APPROVED 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

NEW BUSINESS

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

Development Services

City Manager Scott Timmer - Report

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Debbie Pennington, Councilmember, 3rd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing the conveyance of properties at 5110 and 5139 Pleasant Avenue to the Community Improvement Corporation of Fairfield, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 57-24. APPROVED 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Parks, Recreation and Environment

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

City Manager Scott Timmer - Report

Councilmember Leslie Besl

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Leslie Besl, Councilmember, 1st Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Ordinance to amend Chapter 164, Section 164.02 of Ordinance 166-84 , the Codified Ordinances of Fairfield, Ohio relative to Cultural Arts Advisory Commission and declaring an emergency.

Recommendation:

It is recommended that City Council adopt an ordinance to amend Chapter 164, Section 164.02 to update the duties and functions of the Cultural Arts Advisory Commission. Suspension of the rules is requested so that the amendment will be effective to the committee by May 20, 2024.

ORDINANCE NO. 58-24. APPROVED 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Besl, Councilmember, 1st Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Public Utilities

City Manager Scott Timmer - Report

Councilmember Debbie Pennington

Motion to Suspend Second and Third Readings

Councilmember Pennington presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Debbie Pennington, Councilmember, 3rd Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Ordinance to authorize the City Manager to enter into a Master Supply Agreement with Interstate Gas Supply, Inc. d/b/a IGS Energy for competitive retail electric service and electric power for all municipal facilities and lights, except the City's Wastewater Treatment Plant, from January 2025 to December 2027 and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to execute and enter into a

Master Supply Agreement with IGS Energy for competitive retail electric service and electric power for all municipal facilities and lights, except the City's Wastewater Treatment Plant, from January 2025 to December 2027.

ORDINANCE NO. 59-24. APPROVED 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Debbie Pennington, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Motion to Suspend Second and Third Readings

Councilmember Pennington presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Debbie Pennington, Councilmember, 3rd Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Ordinance to authorize the City Manager to enter into a Master Supply Agreement with Interstate Gas Supply, Inc. d/b/a IGS Energy for competitive retail electric service and electric power for the City's Wastewater Treatment Plant, from January 2025 to December 2025 and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to execute and enter into a Master Supply Agreement with IGS Energy for competitive retail electric service and electric power for the City's Wastewater Treatment Plant, from January 2025 to December 2025.

ORDINANCE NO. 60-24. APPROVED 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Debbie Pennington, Councilmember, 3rd Ward
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Public Works

City Manager Scott Timmer - Report

Councilmember Adam Kraft

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this resolution.

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

RESULT: CARRIED [UNANIMOUS]
MOVER: Adam Kraft, Councilmember, 4th Ward
SECONDER: Debbie Pennington, Councilmember, 3rd Ward
AYES: Brill, Besl, Paullus, Pennington, Kraft
EXCUSED: Meyers, Davidson

Resolution approving the 2025 Butler County Solid Waste Management Plan

Recommendation:

Staff recommends that City Council consider for approval the update to the 2025-2040 Butler County Solid Waste Management Plan.

RESOLUTION NO. 7-24. APPROVED 5-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Kraft, Councilmember, 4th Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Brill, Besl, Paullus, Pennington, Kraft
EXCUSED: Meyers, Davidson

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Adam Kraft, Councilmember, 4th Ward
SECONDER: Debbie Pennington, Councilmember, 3rd Ward
AYES: Brill, Besl, Paullus, Pennington, Kraft
EXCUSED: Meyers, Davidson

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 185 SD single axle truck cab and chassis for the Street 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 \$110,000 from the Capital Improvement Fund for the purchase of a Freightliner 185 SD single axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with FYDA Freightliner Cincinnati Inc., for the purchase of this unit.

ORDINANCE NO. 61-24. APPROVED 5-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Kraft, Councilmember, 4th Ward
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Brill, Besl, Paullus, Pennington, Kraft
EXCUSED: Meyers, Davidson

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Councilmember Kraft presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Debbie Pennington, Councilmember, 3rd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Ordinance to authorize the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a Freightliner 108 SD for the Street Division and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$150,000 from the Capital Improvement Fund for the outfitting of a Freightliner 108 SD with a Monroe 12' stainless steel dump body, snow plow hitch, salt spreader, emergency lighting, and hydraulics to be used by the Street Division. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment, Columbus City, Indiana for the purchase of this equipment.

ORDINANCE NO. 62-24. APPROVED 5-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Adam Kraft, Councilmember, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Brill, Besl, Paullus, Pennington, Kraft
EXCUSED:	Meyers, Davidson

Ordinance to authorize the City Manager to enter into a contract with Neyra Paving for construction of a sidewalk along west side of Route 4 (between Camelot and Nilles) and declaring an emergency.

Recommendation:

It is recommended that funding be appropriated in the amount of \$250,300.00 as described in the financial impact section for the proposed sidewalk project. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a construction contract with Neyra Paving for this project.

ORDINANCE NO. 63-24. APPROVED 5-0.

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Adam Kraft, Councilmember, 4th Ward
SECONDER: Debbie Pennington, Councilmember, 3rd Ward
AYES: Brill, Besl, Paullus, Pennington, Kraft
EXCUSED: Meyers, Davidson

Finance & Budget

City Manager Scott Timmer - Report

Councilmember Gwen Brill

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gwen Brill, Councilmember, At-Large
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Brill, Besl, Paullus, Pennington, Kraft
EXCUSED: Meyers, Davidson

Ordinance to authorize the City Manager to accept and execute an agreement and all related documents with the Board of County Commissioner's of Butler County, Ohio for Federal Recovery Funds of the American Rescue Plan Act of 2021 (ARPA) and declaring an emergency.

ORDINANCE NO. 64-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024."

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. 65-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

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. 66-24. APPROVED 5-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Tuesday, May 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, June 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, July 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:50 PM.

16. ADJOURNMENT

The Regular Meeting adjourned at 8:55 PM.

ATTEST:

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Clerk of Council

Mayor's Approval

Date Approved_____



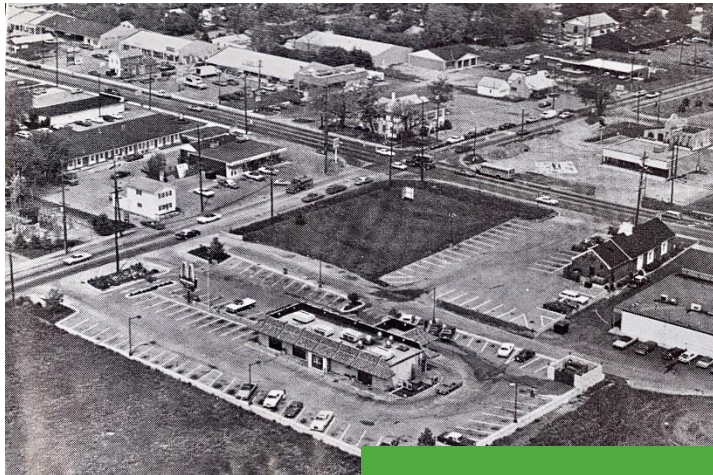
Town Center Placemaking Strategy

Council-Manager Briefing
May 13, 2024

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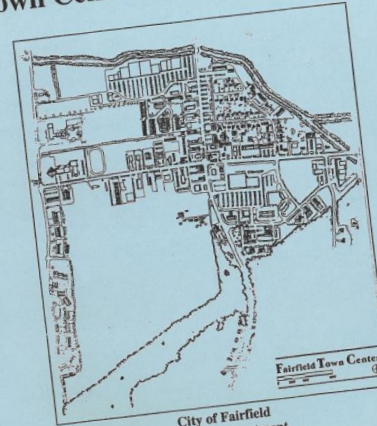


Symmes Corner



Downtown

City of Fairfield Town Center Development Plan



City of Fairfield
Planning Department
Adopted June 1993
Revised March 1996

Town Center



Village Green

Ongoing City Efforts

- Redevelopment
- DORA
- Connectivity
- Rebranding



Placemaking is the process of creating quality places in which people want to live, work, play, and learn.





FAIRFIELD TOWN CENTER
PLACEMAKING STRATEGY

Summer 2024

PROJECT SUMMARY

- Project Background
- Project Process
- Vision Statement
- Planning Goals
- Placemaking Phases

URBAN DESIGN & PLACEMAKING

- Signage
- Tactical Placemaking
- Creative Placemaking
- Public Art
- Development Opportunities
- Park Opportunities

NEXT STEPS

- Project Implementation Phasing
- Project Next Steps



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



VISION FOR THE TOWN CENTER

***THROUGH IMPLEMENTATION OF
THIS STRATEGY THE TOWN CENTER
WILL BECOME...***

***THE VIBRANT HEART OF OUR
COMMUNITY AND A CENTER OF
COMMERCE, WHERE RESIDENTS
OF ALL AGES AND BACKGROUNDS
GATHER, CONNECT, AND
CREATE LASTING MEMORIES
IN A WELCOMING AND LIVELY
ENVIRONMENT.***

PLACEMAKING STRATEGY GOALS

IMPROVE

Enhance existing places and spaces to better fit their purpose and create greater utility for the public.

ACTIVATE

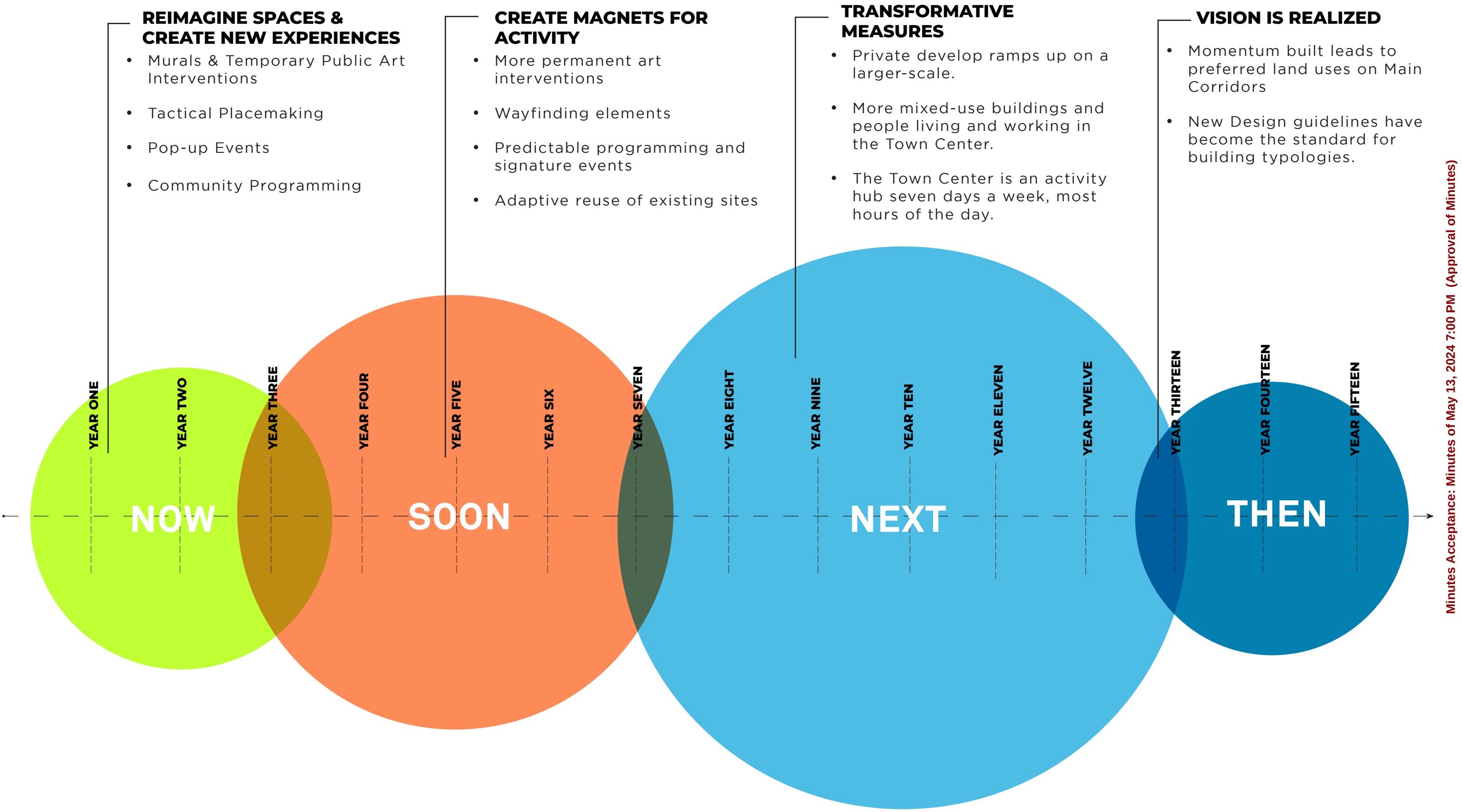
Drive activity to the Town Center through vibrant art, creative placemaking elements, and new experiences that drive connection to place.

INVITE

Establish city branding in the Town Center through signage that is strategically placed and welcomes and invites residents and visitors explore all Fairfield has to offer.



PLACEMAKING PHASES





NOW



WHAT

- Murals & Temporary Public Art Interventions
- Tactical Placemaking
- Pop-up Events
- Community Programming

WHY

- Identify needs and community desires.
- Change the perception of what existing spaces can be.
- Drive traffic to underutilized spaces.

WHEN

Immediately





WHAT

- More permanent art interventions
- Wayfinding elements
- Predictable programming and signature events
- Adaptive reuse of existing sites

WHY

- Create magnets of activity in the Town Center.
- Breathe new life into commercial and retail spaces.
- Develop an identity for the Town Center that is apparent in both the built environment and programming.

WHEN

2-5 years

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



NEXT



WHAT

- Private development ramps up on a larger-scale.
- More mixed-use buildings and people living and working in the Town Center.
- The Town Center is an activity hub seven days a week, most hours of the day.

WHY

- Development attracts more development.
- The value of the Town Center is realized.
- The Town Center is the first thing people think of when it comes to living, working, and enjoying in Fairfield.

WHEN

10-15 years



THEN



WHAT

- Momentum built leads to preferred land uses on Main Corridors
- New Design guidelines have become the standard for building typologies.

VISION

The Town Center is the vibrant heart of our community, where residents of all ages and backgrounds gather, connect, and create lasting memories in a welcoming and lively environment.

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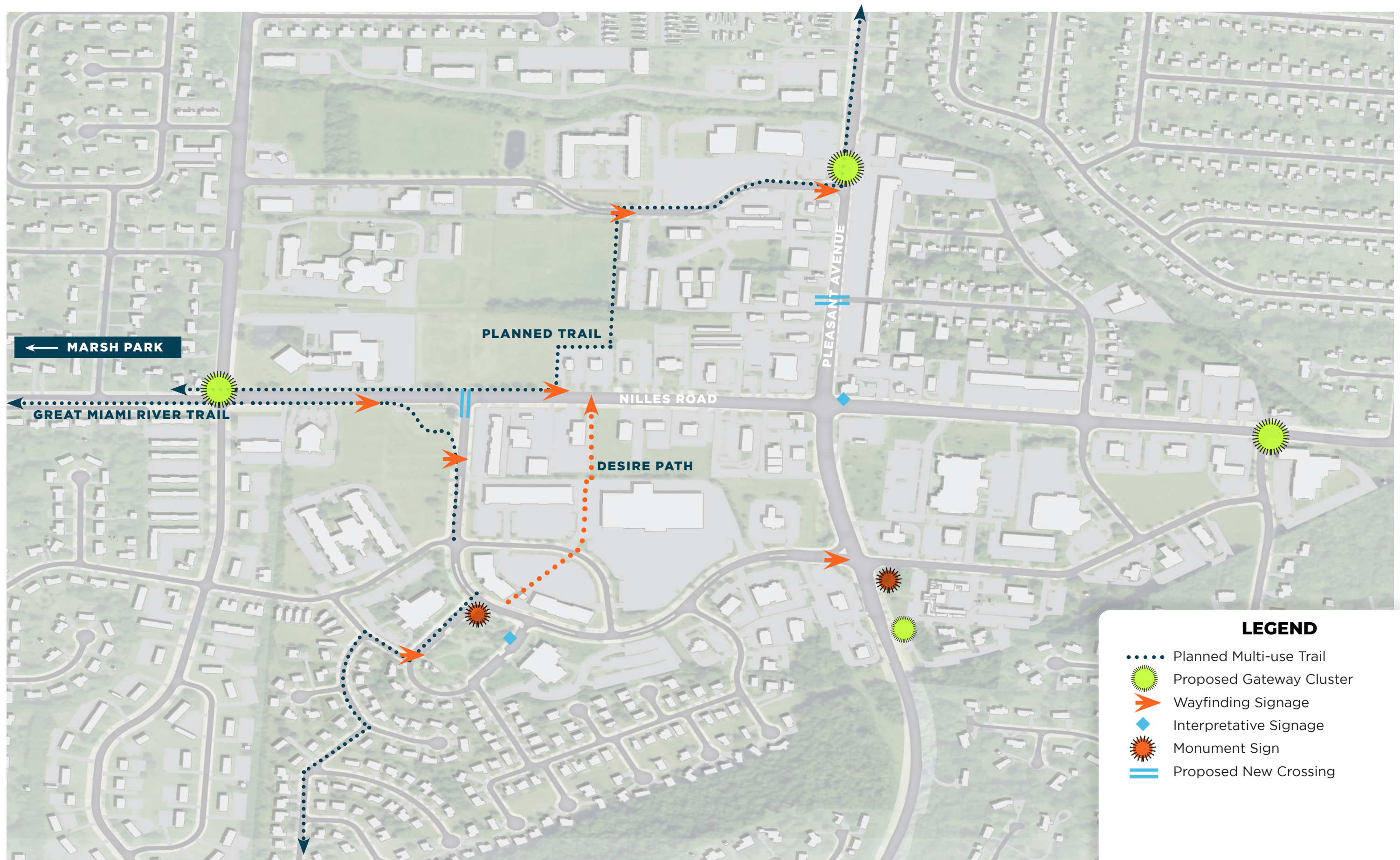
SECTION 1

SIGNAGE

Signage can be both utilitarian, as it serves the purpose of identifying places, amenities, and providing direction but also can be utilized to strategically reinforce a city’s brand identity.



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



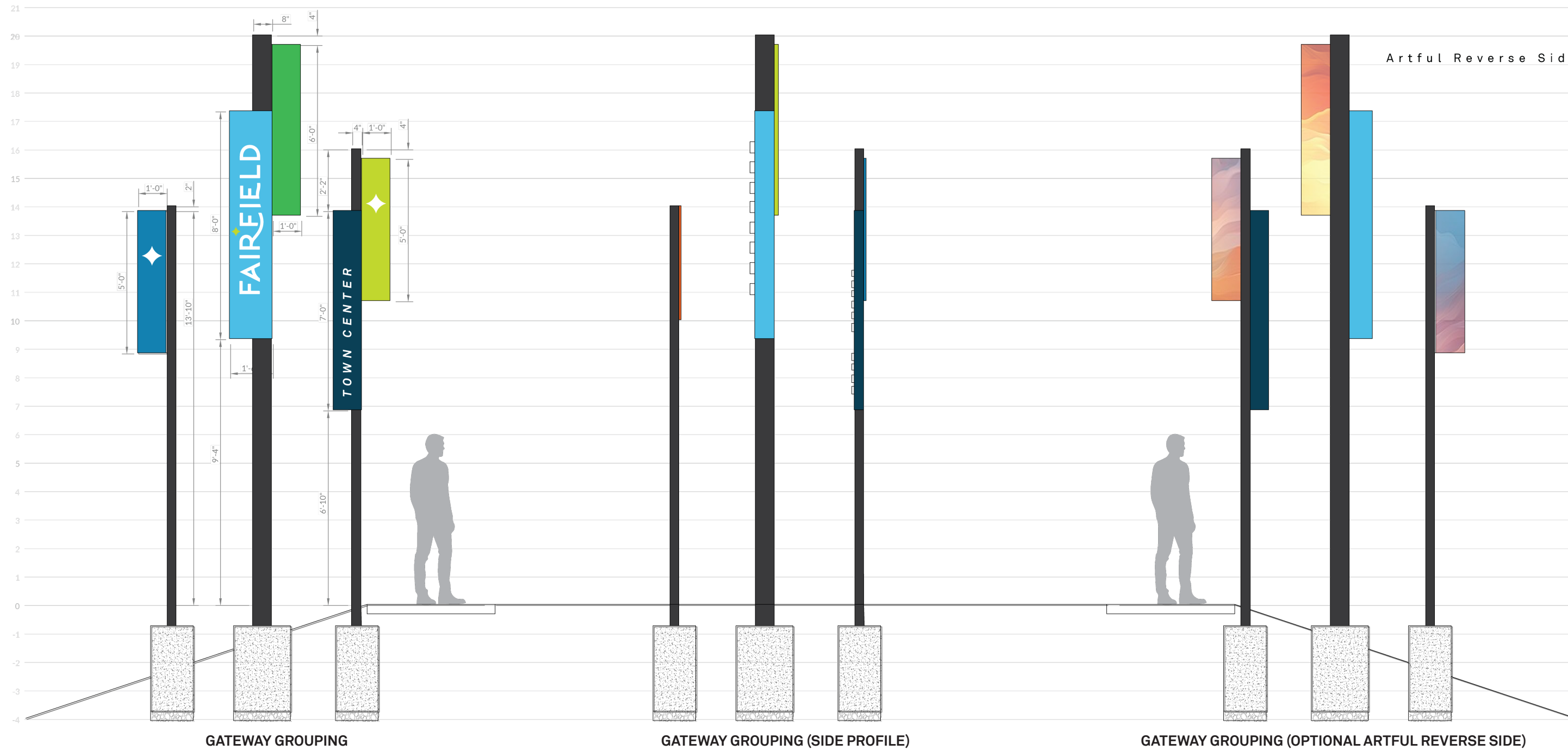
LEGEND

- Planned Multi-use Trail
- ☀ Proposed Gateway Cluster
- ➡ Wayfinding Signage
- ◆ Interpretative Signage
- ☀ Monument Sign
- == Proposed New Crossing

GATEWAY SIGNAGE

Gateway signs should be placed in highly visible locations entering the Town Center along Nilles and Pleasant roads.

ARTFUL REVERSE OPTION

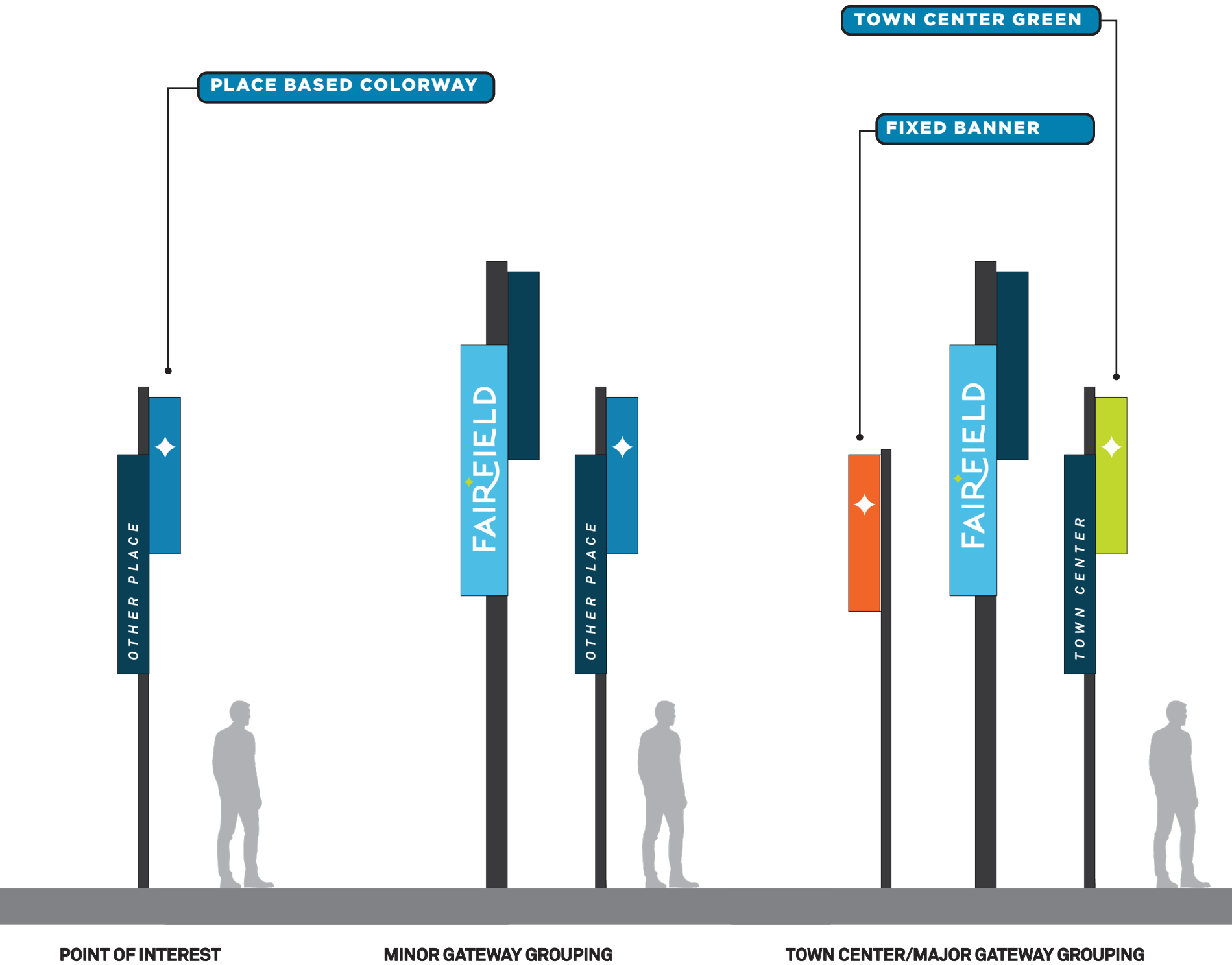


GATEWAY CONFIGURATIONS

The proposed gateway signage design provides a modular aspect that can help to specify place-based identities around town.

As the central heart of Fairfield, the major gateway grouping should be used. The gateway cluster should be large enough in scale to be easily visible from passing traffic that is moving at a high rate of speed with the primary brand colors that represent the city brand identity.

A place based colorway should be utilized to indicate the Town Center, this proposed color is the Fairfield Bright Green. A fixed banner that further exemplifies the Town Center identity should also be used, pulling together the core Fairfield color palette into one significant grouping of signage.



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



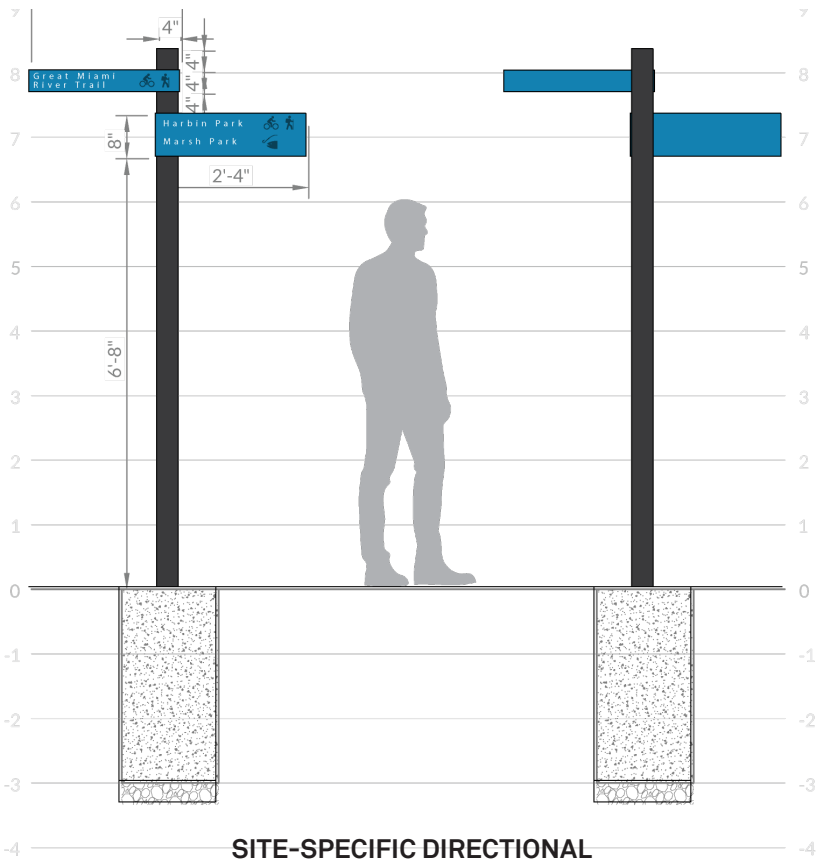
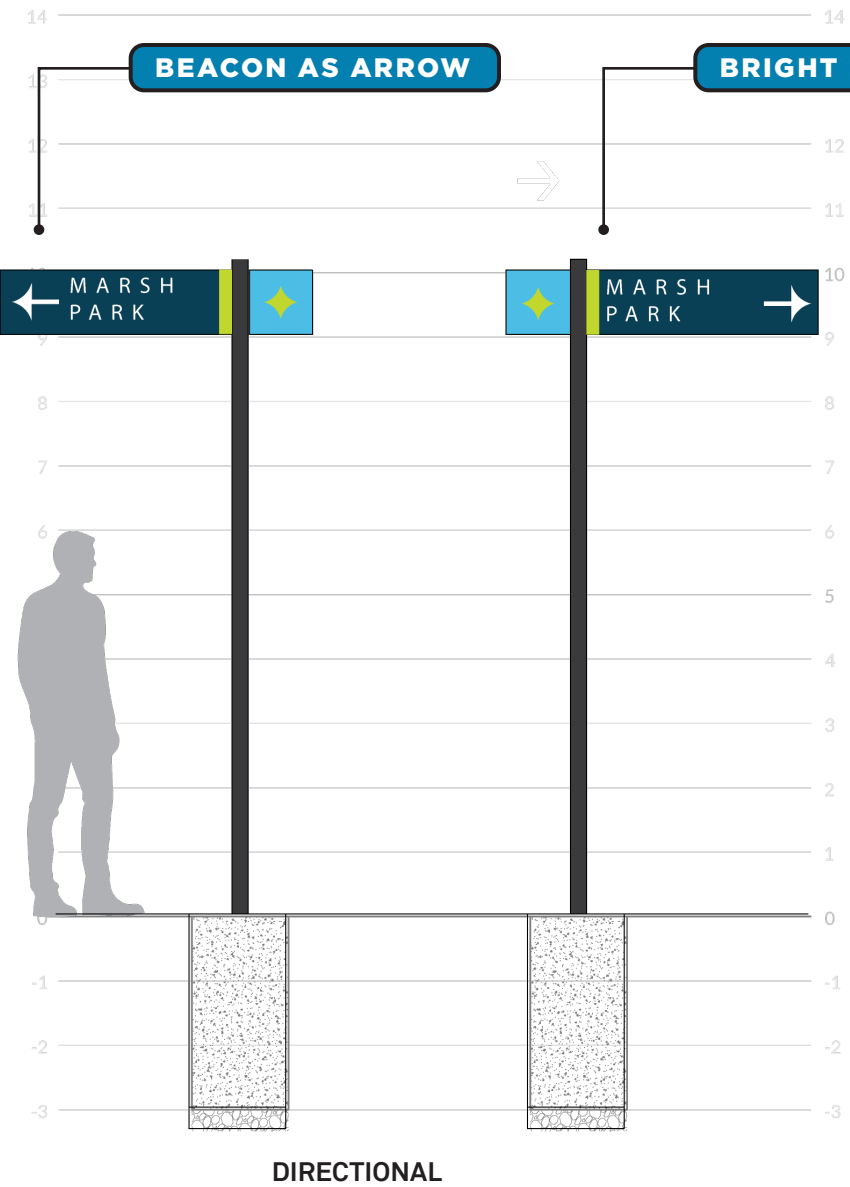
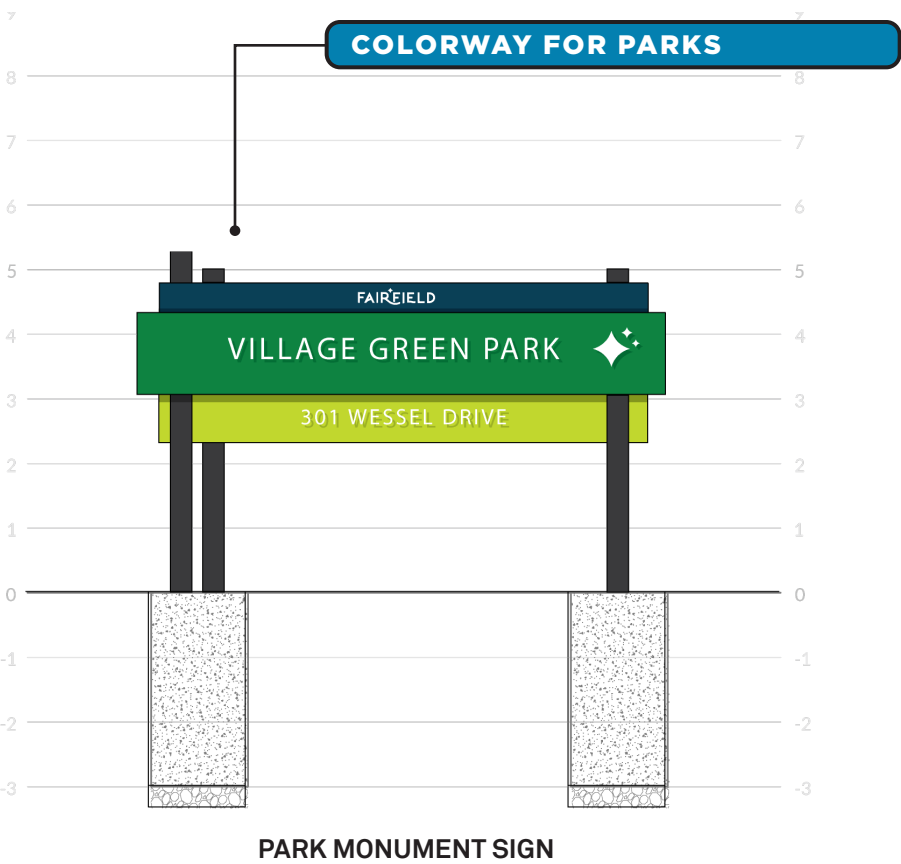
1.2.1 GATEWAY SIGNAGE

A major gateway configuration should be utilized as you approach the Town Center coming North on Pleasant Ave. Additional grouping should be considered for South bound on Pleasant as well as East and West Bound on Nilles Rd.

CUSTOMIZED SIGN FAMILY

In addition to the proposed Gateway signage a complete signage family for the Town Center should be explored to bring the overarching brand identity into many sites and connective routes throughout the Town Center.

The proposed family would include monument signage, with a parks specific colorway for the Village Green Park, as well as directionals, interpretative, and site-specific signage utilizing the city brand elements.



SECTION 2

TACTICAL PLACEMAKING

Tactical placemaking is a method for designing and improving public spaces. It emphasizes trying out ideas with temporary, low-cost interventions before committing to permanent changes.

Tactical placemaking measures can be used to strategically pilot programming and other proposed placemaking elements to demonstrate both the utility and potential constraints of a given project.



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

POP-UP & TEMPORARY

Pop-up and temporary events and interventions can be used to rethink spaces, drive activity to a place, and pilot intended uses for a given site.



TACTICAL PLACEMAKING TYPOLOGIES

MOBILITY & PARKLETS

Tactical placemaking intervenes such as parklets, bump outs, creative crosswalks, and temporary bike trails can be used to improve mobility and the pedestrian experience. These interventions also help increase foot traffic and encourage users to linger longer in city spaces.



INTERACTIVE

Interactive placemaking measures help drive social connection, which in turn strengthens relationship between people and city spaces. Interactive placemaking measures also have the benefit of creating moments of surprise for users and energizing spaces that have become static.





POP-UP BEER GARDEN

Pop-up beer garden on a city owned parcel designated for redevelopment will help both the city and potential developers understand the viability of a concept while driving traffic to a new area of the Town Center.

- Pilot a new brewery concept
- Utilize an undeveloped space
- Drive activity to the Town Center

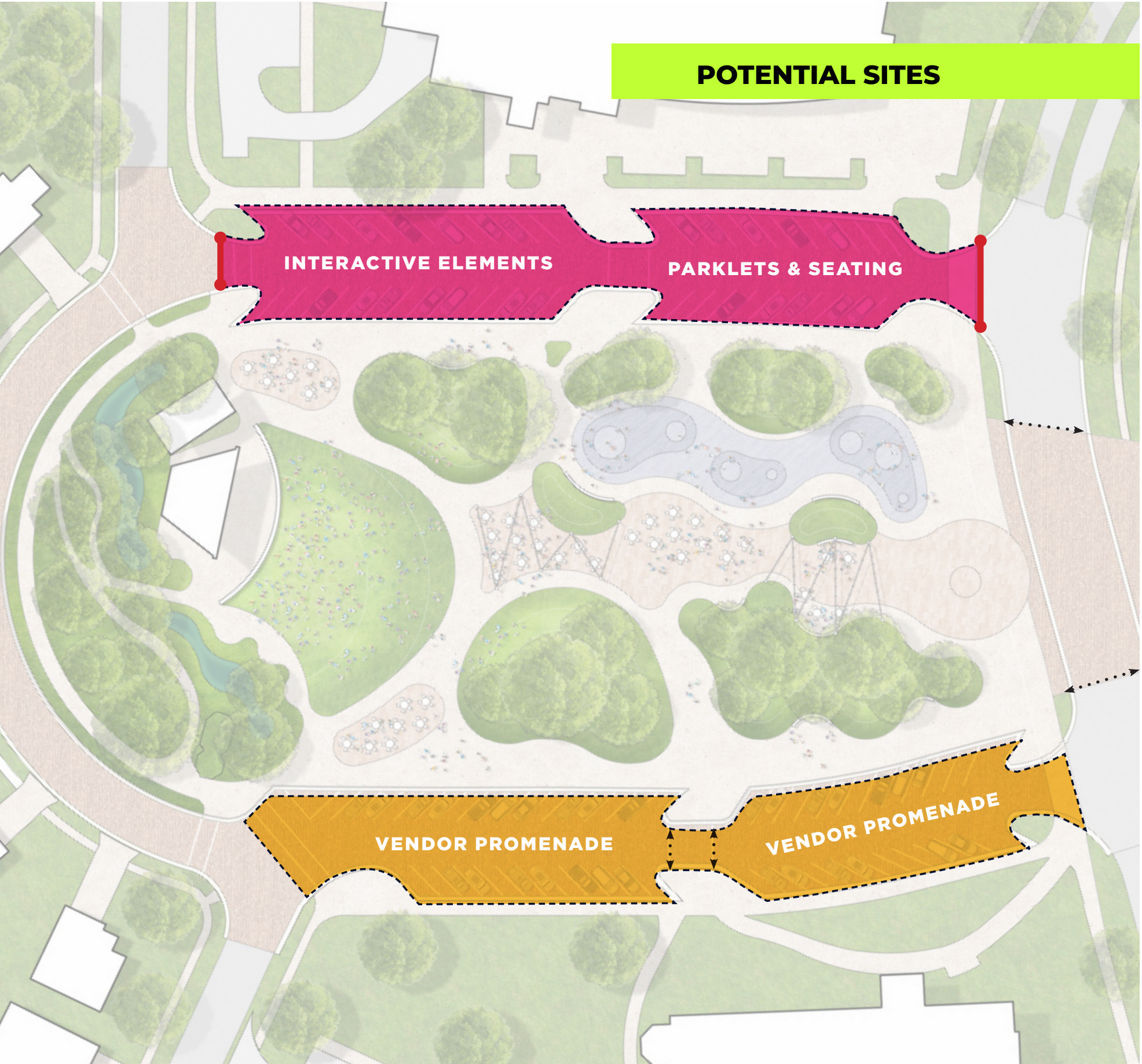




SUMMER STREETS

Close Fairfield Commons Dr to vehicular traffic during the summer months to allow for more freedom of use by pedestrians. Having the space closed for a longer-term period of time will allow a variety of additional pop-up and interactive uses to take place throughout the summer.

- Enhance the pedestrian experience
- Allow for more frequent and interactive activities around the Village Green park
- Drive activity to the Town Center



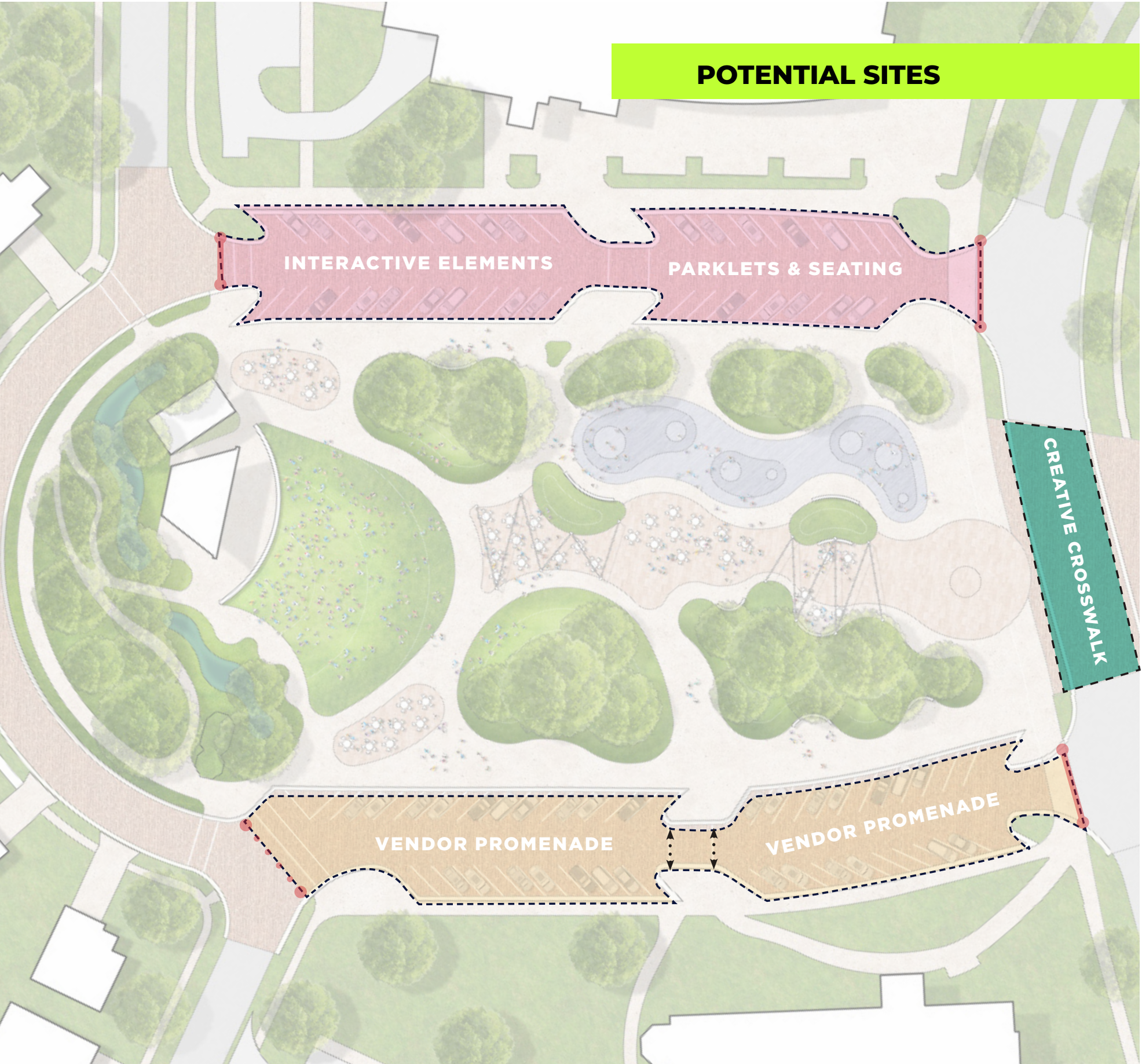
Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



CREATIVE CROSSWALKS

Creative crosswalk interventions on heavily trafficked crossings would serve to provide greater visibility to vehicles and calm traffic.

- Enhance the pedestrian experience
- Provide greater visibility in crossings
- Enhance the connection between spaces directly across from one another



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SECTION 3

CREATIVE PLACEMAKING

Creative placemaking elements can be both temporary and long-lasting. What makes creative placemaking different from typical placemaking measures is that creativity is at the core of the process. Whether co-created with the community, conceived of by an artist or designer, or implemented to transform a city space, creative placemaking helps reveal the underlying themes and stories of the community.

Through creative placemaking spaces are created to be not just functional, but foster connection and reflect the community’s unique identity.



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OVERHEAD INSTALLATIONS

Overhead installations provide a new dimension to existing spaces by closing in the ‘ceiling’ of a place.



CREATIVE PLACEMAKING TYPOLOGIES

SITE FURNISHINGS

Drive activity to the Town Center through vibrant art, creative placemaking elements, and new experiences that drive connection to place.



INTERACTIVE

Establish city branding in the Town Center through signage that is strategically placed and welcomes and invites residents and visitors explore all Fairfield has to offer.

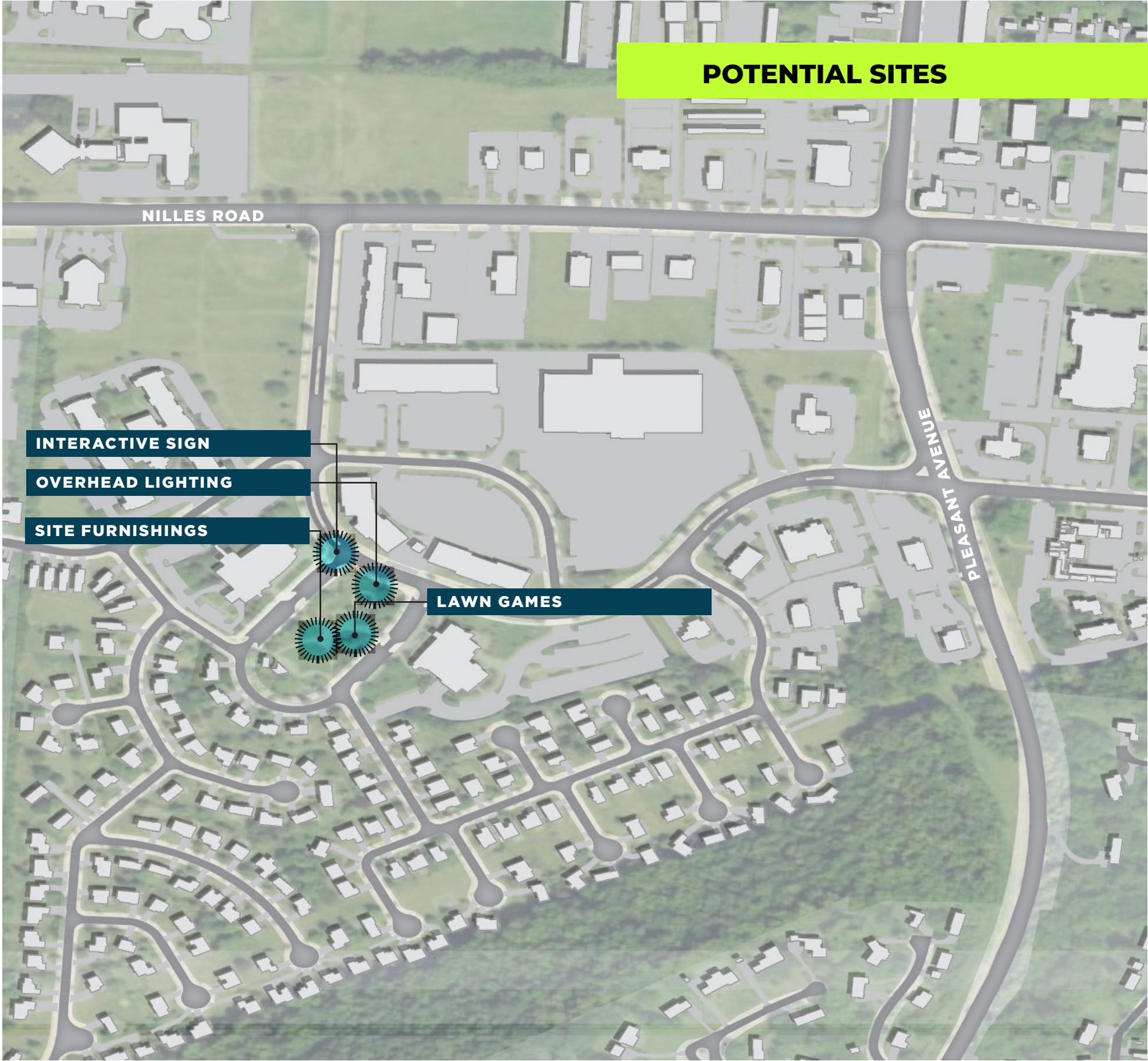




CREATIVE PLACEMAKING

Creative Placemaking elements such as an interactive sign, unique site furnishings, lawn games, and attractive overhead lighting should be utilized to enhance the experience of users in the Village Green park and support activity happening in the DORA district.

- Drive activity to the Town Center
- Enhance user experience



SECTION 4

PUBLIC ART IN PLACEMAKING

Tactical placemaking is a method for designing and improving public spaces. It emphasizes trying out ideas with temporary, low-cost interventions before committing to permanent changes.



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

MURALS

While curating permanent works of art as part of the collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time. Murals are large-scale, two-dimensional compositions that can be: 1) painted onto the surface 2) graphic reproductions printed onto vinyl that is adhered to a surface, or 3) painted onto a panel that is affixed to the building.



PUBLIC ART TYPOLOGIES

SCULPTURE

Sculptures are three-dimensional original artworks that can be made of any material that offers structural stability and durability. Sculptures are scaled to their surroundings and typically do not move from the location in which they are installed. Whether contemporary, whimsical, traditional or something more, sculptures are often the focal points of civic art. Sculptures may commemorate and celebrate our history, express civic pride, or be established as culturally defining showpieces for the city.



INTERACTIVE

Interactive public art can take many forms, whether sculptural, multimedia or another form but one consistency remains, interactive art invites the audience to engage with the piece directly.





ENGAGING SCULPTURE

An engaging sculpture of a significant scale that invites interactivity should be installed in the Village Green park.



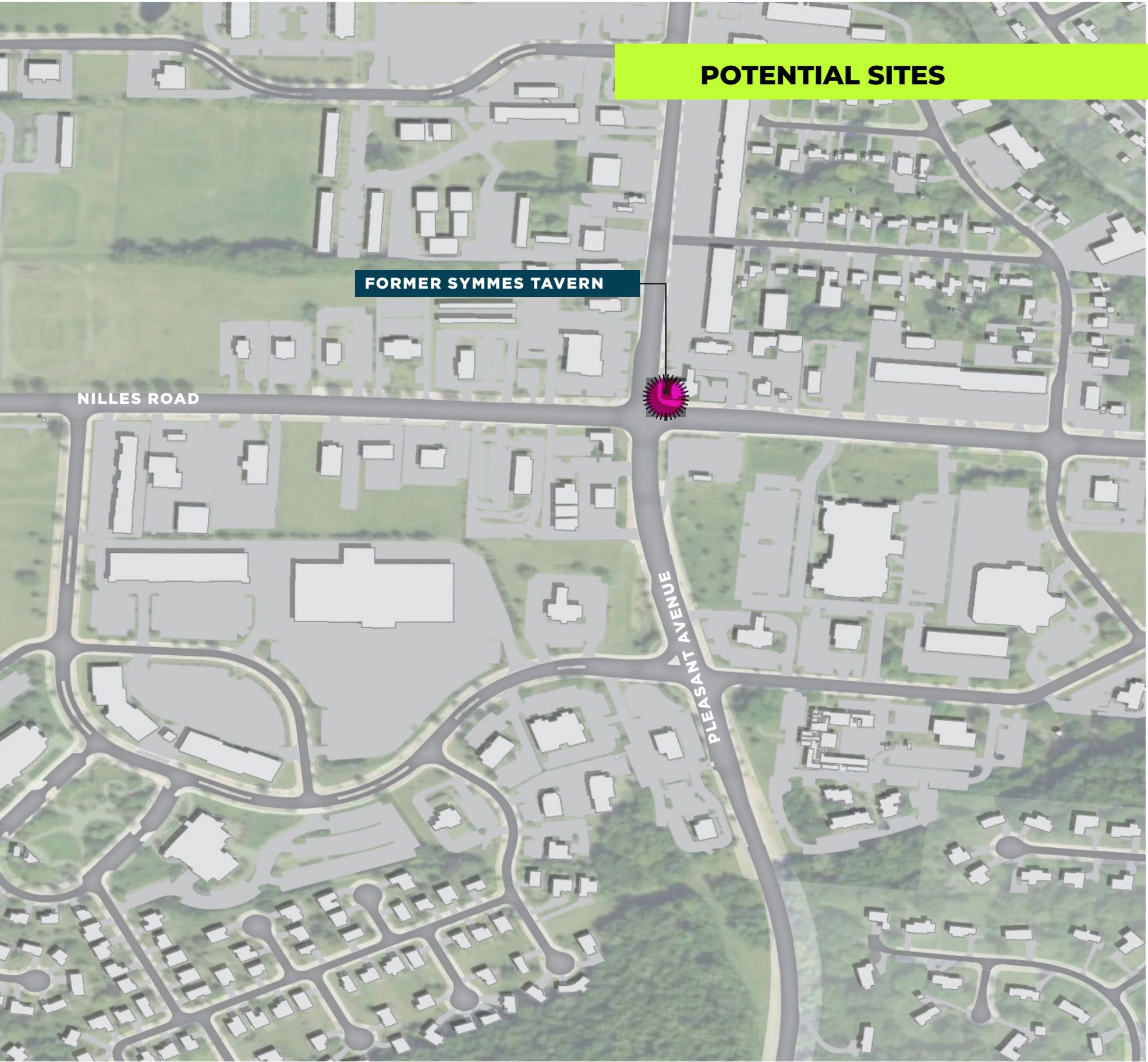
Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



HISTORIC SCENE

A historic scene should be considered for the historic Symmes Tavern building on the corner of Nilles & Pleasant. There is now a modern addition on the building which would serve as the perfect surface for a scene of people gathered in the former Tavern.

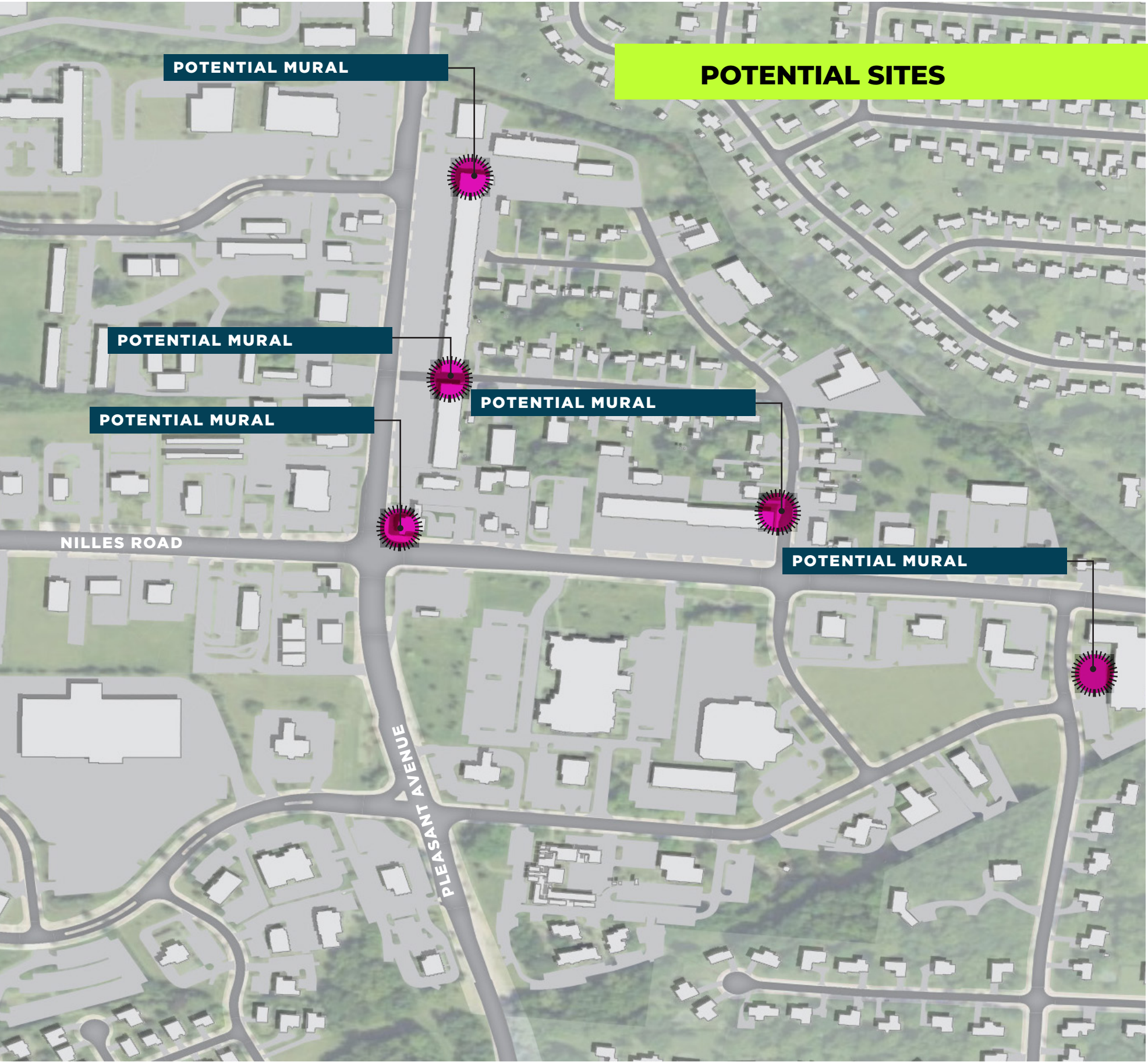
- Showcase history and community themes of Fairfield
- Bring attention to a historic site





MURAL OPPORTUNITIES

There are many additional opportunity sites for Murals across the Town Center, including both public and private buildings.

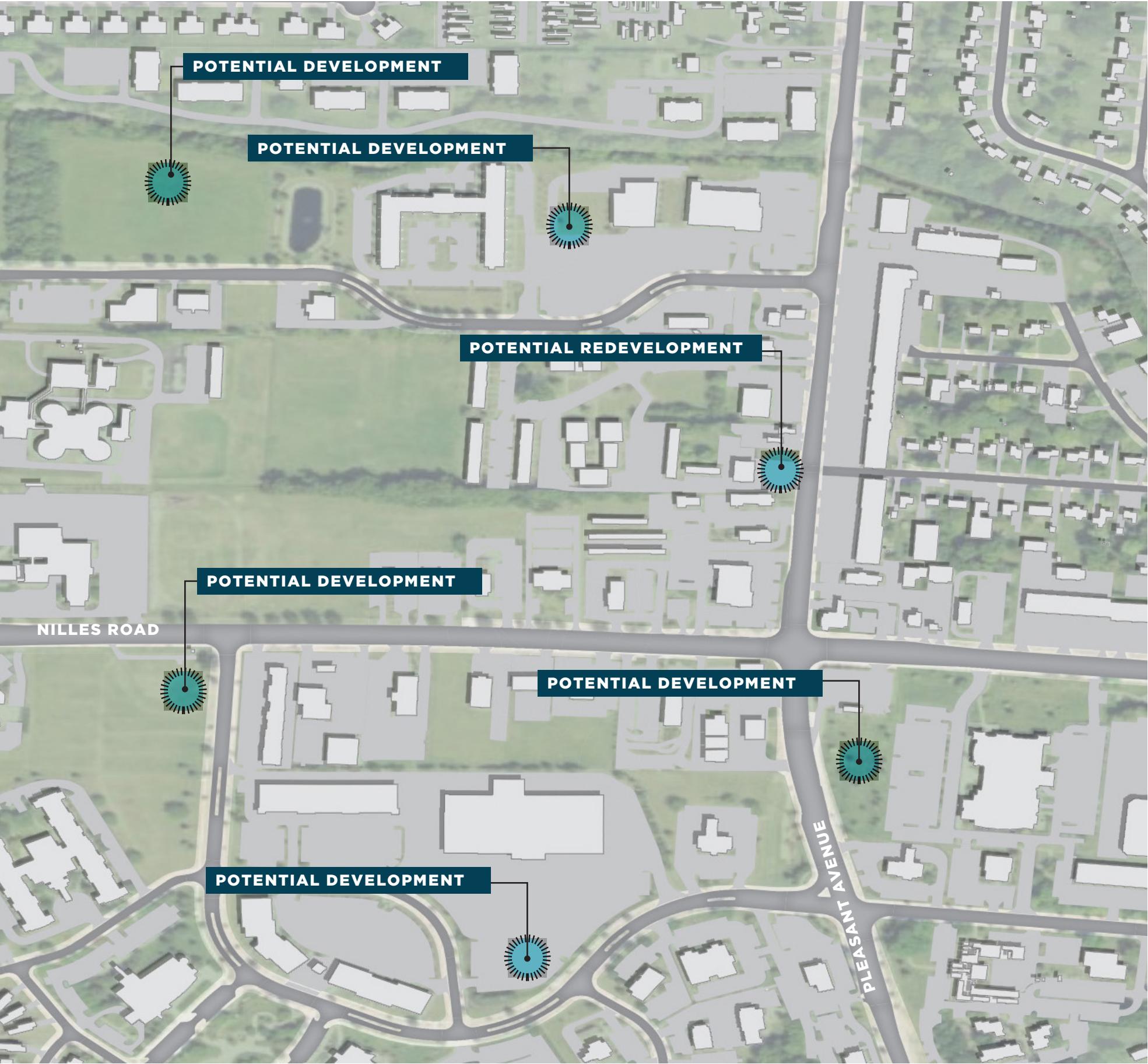


Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

SECTION 5

DEVELOPMENT OPPORTUNITIES

As momentum builds in the Town Center, opportunities may arise to build new and exciting developments that support a vibrant community. The developments might span suburban retrofit opportunities to new construction mixed use.



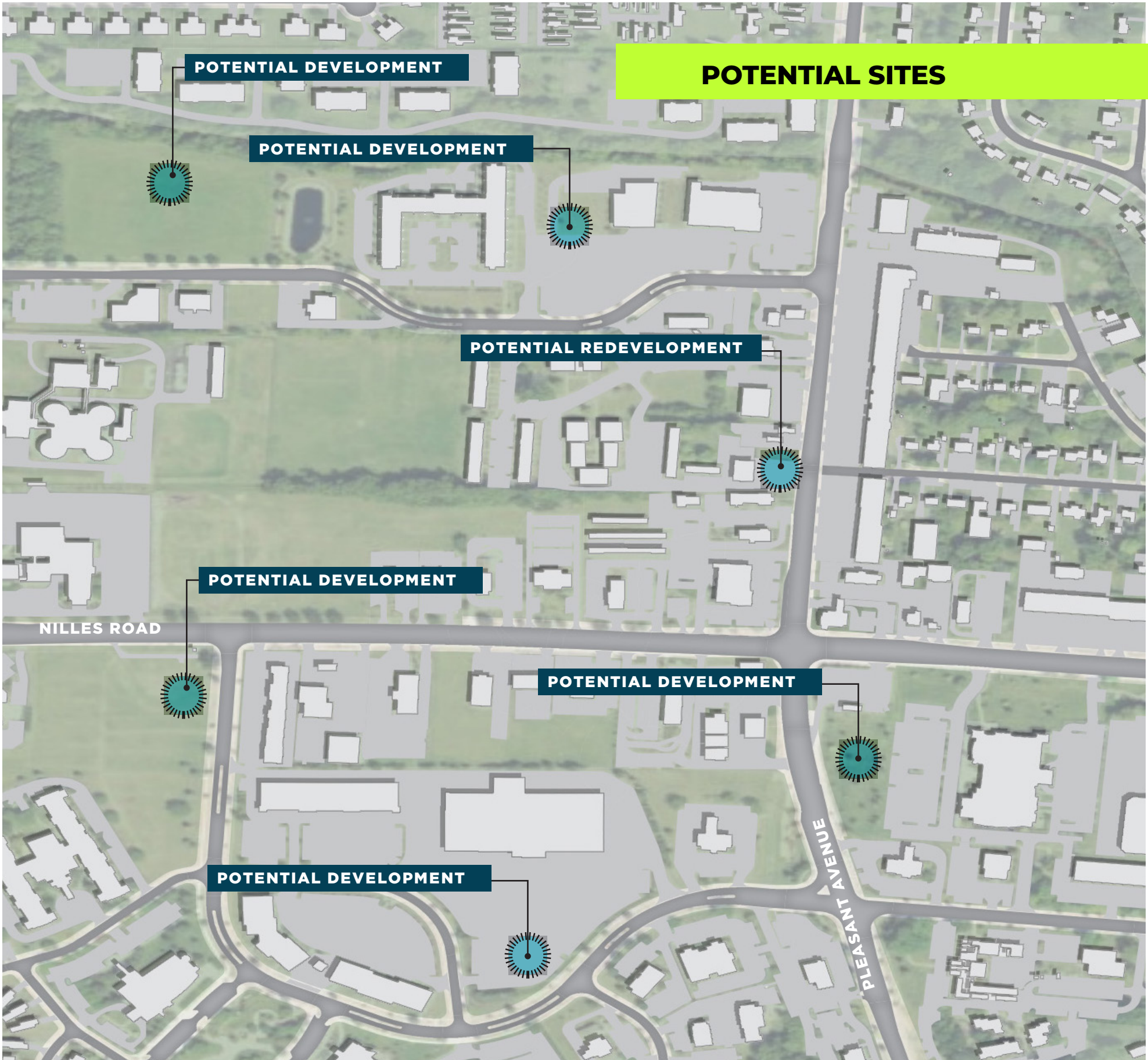
Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



DEVELOPMENT OPPORTUNITIES

There are several potential development opportunities through out the Town Center, both on publicly owned land and on sites which are privately owned but not being used to their full potential, such as parking lots that sit empty. These sites might also be retrofitted for a shorter period of time to drive energy to the space as development momentum builds. A great example of a retrofit project that is well-loved by the community is the Lakewood Food Truck park, a former mechanic shop turned outdoor dining option.

- Attract and build the best uses for the Town Center
- Redevelop older and outdated buildings
- Drive activity to the Town Center



PLACEMAKING PHASES

STOREFRONT RETAIL

Gross Leasable Area / Acre	+/-10,000 SF
Parking Required	1 SPACE / 300 SF GLA
Max. Building Lot Coverage	25%
Open Space Area	10%



CONVENIENCE RETAIL

Gross Leasable Area / Acre	+/-4,000 SF
Parking Required	1 SPACE / 50 SF GLA
Max. Building Lot Coverage	10%
Open Space Area	10%



OFFICE

Gross Leasable Area / Acre	+/-15,000 SF
Parking Required	1 SPACE / 400 SF GLA
Max. Building Lot Coverage	40%
Open Space Area	10%



TWO TO THREE STORY MIXED-USE

Gross Leasable Area / Acre	+/-8,000 SF
Dwelling Units / Acre	+/-20 UNITS
Commercial Parking Required	1 SPACE / 300 SF GLA (Shared)
Residential Parking Required	+/-1.5 SPACES / UNIT (SHARED)
Max. Building Lot Coverage	20%
Open Space Area	10%



TWO TO THREE STORY MULTI-FAMILY RESIDENTIAL

Dwelling Units / Acre	20-40
Parking Required	+/-1.5 SPACES / UNIT (SHARED)
Max. Building Lot Coverage	30%
Open Space Area	10%



THREE TO FOUR STORY MIXED-USE

Dwelling Units / Acre	40-80
Parking Required	+/-1.5 SPACES / UNIT (SHARED)
Max. Building Lot Coverage	60%
Open Space/Area	10%



SECTION 6

PARK OPPORTUNITIES

As the centerpiece of the Town Center, the Village Green Park is the jewel of the central commerical and retail hub for Fairfield. As it exists it is an excellent community amenity that brings people together, provides a fantastic public good, and represents what Fairfield is at its core, a great community.

The city should consider capitalizing on this existing asset by tweaking the existing site programming to be an even greater public amenity.



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)



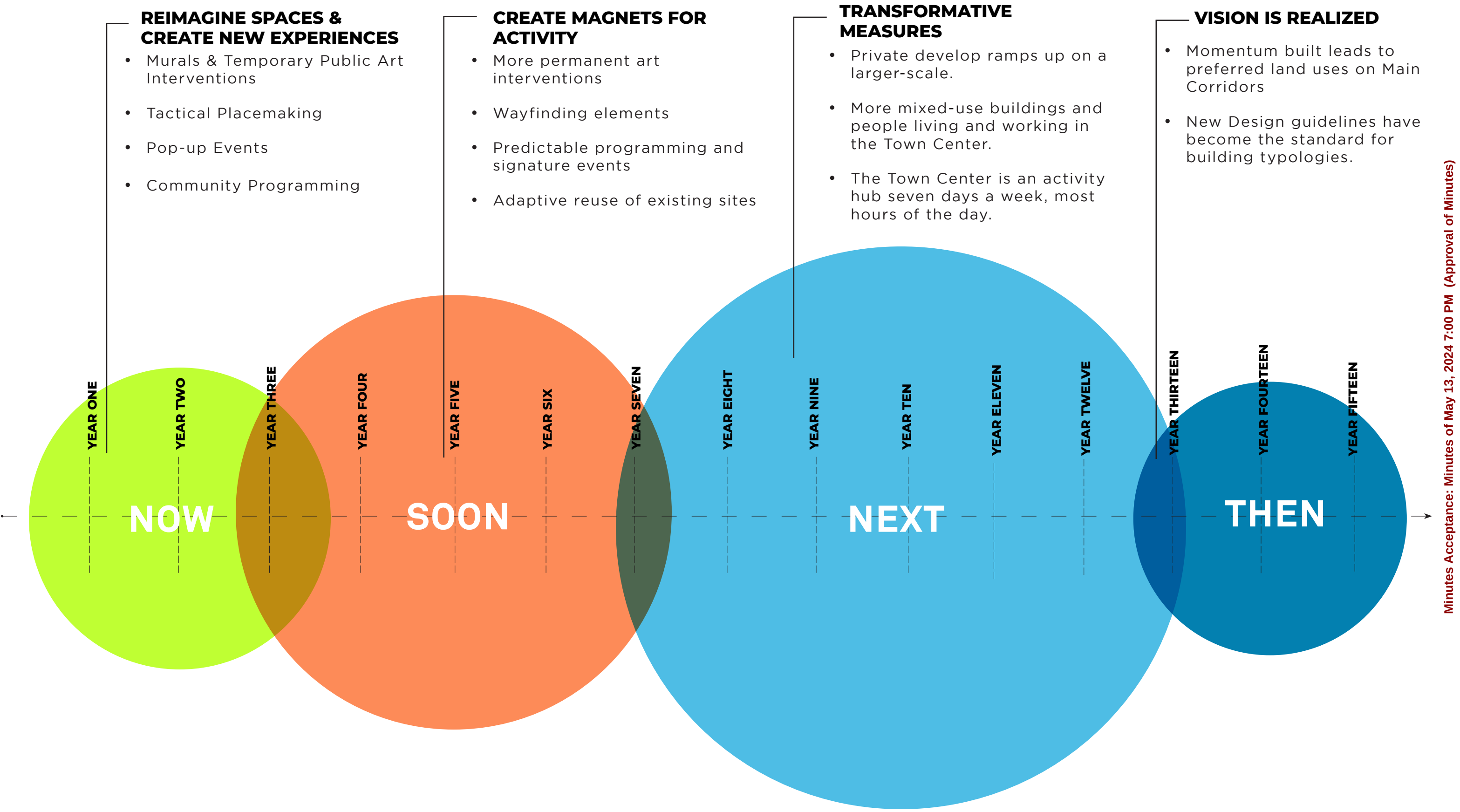
Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)





Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

PLACEMAKING PHASES



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

NEXT STEPS

PLACEMAKING STRATEGY

- Deliver Draft Strategy to City of Fairfield in Mid June
- Strategy acceptance
- Marsh Park Plan is underway, ensure alignment between plans



BUTLER COUNTY SOLID WASTE MANAGEMENT PLAN UPDATE

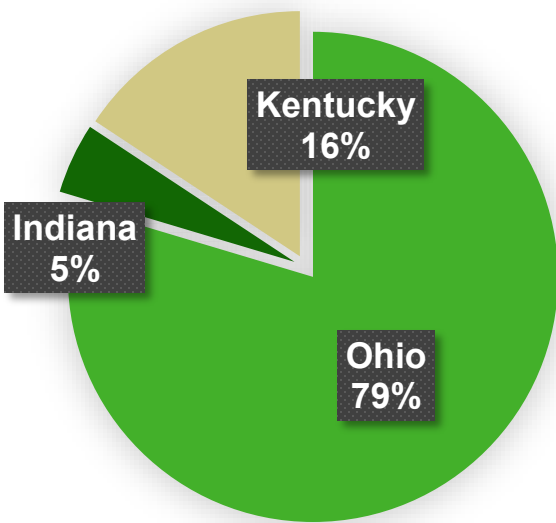
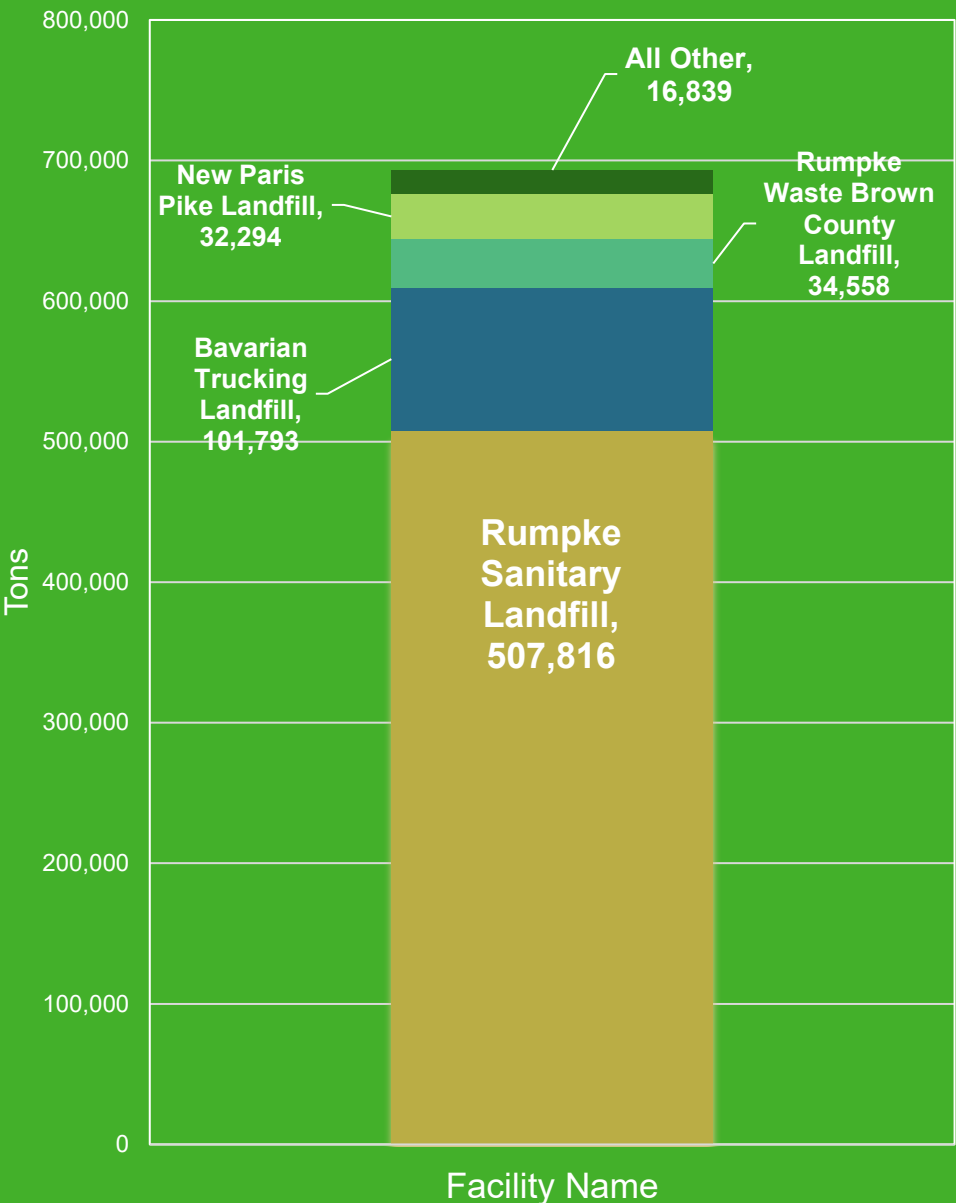


Fairfield City Council
May 13, 2024

Solid Waste Plan Timeline

Plan Update	Start Date	End Date
Policy Committee begins 5-year update to Butler Co. Solid Waste Management Plan	January 2023	July 2023
Issue DRAFT SW Plan to Ohio EPA for Comment	August 2, 2023	
Receive comments from Ohio EPA	September 15, 2023	
Revise Plan as needed	November 2023	
Public Comment Period	Feb 5, 2024	March 5, 2024
Public Hearing	March 11, 2024	
Policy Committee Adopts Draft Plan	March 26, 2024	
Ratification (90 Days)	April 8, 2024	July 8, 2024
Policy Committee Certifies Ratification	Mid-July 2024	
Plan Due to Ohio EPA	February 2, 2025	

Waste Disposal

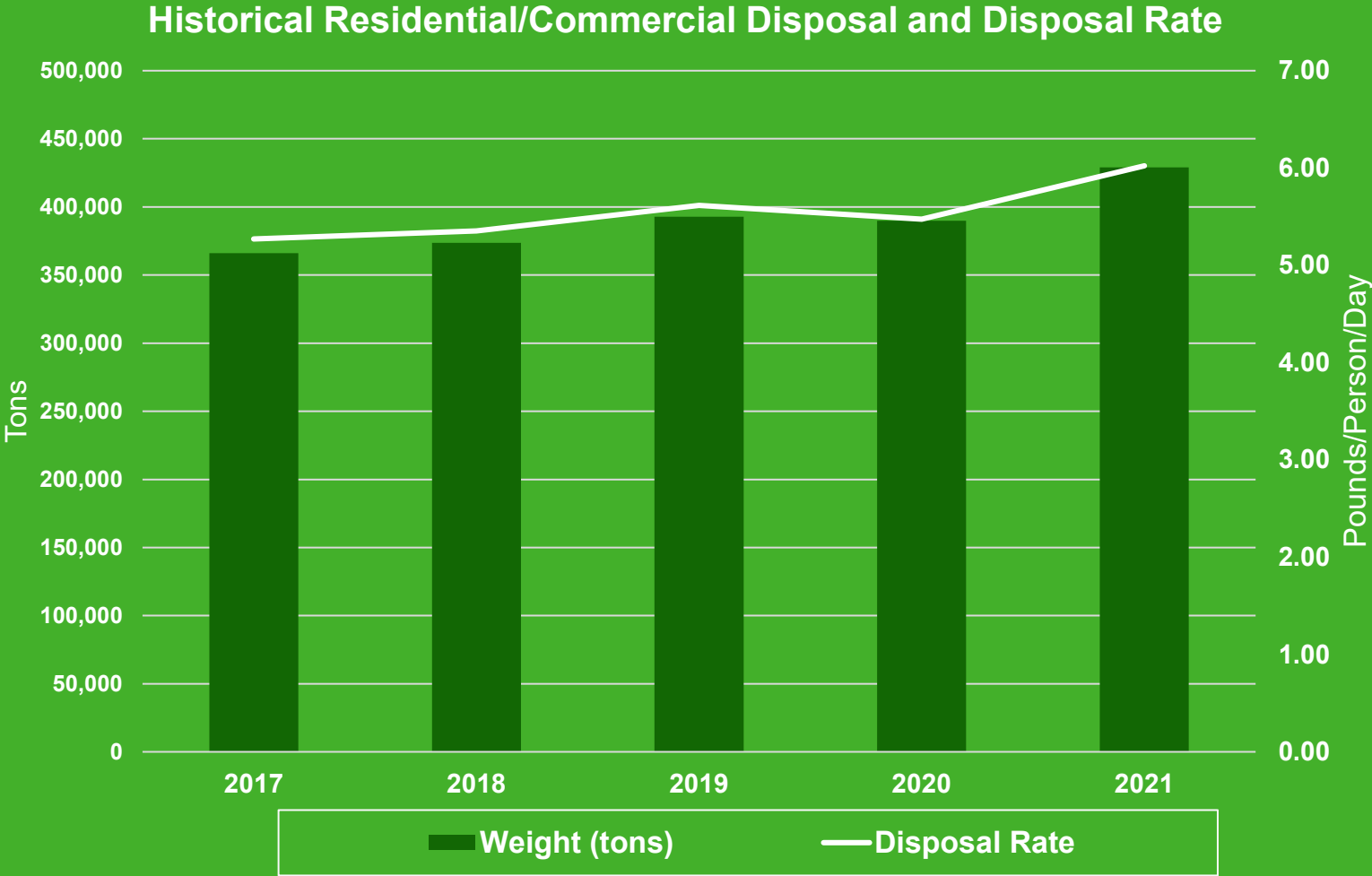


Waste Disposed by State

	Residential/ Commerical (tons)	Industrial (tons)	Excluded (tons)	Total (tons)
Direct Hauled	372,788	209,918	111,347	694,053
Transferred	56,200	42	1,993	58,235
Incenerated	0	0	0	0
Total	428,988	209,959	113,340	752,287
Percent of Total	57%	28%	15%	100%

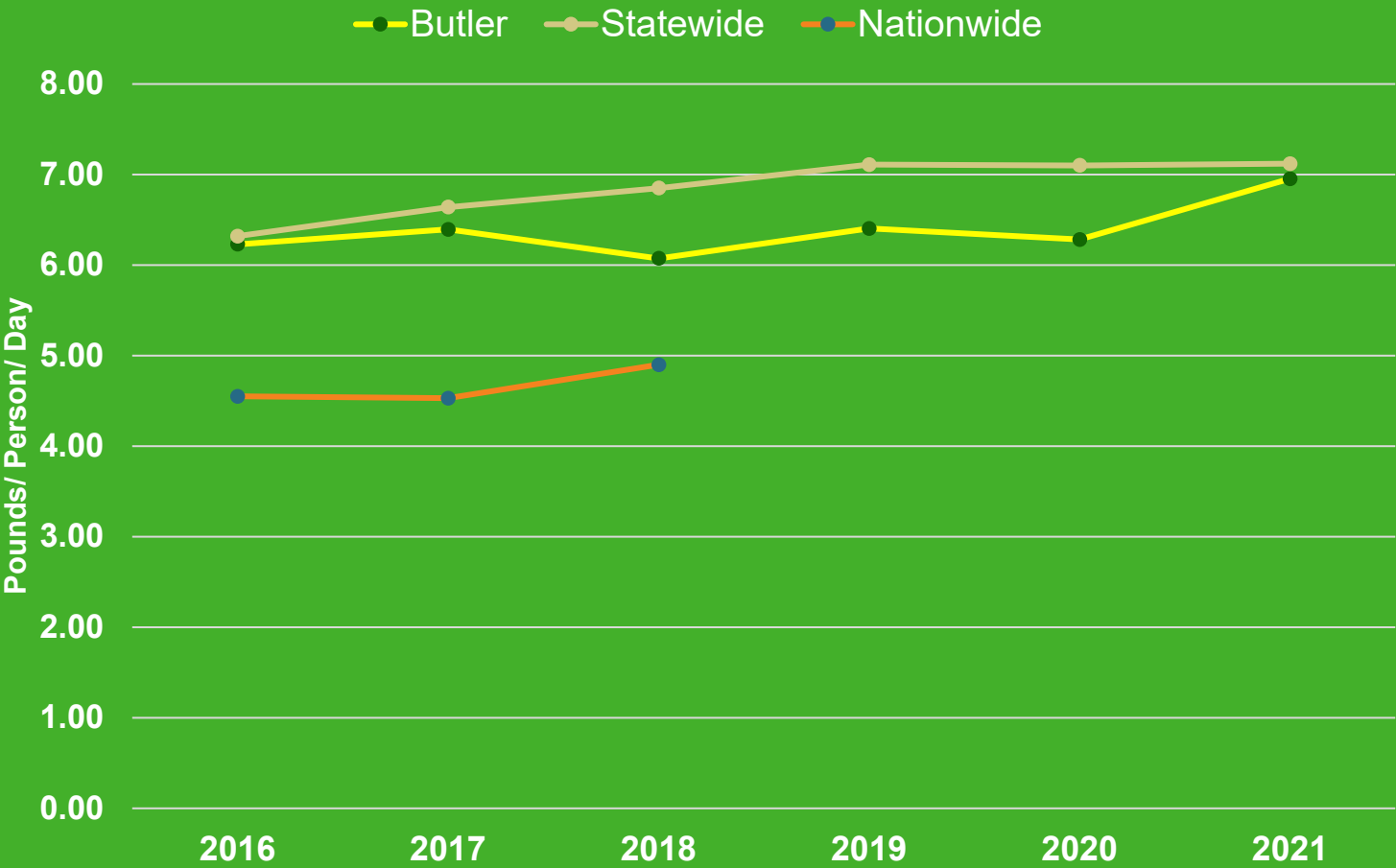
About 67% of Butler Co. waste is deposited at Rumpke Sanitary Landfill in Colerain Twp. The SW Plan forecasts an additional 37 years of capacity at this facility.

Waste Disposal Residential/Commercial



Waste Generation

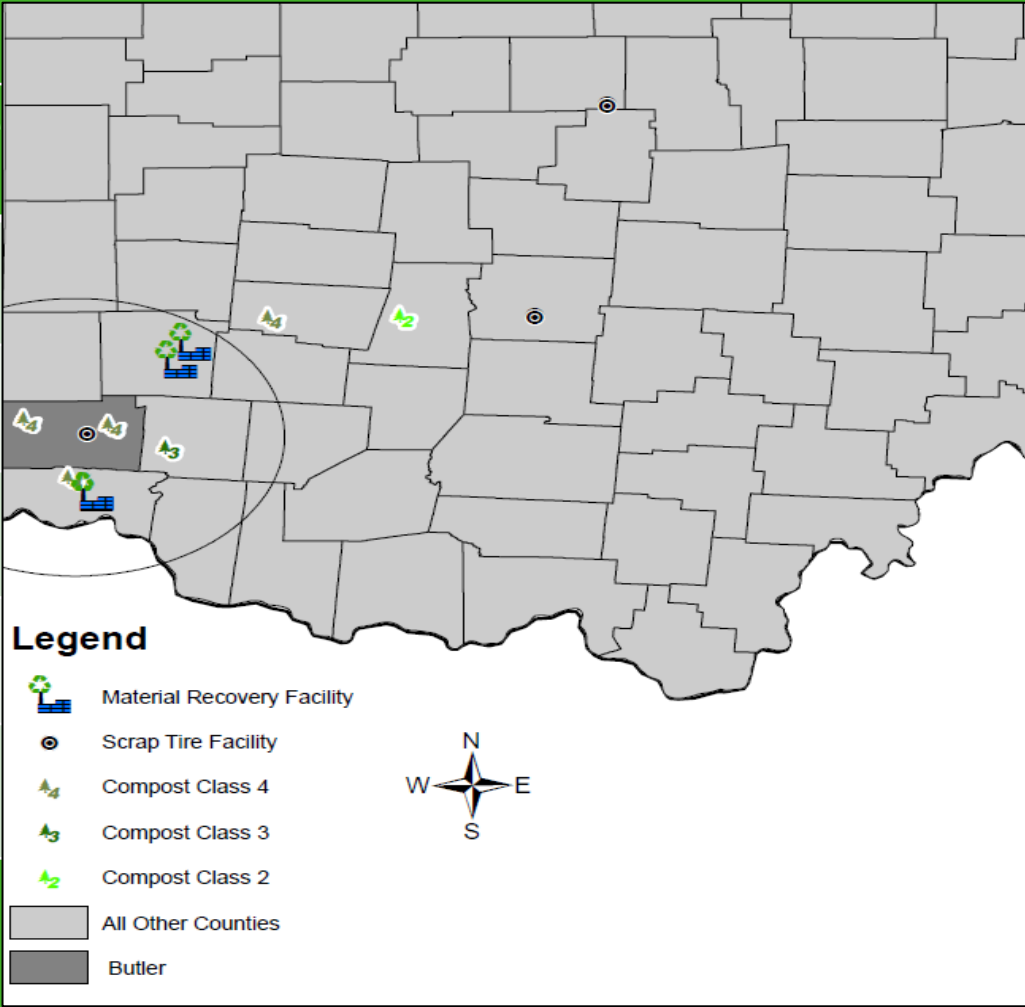
Historic Generation PPD



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Disposal, Recycling & Composting Infrastructure

Compost and MRFs	2021 Reference Year
Public Waste Haulers	0
Private Waste Haulers	3
Composting Facilities	6
Material Recovery Facilities	3
Community Yard Waste Collection Programs	4



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Residential Recycling Collection

Curbside Collection

(Yield: 13,369 tons)

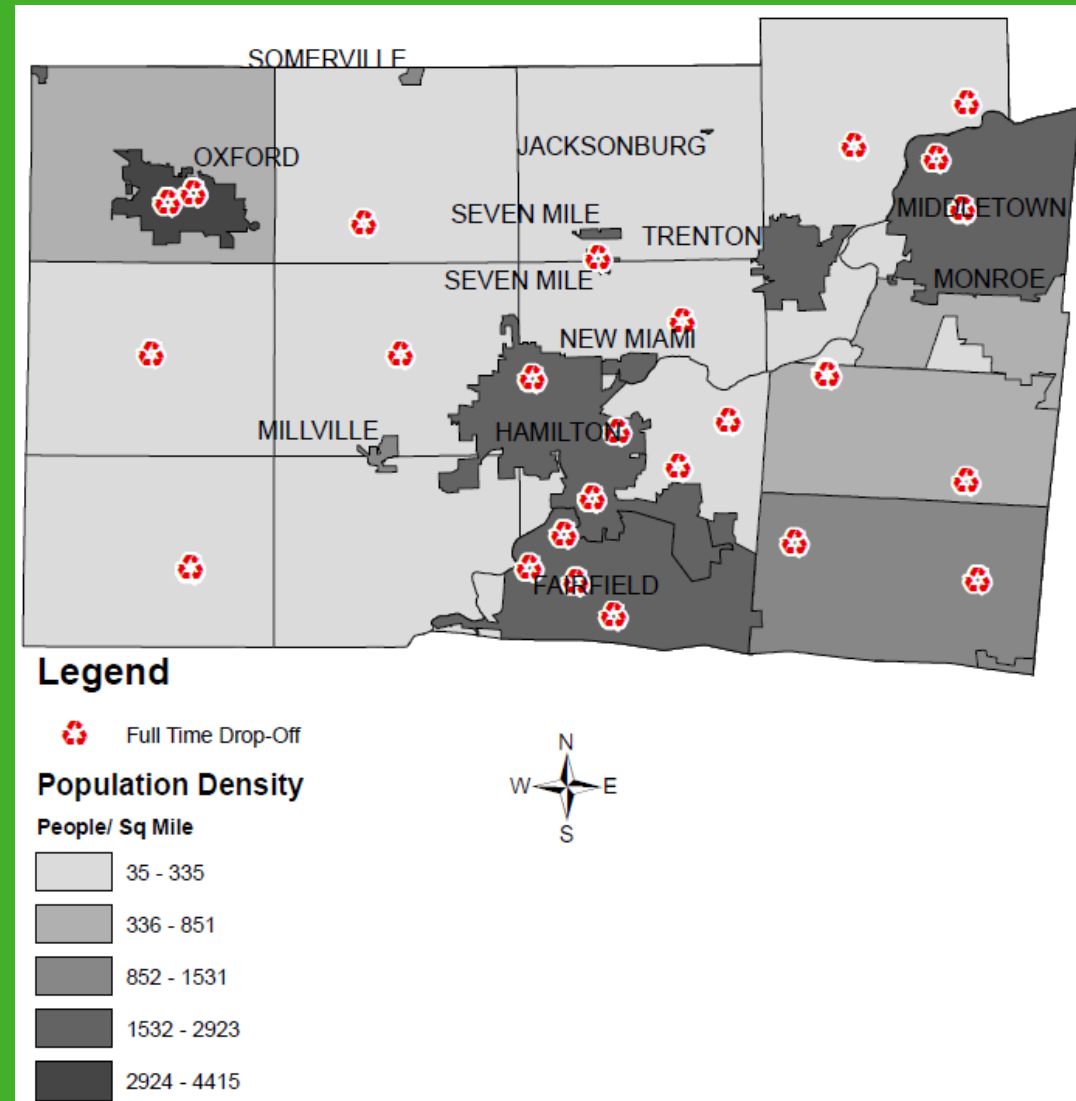
7 Communities provide
combination curbside
recycling & trash service
(All Municipalities + Ross Twp)

7 Communities offer curbside
recycling for an additional fee

Drop-Off Collection

(Yield: 1,148 tons)

23 Full Time Urban
3 Full time Rural



Access Goal Demonstration

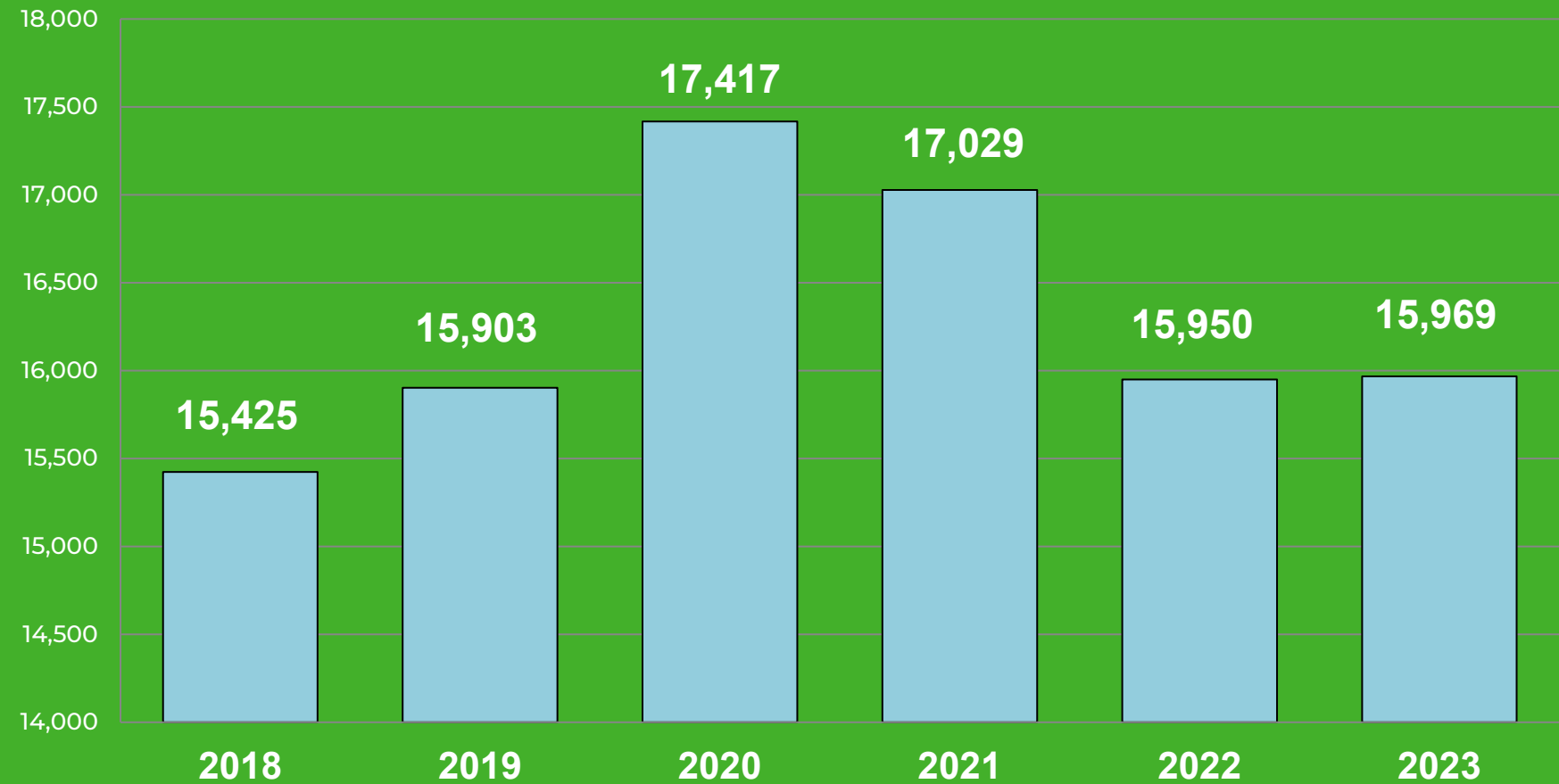
	2020	2024	2038
Total County Population	391,496	397,358	427,438
Total Population Credit	322,389	332,938	357,349
Percent of Population	82%	84%	84%



District surpasses Ohio EPA Access Goal

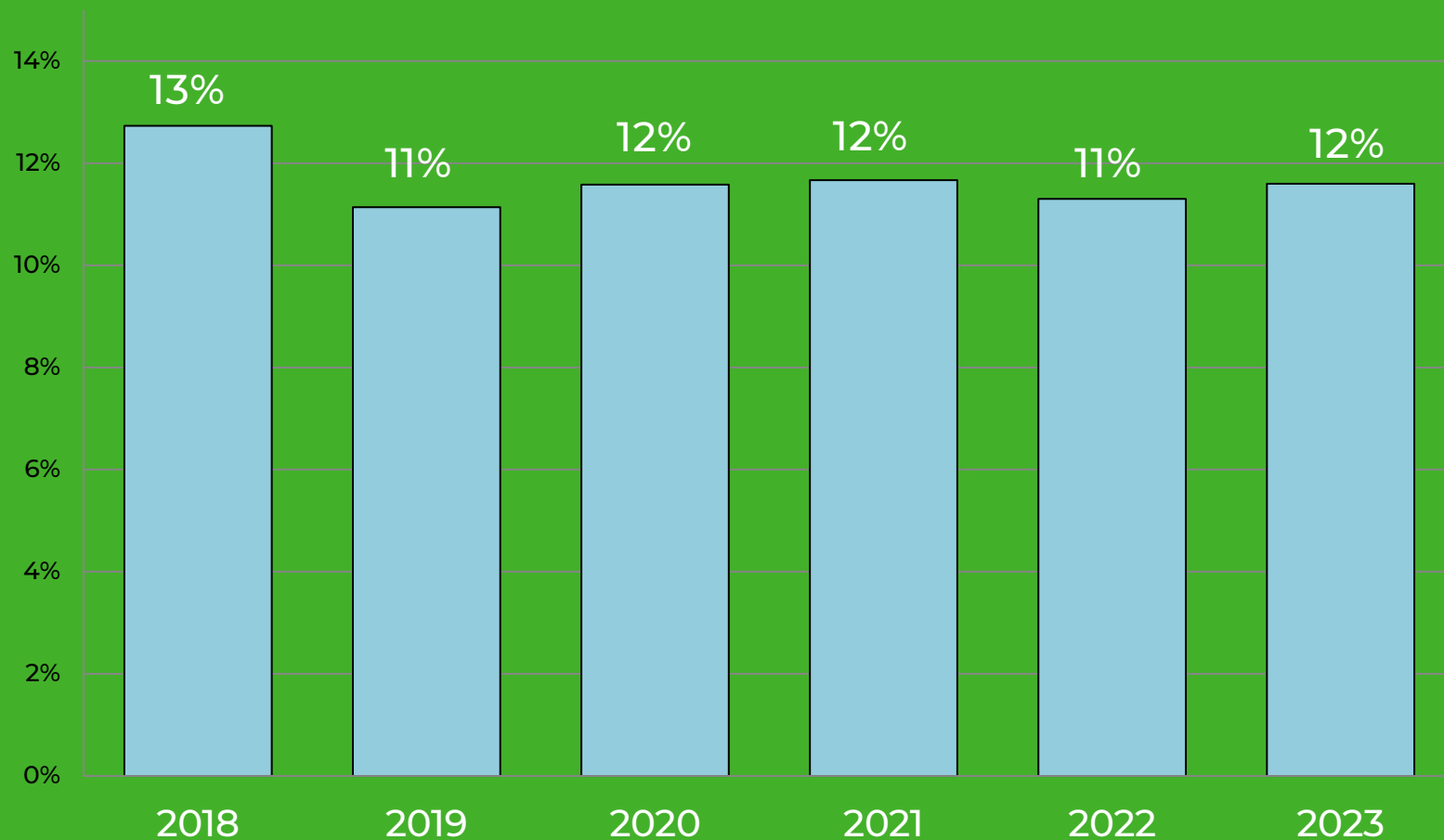
Butler County must demonstrate adequate infrastructure to provide at **least 80%** of the residential population within the SWMD the opportunity to recycle.

Fairfield Residential Recycling Yield



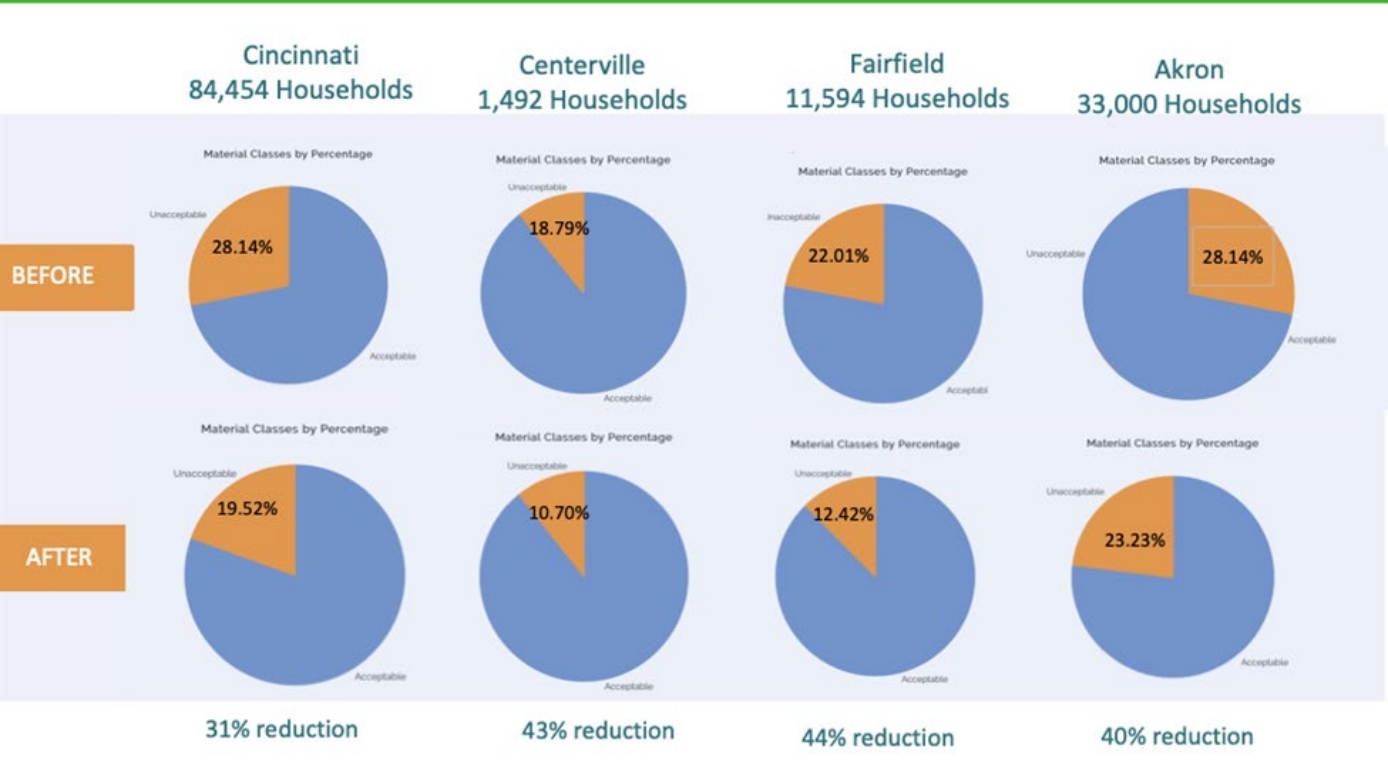
Households with **combination trash collection and curbside recycling** generate **308 lbs** per household/year
 vs.
Non-contracted curbside recycling service (most townships households) generate **168 lbs** per household/year

Fairfield Residential Recycling Rate



Butler County Recycling – Partnering with Fairfield

2018 The Recycling Partnership / Ohio EPA Recycling Contamination Reduction Grant.



Grant award value:
\$21,600

Butler County Recycling – Partnering with Fairfield

Outdoor recycling containers
for the Village Green
(2019)



Butler County Recycling – Partnering with Fairfield



2020 – Festival of Trees – Fairfield Community Arts Center

Butler County Recycling – Partnering with Fairfield

11.a



\$4,000 to support 2022 and 2023 Community Clean Up Events

Over this same period (2018-2023) Butler County Recycling met with Fairfield Environmental Commission to discuss a variety of recycling initiatives.

Since 2021 Ben Mann has served as a member of the Solid Waste Policy Committee and contributed to the development of the Solid Waste Management Plan Update.

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Strategies to Improve Diversion

Short Term (Year 1 & 2)	Action
Township Trustee Outreach	Increase curbside recycling services and participation (focus on West Chester, Liberty, Fairfield)
Business/Industry Outreach	Connect with local businesses to encourage diversion, provide funding for recycling set up and service, continue successful RecycleOhio grant awards to local processors
Resident Education/Outreach	Expand social media channels, increase recycling know-how, reduce contamination
Increase Diversion Rates	Support expanding infrastructure for composting, and promote Rumpke's HEFTY bag program
Multi-Family Housing	Enlist multi-family communities to provide onsite recycling, provide recycling guidance, offer funding assistance to management to reduce start up service cost
Southwest Ohio P2 Program	Continue collaboration with area manufacturers by providing qualified Ohio undergraduates as summer interns over 12 weeks.
Data Collection	Gather recycling data annually from local businesses; work with OEPA to increase data collection
Special Collection Programs	Continue provision of services for Hard to Dispose materials (E-Waste, Household Hazardous items, Tires). Monitor participation, expand audiences; obtain outside grant funding, and evaluate mobile services

Strategies to Improve Diversion

MidTerm and Long Term (Year 3-5)	Action
Outreach and Assistance to Schools	Continue work with schools to increase recycling, upgrade infrastructure and share technical guidance
E-Waste	Year-round access, secure privacy protection disposal
Food Recovery/Diversion	Consumer outreach to increase compost awareness, guidance; support expanded regional infrastructure
Decentralized Composting	Evaluate decentralized food waste management through community gardens, in-vessel digesters
Reduce Contamination at Drop Off Recycling Sites	Develop branded material and education campaign targeting top contaminants
Commercial/Industrial Technical Assistance	Recycling service arrangements to clusters of businesses, encourage participation through incentives and waste audits

Butler County Recycling – Partnering with Fairfield

11.a

ACTION: Focus on Multi-Family Recycling

With Community Development identify apartment communities in Fairfield to pilot recycling.

Meet local property managers to identify barriers to recycling and offer grant funds to reduce start up costs for recycling service.

Provide communication strategy and messaging to maximize resident participation in recycling.

Evaluate recycling collection containers for individual resident use to make recycling easy to do within each apartment.



Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Butler County Recycling – Partnering with Fairfield

11.a

ACTION: Outreach and Assistance to Schools

Increase recycling with upgrades to recycling set ups inside classrooms, cafeterias, and sports venues.

Implement communication strategy to reach all school families



Recycling at Fairfield City Schools

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Butler County Recycling – Partnering with Fairfield

11.a

ACTION: Food Waste Recovery-Composting

Assist residents with **backyard composting** knowledge and tips

Seek grant funds to provide backyard compost bins for residents



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Butler County Recycling – Partnering with Fairfield

11.a

ACTION: Food Waste Recovery- Composting

Support a Community Composting
Collection Drop Off

Purchase compost collection containers
for at-home use

Promote composting at centralized
recycling drop off



City of Oxford – Compost Drop Off

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Additional Outreach Strategies

Uniform recycling information/images/messages

Promote HEFTY bag recycling program

Amplify message using all available communication channels - social media, QR codes, Spanish language

Enlist marketing students at Miami to lend their expertise to develop new marketing approaches.

Recycle These

11.a

Butler County
— RECYCLING & SOLID WASTE —

Minutes Acceptance: Minutes of May 13, 2024 7:00 PM (Approval of Minutes)

Paper & Cardboard



Flatten and place inside cart

Glass Bottles & Jars



Reattach lids

Plastic Bottles, Jugs & Tubs



Butter/Cottage cheese/yogurt - empty, reattach lids

Metal Cans & Cups



Food and beverage cans only

Cartons



Remove caps and straws

Plastic & Paper Cups



Remove straws and reattach plastic lids to plastic cups

Discard plastic lids from paper cups

NEW



RECYCLE MORE WITH

Hefty ReNew

Plastic bags, Ziplock, Styrofoam & more!

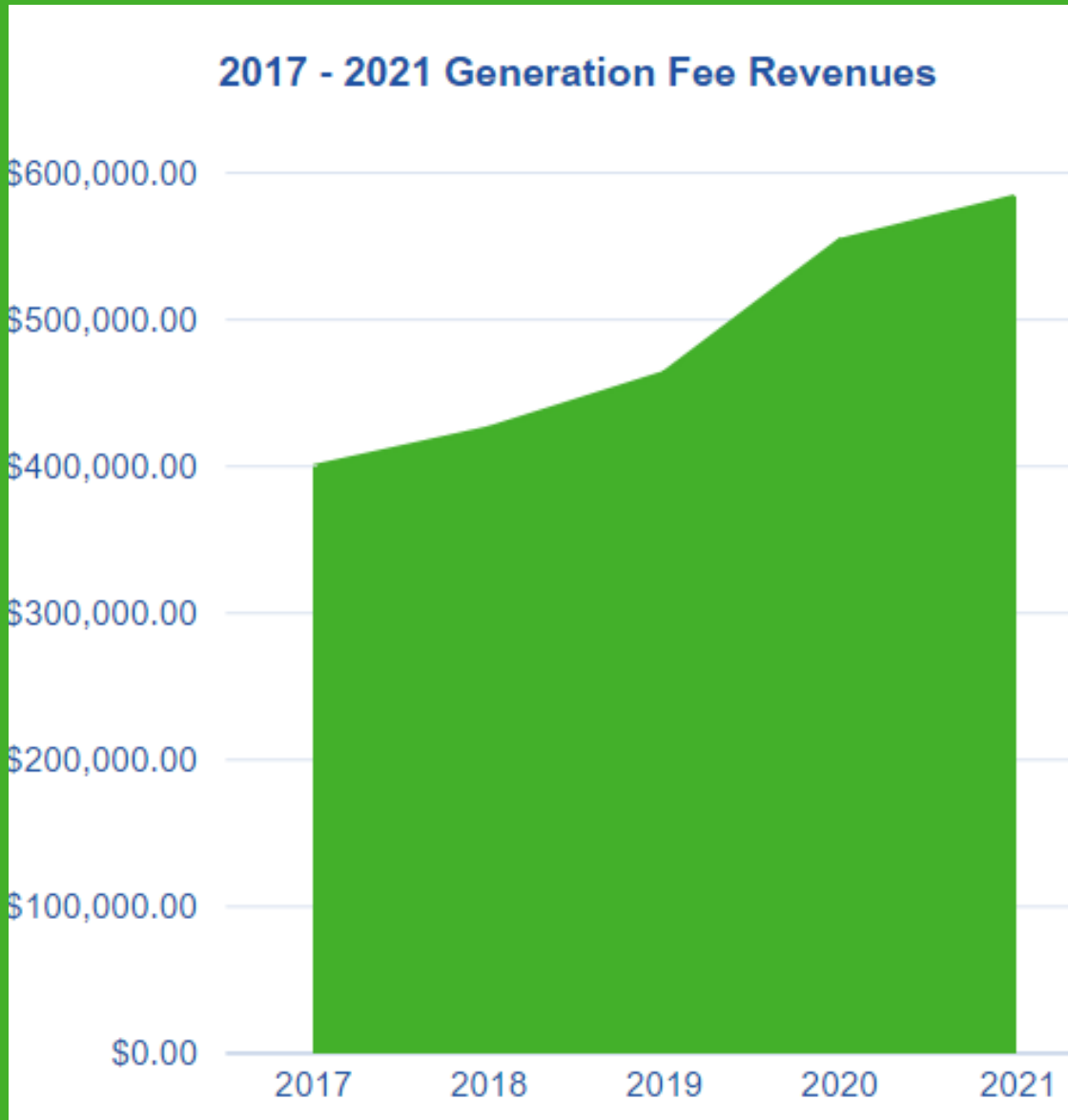
www.hefty.com/hefty-renew-starter-kit

NOT ACCEPTED
FOR RECYCLING

Packet Pg. 75

BATTERIES, FULL, FULL & FULLS

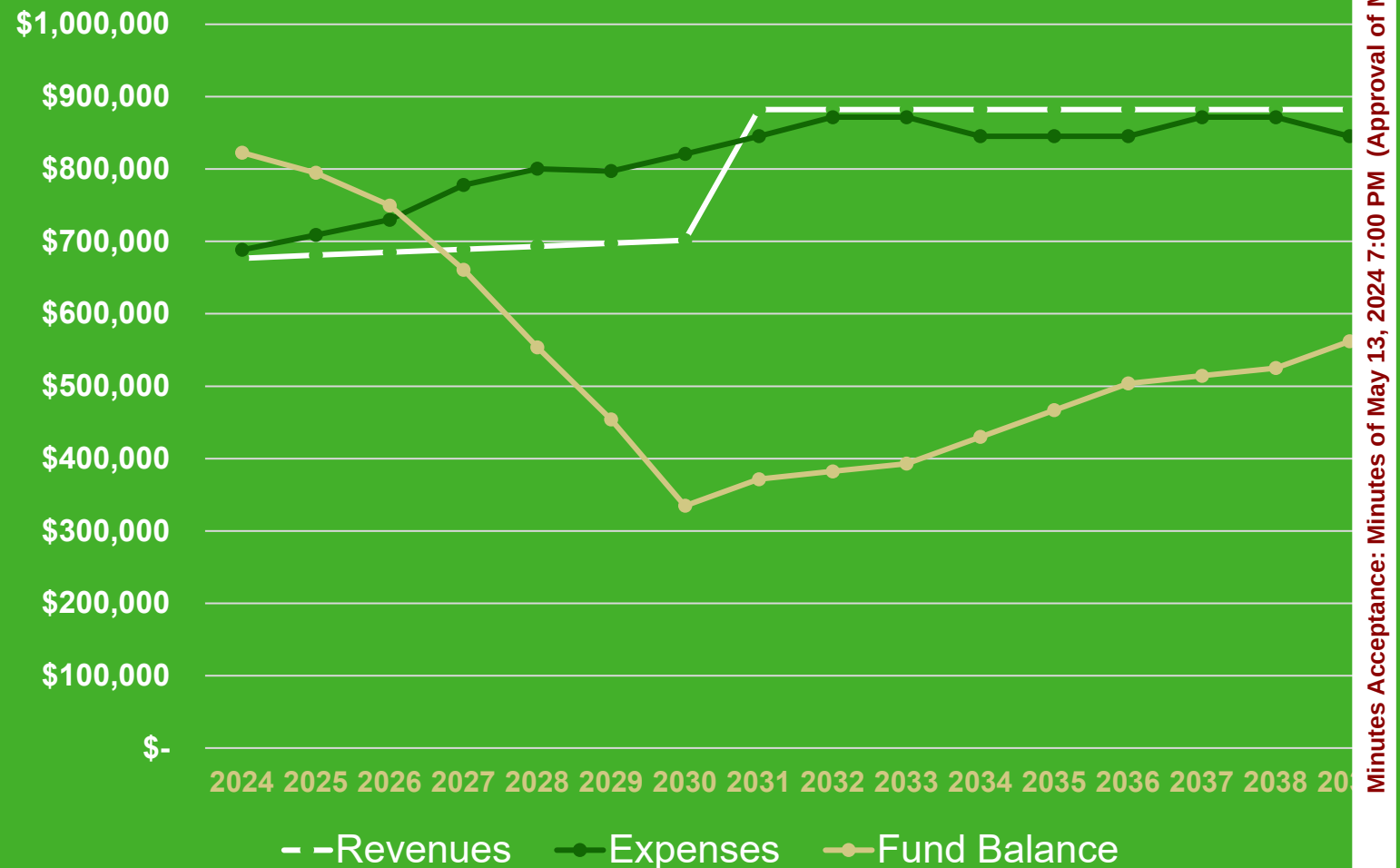
Solid Waste District Budget - Revenues



Solid Waste District Budget

- Budget reviewed and approved annually by Board of County Commissioners
- Generation fee is currently \$1/ton
2nd lowest fee in the state of Ohio
- Cost per Household = \$1.36/year
- The Solid Waste District will consider a \$0.25/ton increase to balance budget in 2031 (not part of this SW Plan)

Planning Period Forecasted Budget



Next Steps

Resolution from Fairfield City Council approving the
Butler County Solid Waste Management Plan Update

Resolution requested before July 8, 2024

Thank you!

Anne Fiehrer Flaig, Director

anne.fiehrerflaig@bcoho.gov

513.887.3963



City Council Ordinance
Regular Meeting - May 28, 2024

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

Subject:

CRA Tax Abatement for PNDE Services Group

Legislation Title:

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Professional NDE Services Group, LLC and Koehler Properties, LLC, to include an expansion of its campus located on Port Union Road and declaring an emergency.

Recommendation:

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

Background/Synopsis:

Professional NDE Services Group (PNDE), a private company operating at 3975 Port Union Road, provides non-destructive examination services for a variety of industries, including aerospace, automotive, chemical, and manufacturing. The company began operating in Fairfield in 2019 in an existing 10,000 square foot building purchased by Koehler Properties, LLC. PNDE and Koehler Properties now propose erecting a 13,000 square foot addition to the building to accommodate growth of the company.

Should this project proceed, the total building investment for the expansion is estimated at \$1.6 million. PNDE will retain 26 full-time existing jobs and will create at least 4 new full-time jobs within three years of completion of the building construction, for a total of 30 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately \$2.75 million.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 4-year, 45% property tax incentive on the assessed value of the expansion. The second agreement is a five-party Compensation Agreement. PNDE has agreed to compensate the Fairfield City School District and Butler Tech annually in the amounts of 32% and 1%, respectively, of the property tax abatement each year during the life of the tax exemption, in compliance with the City's Tax Incentive Guidelines. The Board of Education of the Fairfield City School District considered the agreement at its meeting on May 16, 2024.

Financial Impact:

PNDE and Koehler Properties are planning to construct a 13,000 square foot addition to PNDE's campus that will increase income and property tax revenue and create new jobs in the City of

Fairfield.

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. CRA Agreement - PNDE
2. School Comp Agreement - PNDE
3. PROFESSIONAL NDE-ORD

COMMUNITY REINVESTMENT AREA AGREEMENT (PNDE Services Group)

This agreement 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 “Fairfield”), Professional NDE Services Group, LLC with offices located at 3975 Port Union Road, Fairfield, Ohio 45014 (hereinafter referred to as “PNDE”) , and Koehler Properties, LLC with an address of 6334 Puma Court, Liberty Township, Ohio 45044 (hereinafter referred to as “Koehler”).

WITNESSETH;

WHEREAS, Fairfield has encouraged the development of real property and the acquisition of personal property located in the area designated as the “City of Fairfield Community Reinvestment Area”; and

WHEREAS, Koehler owns an approximately 1.867 acre site located at 3975 Port Union Road in Fairfield, Ohio, and plans to erect an approximately 13,000 square feet addition to the existing building at the location to expand the operations of PNDE (hereinafter referred to as the “PROJECT”) within the boundaries of the City of Fairfield Community Reinvestment Area to begin construction in the late Spring of 2024, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Fairfield, Ohio by Ordinance No. 173-95 adopted November 27, 1995, designated the “City of Fairfield Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective January 4, 1996, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 173-95 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as a Community Reinvestment Area under Chapter 3735; and

WHEREAS, Fairfield, having the appropriate authority to offer development incentives for the above-stated type of project, is desirous of providing PNDE and Koehler with incentives available for the development of the PROJECT in said City of Fairfield Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, PNDE and Koehler has submitted a proposed agreement application (herein attached as Exhibit A) to Fairfield, said application is hereinafter referred to as “APPLICATION”; and

WHEREAS, the Development Services Director of Fairfield as Housing Officer has investigated the application of PNDE and Koehler and has recommended the same to the City Council of Fairfield on the basis that PNDE and Koehler is qualified by financial responsibility and business

Attachment: CRA Agreement - PNDE (3958 : CRA Tax Abatement for PNDE Services Group)

experience to create and preserve employment opportunities in said City of Fairfield Community Reinvestment Area and improve the economic climate of the City of Fairfield; and

WHEREAS, the project site as proposed by PNDE and Koehler is located in the Fairfield City School District and the Board of Education of the Fairfield City School District has been notified in accordance with Ohio Revised Code Sections 3735.671 and 5709.83 and has been given a copy of the APPLICATION and this AGREEMENT; and

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

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

1. Koehler shall construct an approximately 13,000 square foot building addition at 3975 Port Union Road and complete other site improvements to house expanded operations of PNDE. Said facility and site improvements shall be constructed on Parcel A0700227000018 as the same is known and designated on the Auditor's revised list of lots in the City of Fairfield, Butler County, Ohio (as shown in Exhibit "B");

The PROJECT will involve an estimated total building investment of One Million Six Hundred Thousand Dollars (\$1,600,000).

The PROJECT will begin on or before June 1, 2024 and all construction and installation shall be completed by March 31, 2025;

2. PNDE shall retain twenty-six (26) existing full time equivalent employees and create the equivalent of four (4) new full time equivalent employees within a time period not exceeding thirty-six (36) months after completion of the construction of the PROJECT, and will maintain these employees for the remainder of the term of this AGREEMENT.
3. PNDE shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.
4. Fairfield hereby grants PNDE and Koehler a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code for the following number of years and percentages:

<u>Years of Tax Exemption</u>	<u>Tax Exemption Amount (Percentage)</u>
4 years	45%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2029 (for tax year 2028).

PNDE and Koehler must file the appropriate tax forms (DTE 24) with the Butler County Auditor to effect and maintain the exemptions covered in the agreement.

5. PNDE and Koehler, as part of this agreement, and as authorized in Section 3735.671 (A)(2)(c), shall enter into a Community Reinvestment Area Compensation Agreement with the Fairfield City School District and the Butler Technology and Career Development Schools providing for annual cash payments for each year it receives the above mentioned exemption.
6. PNDE and Koehler shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If PNDE and Koehler fails to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Fairfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason Fairfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless PNDE and Koehler materially fails to fulfill its obligations under this agreement and Fairfield terminated or modifies the exemptions from taxation pursuant to this agreement.
9. If PNDE and Koehler materially fails to fulfill their obligations under this agreement or if Fairfield determines that the certification as to delinquent taxes required by this agreement is fraudulent, Fairfield may terminate or modify the exemptions from taxation granted under this agreement. Fairfield may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. PNDE and Koehler hereby certifies that at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing

authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, PNDE and Koehler currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against PNDE and Koehler. For the purposes of the certification, delinquent taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the revised code governing payment of those taxes.

11. PNDE, Koehler, and Fairfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Fairfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
12. Fairfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, PNDE and Koehler is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis or race, religion, disability, color, national origin, or ancestry.
13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that PNDE and Koehler, any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.
14. This agreement is not transferable or assignable without the express written approval of Fairfield.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____ has caused this instrument to be executed this _____ day of _____, 2024, Professional NDE Services by Mark Koehler, its ____**TITLE**__, and Koehler Properties by Mark Koehler, its ____**TITLE**____, has caused this instrument to be executed this _____ day of _____, 2024.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

PROFESSION NDE SERVICES

By _____
Mark Koehler, **TITLE**

KOEHLER PROPERTIES

By _____
Mark Koehler, **TITLE**

Approved as to form:

Approved as to content:

John H. Clemmons
Fairfield City Law Director

Greg Kathman
Fairfield Development Services Director

Attachment: CRA Agreement - PNDE (3958 : CRA Tax Abatement for PNDE Services Group)

EXHIBIT A

CRA APPLICATION

Mike DeWine
Governor

OHIO DEPARTMENT OF DEVELOPMENT
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

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

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

Enterprise 1

PROFESSIONAL NOE SERVICES GROUP
enterprise name (LESSEE)

513-600-1364 (CELL)
telephone number

OHIO

State that company was incorporated in

MARK KOETNER
contact person

3975 POCT UNION RD.
FAIRFIELD, OHIO 45014
address

Enterprise 2

KOETNER PROPERTIES
enterprise name (LESSOR)

513-600-1364 (CELL)
telephone number

OHIO

State that company was incorporated in

MARK KOETNER
contact person

6334 PUMA CT.
LIBERTY TWP, OHIO 45042
address

- 1b. Project site:

Enterprise 1

MARK KOETNER
contact person

3975 POCT UNION RD.
address

513-600-1364
telephone number

FAIRFIELD, OHIO 45014

Attachment: CRA Agreement - PNDE (3958 : CRA Tax Abatement for PNDE Services Group)

Enterprise 2

MARK KOEHLER
contact person

513-600-1364
telephone number

6334 Puma Ct.
address

LIBERTY TWP, OHIO
45044

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

NON-DESTRUCTIVE TESTING

- 2b. List primary 6 digit NAICS # _____
Business may list other relevant SIC numbers.

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

N/A

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

LLC (PARTNERSHIP)

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

MARK KOEHLER, TIFFANY & NORM IVINS, JED CARLIER
(PROFESSIONAL NDE & CONSULTING, LLC) (IVINS CONTRACTING, LLC) (CARSHAM, LLC)

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

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

26 EMPLOYEES

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

Yes ___ No ☒

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

N/A

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

26 FULL TIME

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

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

N/A - ^(N/A) ~~BUDGET~~ EXPANSION OF CURRENT BLDG

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

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

7. Does the Enterprise owe:

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

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

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

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

8. Project Description (attach additional pages if necessary):

EXPANSION OF EXISTING BLDG DUE GROWTH

9. Project will begin MAY/JUNE 24' and be completed 12/2024 provided a tax exemption is provided.

- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 4-5+

- 10b. State the time frame of this projected hiring: 3-4 YEARS

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): 1-2 PER YEAR 2024 THRU 2026 ALL FULL TIME

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

\$ <u>\$250K - \$300K</u>	Full Time (permanent)
\$ <u>0</u>	Part Time (temporary)
\$ <u>0</u>	Permanent
\$ <u>0</u>	Temporary

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

\$ 2.5 MIL (The annual payroll of existing Ohio jobs before expansion into a new facility in the City of Fairfield.)

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

\$1.2 MIL

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

\$1.2 MIL

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

\$ 2 MIL

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

A.	Acquisition of Land/Buildings:	\$
B.	Additions/New Construction:	\$ <u>1.6 MIL (EXPANSION)</u>
C.	Improvements to existing buildings:	\$
D.	Machinery & Equipment:	\$ <u>200K</u>
E.	Furniture & Fixtures:	\$
F.	Inventory:	\$
	Total New Project Investment:	\$ <u>1.8 MIL</u>

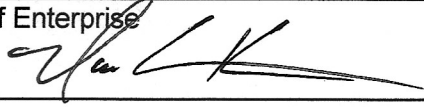
15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)

ADDITIONAL FIA RELIEF FOR A YOUNG GROWING COMPANY

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

Applicant agrees to supply additional information upon request.

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

<u>KOEHNER PROPERTIES / PROFESSIONAL NOE SERVICES GROUP</u>	
Name of Enterprise	Date <u>5-2-24</u>
	<u>MARK KOEHNER MANAGING MEMBER</u>
Signature	Typed Name and Title

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

** Attach to final CRA Agreement as Exhibit A

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

Attachment: CRA Agreement - PNDE (3958 : CRA Tax Abatement for PNDE Services Group)

EXHIBIT B

3971 Port Union Road



Attachment: CRA Agreement - PNDE (3958 : CRA Tax Abatement for PNDE Services Group)

COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT (PNDE Services Group)

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “FCSD”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), Professional NDE Services Group, LLC with offices located at 3975 Port Union Road, Fairfield, Ohio 45014 (hereinafter referred to as “PNDE”), and Koehler Properties, LLC with an address of 6334 Puma Court, Liberty Township, Ohio 45044 (hereinafter referred to as “Koehler”), specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the PNDE Services Group Community Reinvestment Area project.

Whereas, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

Whereas, the City of Fairfield, by Ordinance No. 173-95 adopted November 27, 1995 designated an area within the municipality as a Community Reinvestment Area;

Whereas, effective January 4, 1996, the Director of the Ohio Department of Development determined the area designated by the municipality contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a Community Reinvestment Area;

Whereas, City provided FCSD and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the FCSD approved the exemption pursuant to Resolution No. _____ adopted on May 16, 2024;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on May 28, 2024, to grant a tax exemption to PNDE and Koehler and enter into a formal Community Reinvestment Area Agreement; and

Whereas, City, FCSD, Butler Tech, PNDE, and Koehler pursuant to ORC section 5709.82 elect to enter into a Compensation Agreement concerning the benefits relating to the aforementioned project.

Now Therefore, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, City, FCSD, Butler Tech, PNDE, and Koehler agree as follows:

Section 1. FCSD Compensation. PNDE and Koehler shall make an annual cash payment to FCSD by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to FCSD shall be in

the amount of thirty-two percent (32%) of the total value of the tax exemption received for the preceding tax year. On or before January 31 of each year in which a payment is due by PNDE and Koehler, City and FCSD shall calculate the amount of the payment and notify PNDE and Koehler of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. PNDE and Koehler shall make an annual cash payment to Butler Tech by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to the Butler Tech shall equal \$75.00, which is estimated at the time this agreement is executed to equal one percent (1%) of the total value of the tax exemption received annually during the exemption term.

Section 3. Waiver of Notice Provision. FCSD and Butler Tech hereby waive any notice provisions pursuant to ORC 3735.671 (A) (1) or 5709.83 for this tax exemption only.

Section 4. Amendments. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes. Should the State of Ohio significantly alter the manner in which funding is provided to local and joint vocational school districts, then all parties agree to reconsider the terms of this agreement for possible amendment.

Section 5. Entire Agreement. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

Section 6. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City:	City Manager 5350 Pleasant Avenue, Fairfield, Ohio 45014
FCSD:	Treasurer 4641 Bach Lane, Fairfield, Ohio 45014
Butler Tech:	Chief Financial Officer 3603 Hamilton Middletown Road, Hamilton, Ohio 45011
PNDE:	Managing Member 3975 Port Union Road, Fairfield, Ohio 45014
Koehler:	Managing Member 6334 Puma Court, Liberty Township, Ohio 45044

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

Section 7. Severability of Provisions. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

In witness thereof, the City of Fairfield by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2024, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2024, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2024, Professional NDE Services by Mark Koehler, its **TITLE** , and Koehler Properties by Mark Koehler, its **TITLE** , has caused this instrument to be executed this _____ day of _____, 2024.

Witness:

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
Nancy Lane, Treasurer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT BOARD OF EDUCATION

By _____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By _____
Scott W. Timmer, City Manager

[Signatures continued on next page]

Attachment: School Comp Agreement - PNDE (3958 : CRA Tax Abatement for PNDE Services Group)

PROFESSION NDE SERVICES

By _____
Mark Koehler, Managing Member

KOEHLER PROPERTIES

By _____
Mark Koehler, Managing Member

Approved as to content:

Greg Kathman
Fairfield Director of Development Services

Approved as to form:

John H. Clemmons
City of Fairfield Law Director

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR PROFESSIONAL NDE SERVICES GROUP, LLC AND KOEHLER PROPERTIES, LLC TO INCLUDE AN EXPANSION OF ITS CAMPUS LOCATED ON PORT UNION ROAD AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives for Professional NDE Services Group, LLC and Koehler Properties, LLC, to include an expansion of its campus located at 3975 Port Union Road in accordance with the agreements 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 expansion and additional jobs can begin 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\2024\PROFESSIONAL NDE-ORD

Attachment: PROFESSIONAL NDE-ORD (3958 : CRA Tax Abatement for PNDE Services Group)



City Council Ordinance
Regular Meeting - May 28, 2024

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

Subject:

Mack & Route 4 Development Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute a Development Agreement with Blaze Properties Fairfield LLC, and any and all documents necessary to carryout the purposes thereof, relative to the redevelopment of 7051 and 7075 Dixie Highway in the Route 4 corridor, 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:

The Route 4 corridor is a focus area for redevelopment of older and/or underutilized properties. In recent years, Development Services staff identified the northwest corner of Mack Road and Route 4 as a redevelopment opportunity. The corner contains a vacant former PNC Bank branch at 7075 Dixie Highway and a vacant former car wash/detailing business at 7051 Dixie Highway, both of which are accessed by a service drive adjacent to Route 4.

The City was approached by Blaze Properties, an affiliated entity of Anchor Associates, with a plan to acquire and demolish the buildings at 7051 and 7075 Dixie Highway to redevelop the site for a new Wawa gas station and convenience store. Wawa is a major gas and convenience store company operating primarily along the East Coast and currently expanding in the Cincinnati market. Two other Wawa locations are in development in Fairfield at the intersections of Symmes Road at Route 4 and Tylersville Road at Bypass 4.

Redevelopment of the site at Mack and Route 4 is complicated by the alignment of the service drive and a 60-inch public storm sewer that are currently located near the center of the site. Realignment of both is necessary to facilitate redevelopment for a Wawa. Blaze Properties requested assistance with the project due to the complex nature of assembling the properties, demolishing the three vacant buildings, and redesigning the public infrastructure.

Approval of this ordinance will authorize the City Manager to execute an agreement related to the redevelopment of 7051 and 7075 Dixie Highway, as well as related documents including necessary right-of-way vacation and dedication plats required to facilitate the project. The agreement authorizes a City grant of \$230,000. Blaze Properties will make an estimated \$3.4 million investment to acquire and prepare the site for redevelopment. Construction of the new Wawa

represents an additional \$7 million investment and will provide for the creation of an estimated 40 jobs.

Financial Impact:

The \$230,000 grant amount is proposed to be funded from the Transformative Economic Development (TED) fund. Redevelopment of a prominent Route 4 corridor corner is consistent with the purposes of this fund.

Emergency Provision Explanation:

Emergency approval of the ordinance is requested to ensure that agreements can be executed in a timely manner so redevelopment activities can immediately commence, resulting in earlier benefits to businesses in the Route 4 corridor.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Mack & Route 4 - Agreement
2. Mack & Route 4 - Exhibit B
3. BLAZE PROPERTIES-ORD

DEVELOPMENT AGREEMENT
(Mack & Route 4)

THIS Development Agreement ("Agreement") is made and entered into this ____ day of _____ 2024 by and between the **City of Fairfield, Ohio**, an Ohio municipal corporation (hereinafter referred to as "**City**") and **BLAZE PROPERTIES FAIRFIELD LLC**, an Ohio limited liability company (hereinafter referred to as "**Developer**").

WITNESSETH

WHEREAS, the City prioritizes the physical appearance and economic health of the Route 4 corridor, consistent with the Fairfield Forward Comprehensive Plan adopted by Fairfield City Council in 2019; and

WHEREAS, the City and Developer are desirous of strengthening the economic conditions of the Route 4 corridor by demolishing and preparing for redevelopment the properties near the intersection of Mack Road and Route 4 in the City; and

WHEREAS, Developer has acquired, or will acquire, the former bank property at 7075 Dixie Highway (Lot A as shown on Exhibit A attached hereto) and the former car wash property at 7051 Dixie Highway (Lot B as shown on Exhibit A attached hereto). Lot A and Lot B are collectively hereinafter referred to as "Property"). Developer plans to demolish the existing improvements at the Property and prepare the site for development on the Property of a gas station and convenience store; and

WHEREAS, the City seeks to increase employment opportunities and to encourage the establishment of new jobs in the City, and 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 Section 718.15 and 718.151 of the Ohio Revised Code; and

WHEREAS, the City believes that its financial incentive as contemplated in this Agreement will have a significant direct impact to encourage economic development within the Fairfield

community, improve the image and economic health of the Route 4 corridor, and have a positive impact on the revenues of the City through the creation and maintenance of job opportunities.

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. **Developer Obligations:** Subject to the terms and conditions stated herein, Developer agrees to acquire the Property, demolish the existing buildings, and prepare the site for redevelopment as a gas station and convenience store and to complete the following (hereinafter the "Project"). Developer's estimated total investment in the Project is \$3.4 million.

a. Developer will demolish the existing bank and car wash buildings and associated site infrastructure; and

b. Developer shall engage an engineer to prepare design and specifications for the redevelopment of the property which shall include (i) relocation of a storm sewer and construction of same and the grant of necessary utility easements; and (ii) relocation of the roadway through the Property as generally shown in the preliminary site plan for the Project as shown in Exhibit B. Developer shall install the new storm sewer and roadway and prepare, at its sole cost and expense, the dedication and vacation plats for the roadway. The design and specifications for the relocation and construction of the storm sewer and relocation and construction of the roadway shall be subject to review, approval, and construction inspection by the City; and

c. Developer shall consolidate Lot A, Lot B, and such portion of the vacated service drive which becomes the property of Developer upon vacation of the existing right-of-way. Developer shall be responsible for engaging a surveyor to complete the required consolidation plat and delivery of same to City.

d. Upon completion of the Project, including the Developer obligations as described in Section 1 of this Agreement, the Developer shall submit a written notice of Project completion to the City.

2. **City Obligations:** In order to promote and encourage economic development in the City of Fairfield and the redevelopment of the Property, which will provide valuable services to the community and create additional job opportunities in the City of Fairfield, City agrees to:

a. Within 15 days of receipt of the written notice of Project completion as defined in Section 1d of this Agreement, the City will notify the Developer of any deficiencies that require additional work by the Developer, or of acceptance of Project completion. Within 30 days of acceptance of Project completion, the city will provide a grant in the amount of \$230,000 to the Developer.

b. Upon receipt of the Plats, subject to approval by City Council, vacate the public roadway approximately as shown on Exhibit A and record the dedication and vacation plats at its expense.

3. **Timeline:** The Developer expects to complete the Project before the end of calendar year 2024. If the Developer has not completed acquisition of both Lot A and Lot B on or before October 31, 2024, this Agreement will be terminated unless an extension is granted by the City in writing.

4. **Construction of New Development:** It is anticipated that once the demolition and site development is completed, the Property will be developed into a gas station and convenience store by a third-party following completion of the Project.

5. **Additional Terms:**

a. Non-Discrimination. By executing this agreement, Tenant and Landlord committing to following non-discriminating hiring practices acknowledging that no individual

may be denied employment solely on the basis of race, religion, disability, color, national origin, or ancestry.

b. 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.

c. Forum and Venue. All actions regarding this Agreement shall be brought in any court of competent subject matter jurisdiction in Butler County, Ohio.

d. 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.

e. 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.

f. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted without the prior express written consent of City not to be reasonably withheld, delayed, or conditioned. 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 Developer in the event of the sale of its Property.

g. 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 the Developer, but to any and all successors and assigns.

h. 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 Avenue
Fairfield, Ohio 45014

Developer: BLAZE PROPERTIES FAIRFIELD LLC
Jason Gibson
4901 Hunt Road, Suite 102
Blue Ash, Ohio 45242

IN WITNESS WHEREOF, the City of Fairfield, Ohio, pursuant to Ordinance _____, has caused this instrument to be executed this ____ day of _____, 2024, and BLAZE PROPERTIES FAIRFIELD LLC has caused this instrument to be executed this ____ day of _____, 2024.

City:

City of Fairfield

Scott W. Timmer
City Manager

Developer:

BLAZE PROPERTIES FAIRFIELD LLC

Jason Gibson
Managing Member

Approved as to Form:

John H. Clemmons
Fairfield City Law Director

Approved as to Content:

Gregory Kathman
Fairfield Development Services Director

FISCAL OFFICER'S CERTIFICATE

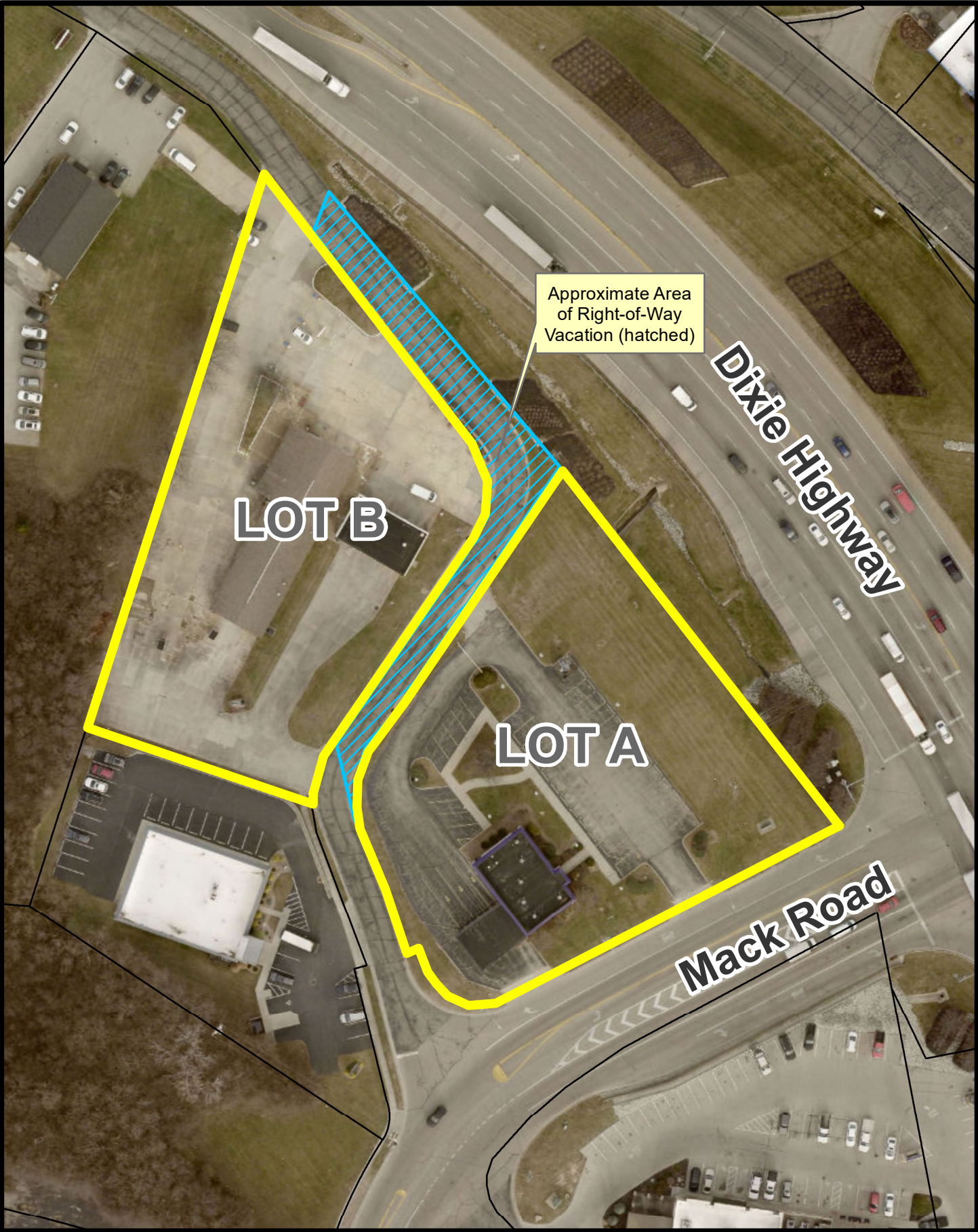
As fiscal officer for the City of Fairfield, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet the obligation of the City in the year 2024) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: _____, 2024

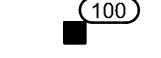
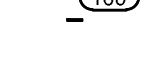
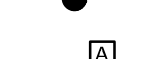
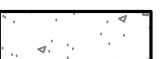
Chris Hacker, Director of Finance
City of Fairfield, Ohio

Attachment: Mack & Route 4 - Agreement (3956 : Mack & Route 4 Development Agreement)

EXHIBIT A

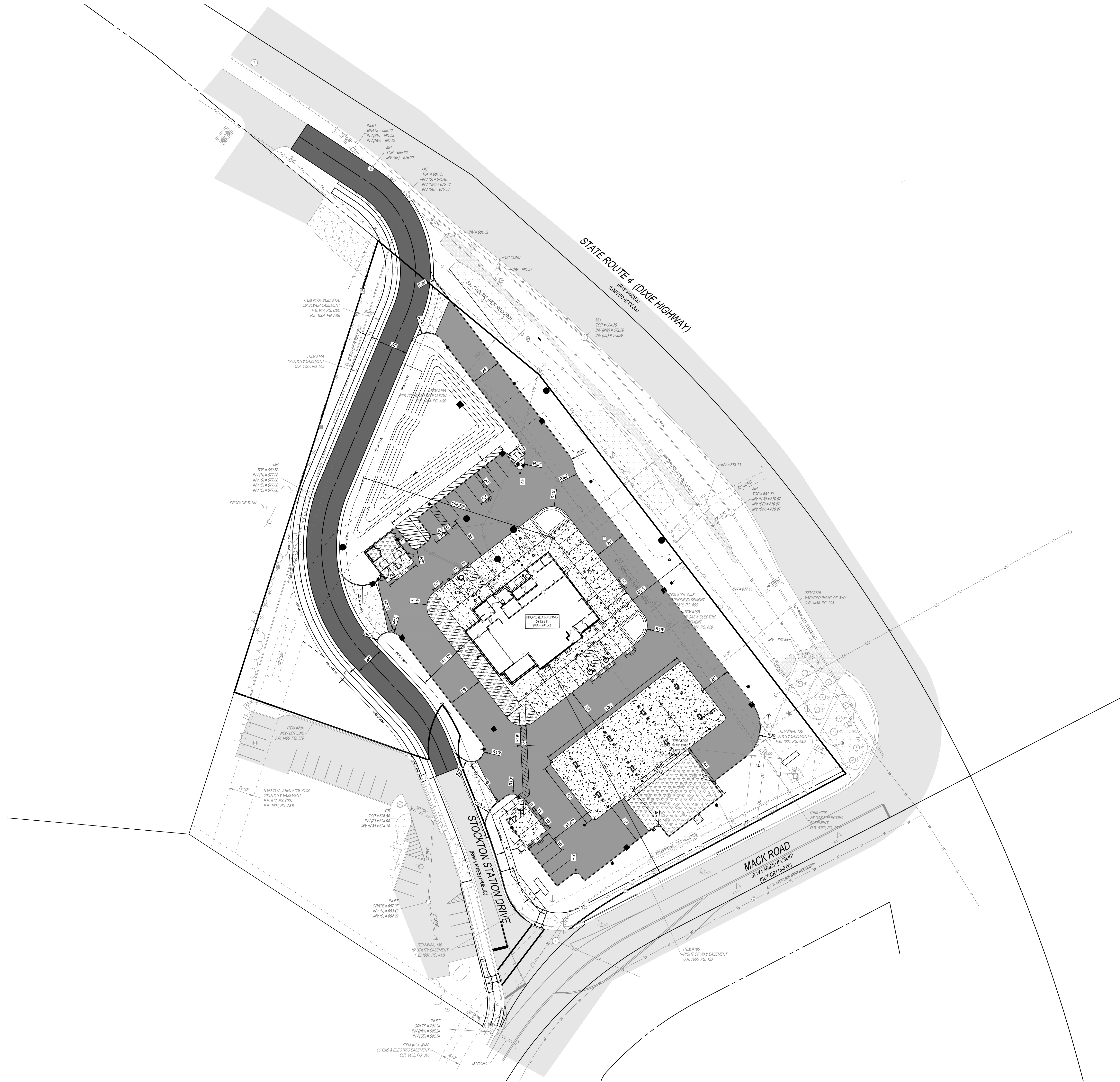


Attachment: Mack & Route 4 - Agreement (3956 : Mack & Route 4 Development Agreement)

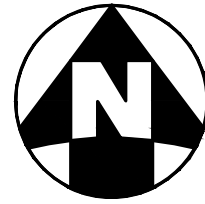
- PROPOSED LEGEND**
-  CURB INLET/CATCH BASIN
 -  HEADWALL
 -  STORM SEWER CLEANOUT
 -  STORM MANHOLE
 -  SANITARY SEWER CLEANOUT
 -  SANITARY SEWER MANHOLE
 -  HEAVY DUTY CONCRETE
 -  STANDARD DUTY CONCRETE
 -  WAWA ASPHALT PAVEMENT SECTION
 -  CONCRETE SIDEWALK
 -  ROADWAY PAVEMENT
 -  PROPOSED PROPERTY LINE

PARKING REQUIRED	
STANDARD:	30 SPACES
PROPOSED PARKING:	
STANDARD:	30 SPACES
HC ACCESSIBLE:	3 SPACES
EV CHARGING:	8 SPACES
TOTAL:	41 SPACES
BICYCLE PARKING:	5 SPACES
EXISTING ZONING:	GENERAL BUSINESS (C-3)

FLOOD DATA: SUBJECT SITE IS LOCATED IN ZONE X-AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA'S NON-PRINTED PANEL NO. 39017C032F WITH AN EFFECTIVE DATE OF 10/19/2018.



NOTE
UNDERGROUND UTILITIES ARE PLOTTED FROM A COMPILED OF AVAILABLE RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES CANNOT BE VERIFIED. PLEASE NOTIFY THE OHIO UTILITY PROTECTION SERVICE AT 811 OR 1-800-362-2764 BEFORE ANY PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.

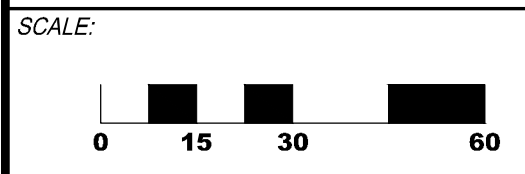


SEAL:

NO.	DATE	DESCRIPTION
1	2024-05-03	PERMIT SET

WAWA FAIRFIELD
CITY OF FAIRFIELD
BUTLER COUNTY, OH

PROJECT NO: 230863.002
DATE: 05-15-2024



SHEET NAME:

SITE LOCATION PLAN

SHEET NO:
1 OF 1

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH BLAZE PROPERTIES FAIRFIELD, LLC AND ANY AND ALL DOCUMENTS NECESSARY TO CARRY OUT THE PURPOSES THEREOF, RELATIVE TO THE REDEVELOPMENT OF 7051 AND 7075 DIXIE HIGHWAY IN THE ROUTE 4 CORRIDOR AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a Development Agreement with Blaze Properties Fairfield, LLC and any and all documents necessary to carry out the purposes thereof, relative to the redevelopment of 7051 and 7075 Dixie Highway in the Route 4 Corridor in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the redevelopment process can begin this construction season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\BLAZE PROPERTIES-ORD

Attachment: BLAZE PROPERTIES-ORD (3956 : Mack & Route 4 Development Agreement)



City Council Ordinance
Regular Meeting - May 28, 2024

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

Subject:

5104-06 Pleasant Avenue Development Agreement

Legislation Title:

Ordinance to authorize the City Manager to execute a Development Agreement with Number One 1688, LLC relative to facade improvements at 5104-06 Pleasant Avenue within Fairfield's Town Center area, 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:

Over the past three years, the City has partnered with property and business owners within Riegert Square to complete improvements to consolidate driveways, improve signage, and improve overall aesthetics of Riegert Square. With those improvements nearly complete, Development Services staff has had subsequent conversations with various owners regarding building facade improvements.

5104-06 Pleasant Avenue is best known as the location of Lee's Chinese. The building is owned by an entity controlled by Lee's owner Eddie Chen. The building also includes another commercial space directly north of Lee's that currently houses Unique Fashions and Gift Shop.

The City acquired the neighboring building at 5110 Pleasant as part of the larger Riegert Square project and worked with the owner of 5120 Pleasant to plan and implement similar facade improvements to create more modern commercial storefronts. Improvements to the facade of 5104-06 Pleasant would modernize three contiguous storefronts at the center of Riegert Square. The proposed improvements include refacing the gable, installing new wood columns under the porch, and painting building trim.

Approval of this ordinance will authorize the City Manager to execute an agreement related to the improvements of 5104-06 Pleasant Avenue. The agreement requires the property owner to invest at least \$5,000 and authorizes a City grant of up to \$20,000 or eighty-percent of the project cost. The property owner will be responsible for ongoing maintenance of the improvements.

Financial Impact:

The \$20,000 grant amount is proposed to be funded from the Transformative Economic Development (TED) fund. This fund was also used for a grant to support the facade renovation at

5120 Pleasant Avenue.

Emergency Provision Explanation:

Emergency approval of the ordinance is requested to ensure that agreements can be executed in a timely manner so that construction can advance on a similar timeframe to other Riegert Square improvements, resulting in earlier benefits to businesses in the Town Center area.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 5104 Pleasant Agreement
2. 5104 & 5106 Pleasant Avenue Exhibit A
3. NUMBER ONE 1688-ORD

DEVELOPMENT AGREEMENT **(5104-06 Pleasant)**

THIS Development Agreement, "Agreement" is made and entered into this ____ day of June 2024 by and between the **City of Fairfield, Ohio**, an Ohio municipal corporation (hereinafter referred to as "**City**") and **Number One 1688, LLC** (hereinafter referred to as "**Owner**").

WITNESSETH

WHEREAS, the City prioritizes the physical appearance and economic health of the Pleasant Avenue corridor, consistent with the 1993 Town Center Development Plan and 2019 Fairfield Forward Comprehensive Plan both adopted by Fairfield City Council; and

WHEREAS, the Owner is the fee simple property owner of 5104-06 Pleasant Avenue (hereinafter referred to as "Property"); and

WHEREAS, the Owner purchased the Property in 2022 and has invested in interior improvements to re-tenant the formerly-vacant storefront at 5104 Pleasant Avenue while maintaining the Lee's Chinese Food to Take-Out restaurant in the storefront at 5106 Pleasant Avenue; and

WHEREAS, the City and Owner have developed plans for façade improvements to the Property (collectively hereinafter referred to as the "Project"), and the City developed plans for complementary façade improvements to the neighboring buildings at 5110 and 5120 Pleasant Avenue (hereinafter referred to a "Neighboring Projects"); and

WHEREAS, the City seeks to increase employment opportunities and to encourage the establishment of new jobs in the City, and 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 Section 718.15 and 718.151 of the Ohio Revised Code; and

WHEREAS, the City believes that its financial incentive as contemplated in this Agreement will have a significant direct impact within the Fairfield community, improve the image and economic health of the Town Center, and have a positive impact on the revenues of the City through the creation and maintenance of job opportunities.

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. **Façade Improvements:** Owner and City have developed plans for improvements to be made to the Property as shown on the Architectural rendering attached as Exhibit A. (hereinafter "Improvements"). The improvements include: 1) application of EIFS on the front gable roof façade, 2) replacement of iron columns with wood columns, 3) replacement of gutter and downspouts, 4) painting the front gable and building trim and 5) all other modifications to the exterior façade of the building as shown on Exhibit A. Additional improvements may be included upon agreement of the City and Owner if the budget allows.

2. **Design Review:** Because the Property is located within the City's Town Center zoning overlay area, City review and approval of exterior building renovations require approval. City will apply on behalf of Owner to the City's Planning Commission for approval of the Project design and specifications, if required.

3. **Permits and Construction:** Owner will complete the Improvements by entering into contracts with contractors selected by Owner and Owner shall pay contractor(s) for completed work. Owner may coordinate and use the same contractor(s) engaged by the City for the City's intended improvements to the Neighboring Projects, however all contracts and invoicing for the Project and Neighboring Projects shall be billed separately. Owner or its contractor(s) must obtain all required building permits from the City's Building & Zoning Division prior to commencing work.

4. **Owner Funding Commitment:** The Owner and/or a tenant of the Owner will contribute a minimum of \$5,000 matching funds toward the Project costs to complete the Improvements. Owner shall be required to document its contribution and shall not be credited for any expenses previously or hereafter paid by Owner for improvements to the interior space of the Property or for expenses paid that were not in furtherance of the Improvements.

5. **Façade Grant:** City will grant to Owner an amount equal to the lesser of 80% of the total costs for the Improvements or \$20,000.00. City will disburse \$8,000 to the Owner upon receipt of documentation that the Owner has entered into contracts for completion of the Improvements. The City will disburse the remaining grant funds due to Owner after all Improvements have been completed in accordance with paragraph 1 herein and Owner has submitted to City the following: 1) documentation of approved final inspection(s) for all Project construction work by the City's Building & Zoning Division, 2) documentation of the actual costs for the Improvements as demonstrated by paid invoices for materials and contractor services, and 3) documentation confirming that Owner or a tenant of Owner has paid the matching funds as detailed in Section 4.

6. **Permit Fee Waiver:** City will waive building permit fees related to plan review and inspection of the Project.

8. **Project Timeline:** City and Owner will make all reasonable efforts to complete the Project on or before September 30, 2024. If the Project has not commenced by December 30, 2024, this Agreement will be terminated unless an extension is granted by the City in writing. If the Agreement is terminated because the Project did not commence by December 30, 2024 or any subsequent extended deadline established by the City, Owner will immediately repay to the City any amount of the grant funds paid to Owner including the initial sum of \$8,800 if the payment described in Section 5 of this Agreement disbursed to Owner.

9. **Additional Terms:**

(a) Non-Discrimination. By executing this agreement, Owner agrees not to engage in discriminatory hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, disability, color, national origin, or ancestry.

(b) 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.

(c) Forum and Venue. All actions regarding this Agreement shall be brought in any court of competent subject matter jurisdiction in Butler County, Ohio.

(d) 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.

(e) 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.

(f) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted 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 Owner in the event of the sale of its Property.

(g) 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 the Owner, but to any and all successors and assigns.

(h) 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 Avenue
Fairfield, Ohio 45014

Owner: Number One 1688, LLC
c/o Enhui Chen, Authorized Member
8339 S. Port Drive
West Chester Twp., OH 45069

Attachment: 5104 Pleasant Agreement (3962 : 5104-06 Pleasant Avenue Development Agreement)

IN WITNESS WHEREOF, the City of Fairfield, Ohio, pursuant to Ordinance _____, has caused this instrument to be executed this ____ day of June 2024, and **Owner** has caused this instrument to be executed this ____ day of June 2024.

City:**City of Fairfield**

 Scott W. Timmer
 City Manager
Owner:**Number One 1688, LLC**

 Name: Enhui Chen
 Title: Authorized Member

Approved as to Form:

 John H. Clemmons
 Fairfield City Law Director

Approved as to Content:

 Gregory Kathman
 Fairfield Development Services Director

Attachment: 5104 Pleasant Agreement (3962 : 5104-06 Pleasant Avenue Development Agreement)

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for the City of Fairfield, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet

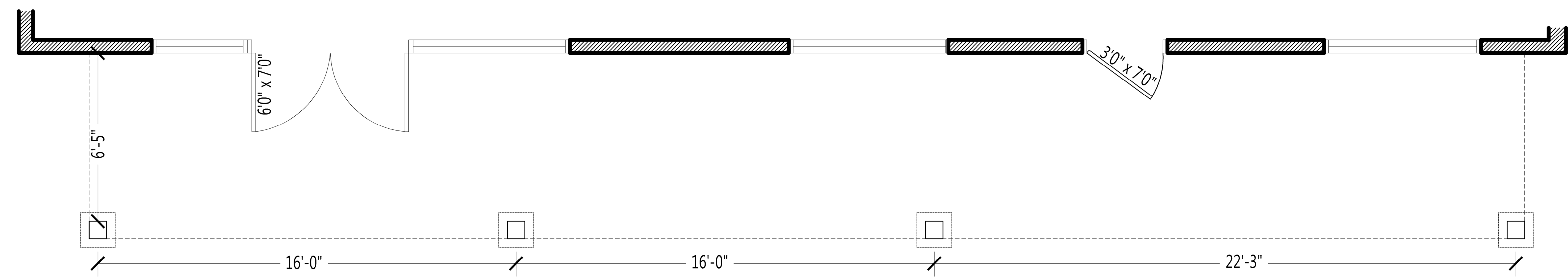
the obligation of the City in the year 2024) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: June _____, 2024

Chris Hacker, Director of Finance
City of Fairfield, Ohio

Attachment: 5104 Pleasant Agreement (3962 : 5104-06 Pleasant Avenue Development Agreement)

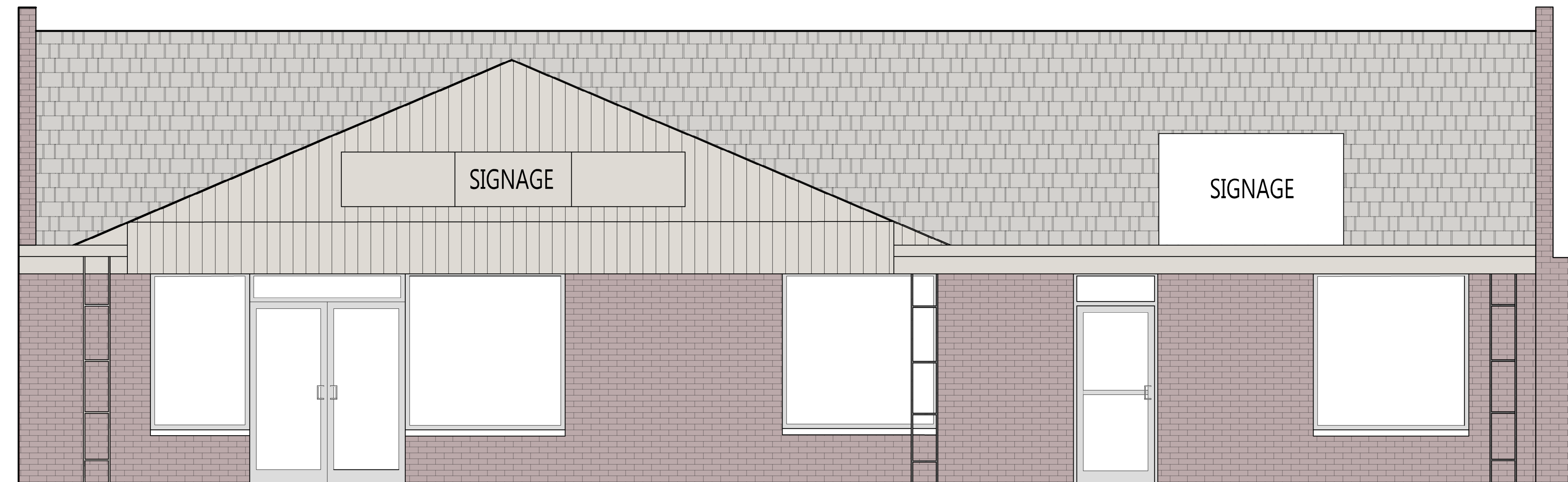
EXHIBIT A



NEW PORCH PLAN
SCALE: 1/4" = 1'-0"



PROPOSED ELEVATION
SCALE: 3/8" = 1'-0"



EXISTING ELEVATION
SCALE: 3/8" = 1'-0"

Copyrighted
All Rights Reserved

PRELIMINARY
Not For Construction

THE ARCHITECT INDICATED ABOVE HAS BEEN
RETAINED SOLELY TO PREPARE DRAWINGS FROM
INFORMATION FURNISHED BY THE OWNER AND
OTHERS FOR THE PURPOSE OF OBTAINING BUILDING
OR OTHER PERMITS FROM APPROPRIATE AGENCIES AS
REQUIRED BY THE APPLICABLE BUILDING AND
ZONING CODES OR OTHER REGULATIONS, STATUTES
OR ORDINANCES.

ALL WORK OF THE OWNER OR PERSONS PERFORMING
WORK SHALL CONFORM TO THE REQUIREMENTS OF
ALL CODES, LAWS, REGULATIONS, ETC. HAVING
JURISDICTION OVER THE WORK.

CDA
COMMUNITY
DESIGN ALLIANCE

236 High Street
Hamilton, Ohio 45011
513-275-1740

City of Fairfield
5104 & 5106 Pleasant Avenue
Fairfield, Ohio 45014

ISSUANCES	
3/21/24	SCHEMATIC

SCHEMATIC
ELEVATIONS/
PLAN

DATE Date

COMM NO.

SHEET NO.

A1.0

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH NUMBER ONE 1688, LLC RELATIVE TO FAÇADE IMPROVEMENTS AT 5104-06 PLEASANT AVENUE WITHIN FAIRFIELD'S TOWN CENTER AREA AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a Development Agreement with Number One 1688, LLC relative to façade improvements at 5104-06 Pleasant Avenue within Fairfield's Town Center area in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the redevelopment process can proceed on the same timeframe as other contiguous improvements; 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\2024\NUMBER ONE 1688-ORD

Attachment: NUMBER ONE 1688-ORD (3962 : 5104-06 Pleasant Avenue Development Agreement)



City Council Ordinance
Regular Meeting - May 28, 2024

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

Subject:

Community Improvement Corporation Designation and Grant

Legislation Title:

Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing grants totaling \$3,300,000 to be made to the Community Improvement Corporation of Fairfield for public purposes, 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:

The Community Improvement Corporation of Fairfield ("Fairfield CIC") was established in 1967 and reorganized in 2022 to facilitate real estate-related projects within the City. The Fairfield CIC is expected to play a role in prioritizing and executing projects within the Route 4 corridor completed as part of the revitalization projects partially funded by a \$3 million grant of American Rescue Plan Act (ARPA) funding from Butler County. Additionally, the Fairfield CIC is envisioned to take a lead role in redevelopment projects in the Town Center and/or other areas of the City.

The Fairfield CIC has requested three grants of funding from the City to allow the organization to complete project implementation. Approval of this ordinance would affirm that the Fairfield CIC can act as a development agency on behalf of the City and provides a grant of \$2,300,000 from the ARPA funding from Butler County, a grant of \$500,000 from the Transformative Economic Development (TED) Fund, and a grant of \$500,000 from the Northeast Area TIF District fund.

Financial Impact:

A grant of \$2,300,000 will be made from the Butler County ARPA funds, fully expending the \$3 million allocation provided by the Butler County Commissioners. Additionally, grants of \$500,000 each will be made from the City's Transformative Economic Development (TED) Fund and Northeast Area TIF District fund.

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. COMMUNITY IMPROVEMENT CORPORATION-ORD

ORDINANCE NO. _____

ORDINANCE AFFIRMING THE DESIGNATION OF THE COMMUNITY IMPROVEMENT CORPORATION OF FAIRFIELD AS THE CITY'S AGENCY FOR DEVELOPMENT IN THE CITY AND AUTHORIZING GRANTS TOTALING \$3,300,000 TO BE MADE TO THE COMMUNITY IMPROVEMENT CORPORATION OF FAIRFIELD FOR PUBLIC PURPOSES AND DECLARING AN EMERGENCY.

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

Section 1. The designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City is hereby affirmed and grants totaling \$3,300,000 to be made to the Community Improvement Corporation of Fairfield for public purposes in accordance with the agreement on file in the office of the City Manager are hereby authorized.

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 CIC development projects proceed in a timely manner; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\COMMUNITY IMPROVEMENT CORPORATION-ORD

Attachment: COMMUNITY IMPROVEMENT CORPORATION-ORD (3957 : Community Improvement Corporation Designation and Grant)



City Council Action Item
Regular Meeting - May 28, 2024

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Dixie Food Mart Liquor Permit

Legislation Title:

Simple Motion: Motion to/not request a hearing regarding a liquor permit application in the name of Philo-Kitchen Limited dba Wado African Restaurant & Bar, 6600 T Dixie Highway, Fairfield, OH 45014 (Permit Class D1 & 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 Philo-Kitchen Limited dba Wado African Restaurant & Bar, 6600 T Dixie Highway, Fairfield, OH 45014 (Permit Class D1 & D2).

Background/Synopsis: The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a D1 & D2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. LiquorPermit.PhiloKitchen

**DEPARTMENTAL
CORRESPONDENCE**

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

FROM: Alisha Wilson, Clerk of Council

DATE: May 2, 2024

SUBJECT: REQUEST FOR BACKGROUND CHECK – LIQUOR PERMIT

Attached is a liquor permit application in the name Philo-Kitchen Limited dba Wado African Restaurant & Bar, 6600 T Dixie Highway, Fairfield, OH 45014 (Permit Classes: D1 and D2).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, May 20** for the item to be added to Council's Regular Meeting agenda of Tuesday, May 28, 2024. If you are unable to meet this deadline, please let me know as soon as possible so I can request an extension.

Thank you for your assistance.

c: Scott Timmer, City Manager
File

Attachment: LiquorPermit.PhiloKitchen (3968 : Dixie Food Mart Liquor Permit)

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

TO

6877515		NEW		PHILO-KITCHEN LIMITED DBA WADO AFRICAN RESTAURANT & BAR 6600 T DIXIE HWY FAIRFIELD OH 45014
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 08 2024				
FILING DATE				
D1 D2		PERMIT CLASSES		
09	011	A	E12598	
TAX DISTRICT		RECEIPT NO.		

FROM 04/26/2024

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



MAILED 04/26/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/28/2024

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

REFER TO THIS NUMBER IN ALL INQUIRIES.

A NEW 6877515

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

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



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

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

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

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

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

Attachment: LiquorPermit.PhiloKitchen (3968 : Dixie Food Mart Liquor Permit)

FAIRFIELD

O H I O

13.B.1.a

DEPARTMENTAL CORRESPONDENCE

Date: 5/2/24

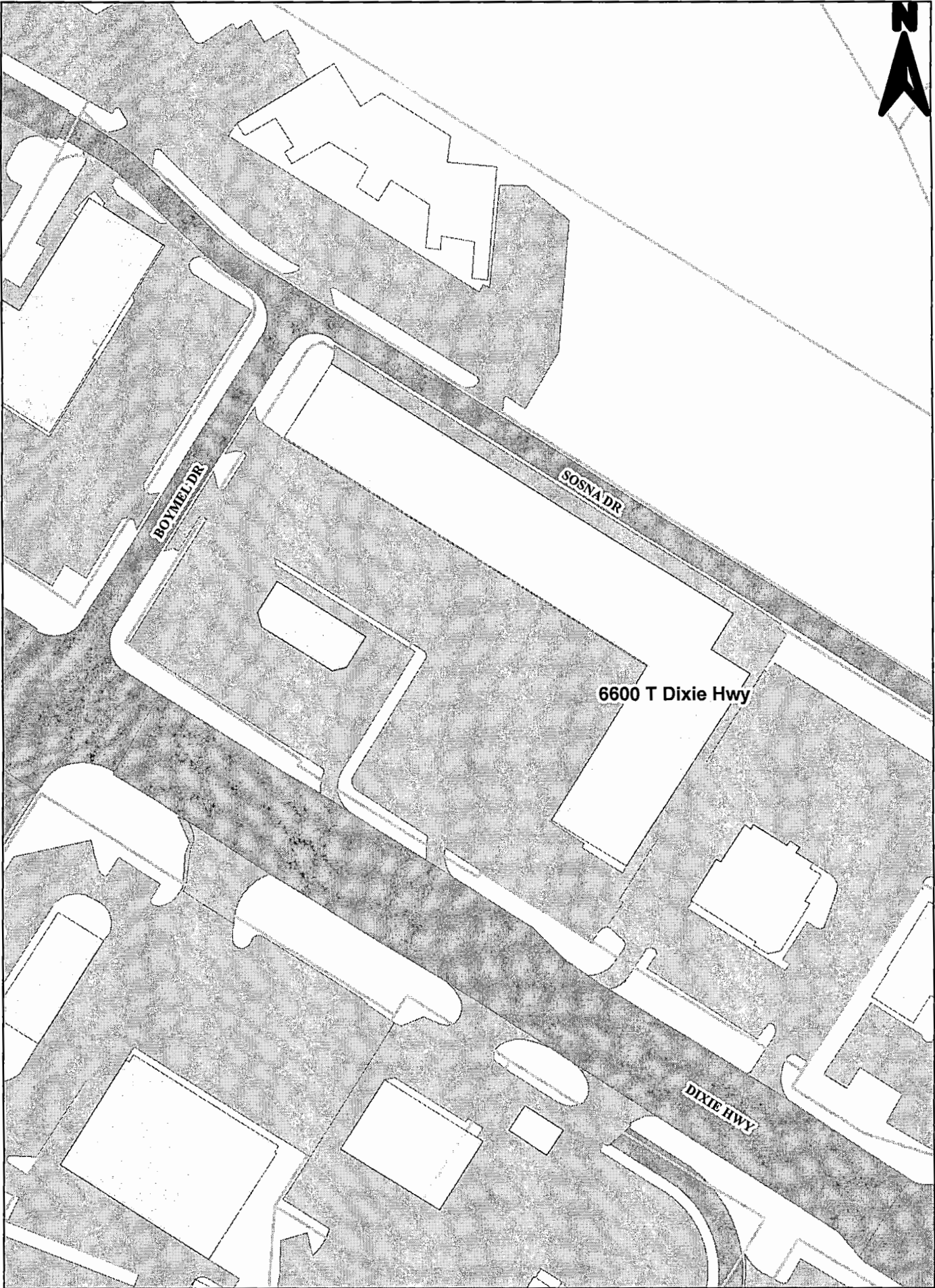
To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director *GK*

Subject: Liquor Permit Application

The business located at 6600 Dixie Highway, Unit T, in the name of Philo-Kitchen Limited and doing business as Wado African Restaurant & Bar, is in the C-3A, General Business District Modified and is a permitted use as a restaurant. Should the applicant wish to operate this facility as a lounge, tavern, night club or entertainment venue solely or in conjunction with the restaurant, a Conditional Use Permit must be secured through the Planning Commission.

Attachment: LiquorPermit.PhiIoKitchen (3968 : Dixie Food Mart Liquor Permit)



Attachment: LiquorPermit.PhiloKitchen (3968 : Dixie Food Mart Liquor Permit)

NAME OF ESTABLISHMENT Philo-Kitchen Limited

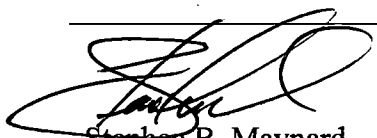
ADDRESS DBA Wado African Restaurant & Bar

6600 T Dixie Hwy

Fairfield, OH 45014

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

REMARKS:


 Stephen B. Maynard
 Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: May 15, 2024

Attachment: LiquorPermit.PhiloKitchen (3968 : Dixie Food Mart Liquor Permit)



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Engineering Consultant Selection for the Fairfield Extension of the Great Miami River Trail (GMRT)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Fishbeck for improvement design for the Fairfield Extension of the Great Miami River Trail (GMRT) and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter contract with Fishbeck to design the improvements for the Great Miami River Trail Extension and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into the attached agreement with Fishbeck to design the improvements to add a network component for the Great Miami River Trail (GMRT) which currently ends at Waterworks Park in Fairfield. The section being considered is approximately 5000 feet of new trail. There is 4300 feet of existing trail that will be utilized with much of it being resurfaced. This phase would allow the path to be accessed directly by a considerable portion of the City's residential population without driving, connect the trail through Marsh Park and allow for future expansion to the Dog Park and eventually into Hamilton County.

The Public Works Department advertised this engineering on ODOT's website for consultant services and received multiple proposals. The Public Works and Parks Departments scored the submittals from each consultant and selected Fishbeck through a quality based selection process. Attached is the negotiated fee schedule.

A master plan for Marsh Park was completed by Kleingers and Associates for the City in 2016. The master plan included multi-use trail plans connecting Marsh Park to the Great Miami River Trail network. An updated master plan is being performed now with Designing Local and planning efforts will include this trail as a key component.

The City received a grant from the Ohio Kentucky Indiana Regional Council of Governments for this project.

With the approved funding, this project would bid in 2026/2027.

The project is programmed in the current 2024-2028 CIP as 4PW36. OKI will be funding approximately 50% of the project's construction (\$750,000). The estimated total cost of

construction for this project is approximately \$1,500,000.00. The engineering for this project will be 100% local funding.

This trail extension is supported by the City's development of Fairfield Connects, the City's active transportation plan currently in development.

Financial Impact:

\$290,000.00 in total funding (\$239,124 base services, \$27,424 for if-authorized tasks, and \$23,452 for contingencies) from the Active Transportation Fund.

Emergency Provision Explanation:

A suspension of rules and immediate adoption as well as an emergency provision is being requested to schedule survey as soon as possible. It is a little too late to avoid full vegetation but other planning efforts revolve around the trail location so it is in the City's interests to gather field data this summer and fall, particularly soil borings.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2024 BUT-Great Miami River Trail Fee Proposal
2. 20231017_PR_OKI-GrantAwards
3. FISHBECK-ORD

May 8, 2024

Nicholas Dill, PE
City Engineer
City of Fairfield
8870 North Gilmore Road
Fairfield, OH 45014

Proposal for Professional Services BUT-GMRT-Fairfield Extension; PID 120878

Fishbeck is pleased to provide the attached fee proposal to the City of Fairfield (City) for the referenced project. We are confident our assembled team can provide you with outstanding technical quality to cover all required tasks for this project and ensure critical factors are understood and satisfied.

Project Understanding

The project involves two new segments of the Great Miami River Trail (GMRT) to produce a connection between existing trail segments. The first segment is from Waterworks Park to the existing trail piece at the northwest corner of the River and Groh intersection. The second segment is from the intersection of River and Groh intersection through Marsh Park and terminating at the existing trail loop on the eastern side of the park. A new rectangular rapid-flashing beacon (RRFB) will be installed for the trail crossing River Road. Curb ramps will be installed at each road/major drive crossing.

Scope of Services

Based upon our understanding of the project, the ODOT LPA scope of services, as well as discussions from our pre-proposal scoping meeting with the City on April 29, 2024, the Fishbeck team offers the following scope of services for the BUT-GMRT-Fairfield Extension (PID 120878) project:

1. Topographic Survey

- a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features which may conflict with construction of the proposed work.
- b. Conduct property owner research then prepare, label, and mail notification letters.
- c. Establish horizontal and vertical control points to be used for topographic survey, drone work, as well as to be utilized during construction.
- d. Recovery of right-of-way (ROW) and property line monuments and resolution.
- e. Conduct courthouse research to obtain plats and surveys to aid in ROW/property line resolution.
- f. Provide full topographic survey along the following route:
 - 300 feet of the existing GMRT beginning at the bollards north of the concessions building between the ball fields and ending at the terminus of the GMRT at the east parking lot of Waterworks Park.
 - Lateral limits from fence to fence.
 - 1,250 feet beginning at the terminus mentioned above, heading east until Groh Lane, then heading south until an existing segment of the GMRT begins at the northwest property of the River Road and Groh Lane intersection.

- Lateral limits ~50 feet off the fence of Fairfield Water Works and 50 feet west of centerline of Groh Lane.
- 300 feet of the existing GMRT across the aforementioned property.
 - Lateral limits 20 feet each side of the existing path.
- 700 feet along River Road (starting at existing RRFB crossing and heading west).
 - Lateral limits entire roadway and 30 feet off the road on the south side.
- 550 feet across the open field on City property.
 - Lateral limits from woods line to property line (approximately 250 feet total width).
- 2,000 feet through the wooded portion of marsh park (exact path TBD).
 - Lateral limits 25 feet each side of desired path alignment in lower woods portion.
 - Lateral limits from eastern property line fence to 10 feet inside woods line.
- 400 feet of open field at path southern terminus.
 - Lateral limits are entire open field until choke point of field.
- 150 feet of existing GMRT including loop.
 - Lateral limits are from fence to woods line.
- g. Drone operation for updated aerial imagery and path alignment determination.
- h. Existing asphalt path will be located and then a pavement repair assessment will be performed (approximately 3,350 feet not including spurs).
- i. Prepare an AutoCAD base map containing all existing conditions surveyed including resolved utilities.
- j. Conduct field check of topographic survey and obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.

2. **Engineering Detailed Design**

- a. Develop detailed design construction plans and technical specifications following City and ODOT standards.
- b. Perform basic utility coordination through the survey and design process. Design submittals will also be sent to utility contacts which have facilities within the project corridor for utility review and verification, along with each deliverable to the City.
- c. Develop an Engineer's Opinion of Probable Construction Cost to be submitted with each plan submittal.
- d. Plan submittals and project schedule will follow the ODOT ELLIS schedule.
- e. Conduct internal QA/QC to ensure a high quality of work.
- f. Fishbeck assumes 3 meetings at the City (one after each staged submittal).
- g. Prepare dispositions to City and ODOT comments, and address comments after each plan review.
- h. Coordination with S&ME regarding geotechnical and environmental work.
- i. Prepare exhibit(s) for public meeting led by City. Fishbeck will also attend the meeting to assist in answering questions.
- j. Conduct Airway Highway Clearance Analysis.

3. **Assumptions/Clarifications**

- The Fishbeck team assumes the City will provide clearing to the path within Marsh Park for S&ME to obtain soil borings. Cost for clearing has not been included within this proposal.
- Based on discussions with the City, it will be decided following the Stage 1 submission whether the restroom demolition at Waterworks Park will be included in the project.
- In accordance with discussions with the City, no trail amenities will be included with this project as the parks department may complete that work separately.

If-Authorized Services

The following services have been separated out in this proposal as “if-authorized” and will only be completed upon authorization by the City:

- Right-of-Way Plan Development
- Cultural Resources Survey
- Asbestos Inspection

Professional Services Fees

Fishbeck proposes to perform the referenced services for a lump sum fee of Two Hundred Thirty-Nine Thousand One Hundred and Twenty-Four Dollars (\$239,124). This amount does not include the “If Authorized” tasks consisting of right-of-way plans and descriptions, cultural resources survey, and asbestos inspection which may be an additional fee of up to Twenty-Seven Thousand Four Hundred and Twenty-Four Dollars (\$27,424). The breakdown of costs is attached in the Proposed Consultant Fee Summary. It includes a detailed summary of tasks and estimated labor hours in spreadsheet format, as well as direct costs and the supporting cost proposals from S&ME.

Invoices will be submitted every four weeks and payment is due upon receipt. We are available to begin as soon as you provide us with an authorization to proceed. If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS

Project Manager

Attachments

By email

Copy: Michael L. Berrevoets, PE – Fishbeck
Robert R. Rusnak, PE – Fishbeck

Attachment 1

Proposed Consultant Fees Labor and Summary

Project: BUT-Great Miami River Trail Extension
 Client: City of Fairfield
 Consultant: Fishbeck
 Date: 5/8/2024

Legend and Billing Rate (Year 2024)

Personnel Category	Rate
S1 = Surveyor	\$150
S2 = 2 Person Survey Crew	\$252
PE = Civil Engineer, PE	\$173
E = Staff Engineer, EI	\$115
PM = Senior Project Manager, PE	\$218
PS = Senior Surveyor, PS	\$218

SURVEYING & ENGINEERING SERVICES

Topographic Survey	PM	PE	E	PS	S1	S2	Total Hours	Total Cost
Calling OUPS and Preliminary Utility Coordination		2	4		10		16	\$2,306
Property Research & Owner Notification Letters, Labels, and Mailing		2	10	2			14	\$1,932
Establish Horizontal and Vertical Control				8	10	24	42	\$9,292
Recovery of Existing Monuments				16		16	32	\$7,520
Courthouse Research			8	8			16	\$2,664
Resolve Existing ROW/Property Lines			16	16			32	\$5,328
Topographical Survey				8	100	20	128	\$21,784
Drone for Updated Aerial and Path Alignment Determination			4	4	8		16	\$2,532
Existing Path Pavement Repair Assessment			10		10		20	\$2,650
Basemap Creation & Utility Resolution	2	8	20		20		50	\$7,120
Field Check of Topographic Survey and Structure Inventory		10				10	20	\$4,250
Subtotal	2	22	72	62	158	70	386	\$67,378

Design & Plan Development	PM	PE	E	PS	S1	S2	Total Hours	Total Cost
Title Sheet (1)	1	2	4				7	\$1,024
Schematic Plan (1)	1	4	8				13	\$1,830
Typical Sections (2)		4	8				12	\$1,612
General Notes and Details (3)		8	12				20	\$2,764
General Summary (1)		4	8				12	\$1,612
Maintenance of Traffic Notes (1)		4	8				12	\$1,612
Plan & Profile (10)		30	110				140	\$17,840
Cross Sections (50' Spacing) (17)		40	240				280	\$34,520
Curb Ramp Details (8 Ramps Anticipated)		10	32				42	\$5,410
Signing & Pavement Marking Plans (9)		12	72				84	\$10,356
BMP Calculations & Design	1	10	32				43	\$5,628
Utility Coordination & Data Collection		4	12		8		24	\$3,272
Engineer's Opinion of Probable Construction Cost	2	8	24				34	\$4,580
Internal Reviews (QA/QC)	32						32	\$6,976
Meetings	12	12	12				36	\$6,072
City / ODOT Plan Reviews & Modifications (3 Submittals)	12	40	40				92	\$14,136
Coordination of Geotechnical & Environmental Services	6	16					22	\$4,076
Public Meeting Exhibit Preparation	1	6	16				23	\$3,096
Attendance at Public Meeting		6					6	\$1,038
Airway Highway Clearance Analysis		2	4				6	\$806
Subtotal	61	192	622	0	8	0	883	\$128,260

Total Fishbeck Survey & Engineering Costs:	\$195,638
Total Fishbeck Direct Costs:	\$2,585
Total S&ME Geotech Costs:	\$27,538
Total S&ME Environmental Costs:	\$13,363
Total Services:	\$239,124

If-Authorized Right of Way Plans & Descriptions	PM	PE	E	PS	S1	S2	Total Hours	Total Cost
Legend Sheet (1)			6	2			8	\$1,126
Centerline Plat (1)			6	10			16	\$2,870
Property Map (1)			12	6			18	\$2,688
Summary of Additional R/W (1)			6	4			10	\$1,562
Topo Sheets (2)			16	4			20	\$2,712
Boundary Sheets (2)			20	8			28	\$4,044
Legal Descriptions & Closure Calculations (Assume 4)			4	8			12	\$2,204
Subtotal	0	0	70	42	0	0	112	\$17,206

Total S&ME If-Authorized Tasks:	\$10,218
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Total If-Authorized Services:	\$27,424
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Attachment 2



April 26, 2024

Fishbeck, Inc.
10856 Reed Hartman Hwy, Suite 175
Cincinnati, OH 45242

Attention: Mr. Robert R Rusnak, P.E.
E: rrusnak@fishbeck.com

Reference: **Subgrade Exploration Proposal - Revised**
PID 120878 – BUT Great Miami River Trail Extension
Fairfield, Ohio
S&ME Proposal No. 24780036

Dear Mr. Rusnak:

S&ME, Inc. (S&ME) is grateful to be given the opportunity to assist Fishbeck, Inc. by performing a Subgrade Exploration for the proposed BUT-Great Miami River Trail Extension project in Fairfield, Ohio. Our proposal for these services has been prepared based on information and direction provided by Fishbeck. Our Agreement for Services, form AS-071, is attached and incorporated as part of this proposal. This proposal is revised to exclude the exploration for Segment #3 per your scope clarification email on April 26, 2024. Our environmental services proposal will be submitted under separate cover.

◆ Project Description

This project includes the extension of an existing Great Miami River Trail between Waterworks Park and the intersection of River and Gray Roads within the City of Fairfield in Butler County with a project length of approximately 1.71 miles. The construction of a new trail consists of a new 10 to 11-foot-wide multi-use trail with 3-foot graded shoulder. The estimated project length is approximately 9,050 feet including the bridge and the work length is approximately 9,050 feet. For the purpose of our proposal, "2023 TA GMRT – Map.pdf" was provided to S&ME and the subgrade exploration on three segments of trail is proposed. Segment 1 consists of 1,200 feet of new trail from the GMRT Terminus to just south of the intersection of Ponderosa Drive with Groh Lane. Segment 2 consists of 3,400 feet of new trail starting just north of the intersection of River Road and Chateau Way and ending on the existing trail along the Chateau Way. Segment 3 (2,800 feet trail) is currently not a part of this project.

◆ Scope of Services – Subgrade Exploration

This exploration will be performed in general accordance with the January 2024 update of the ODOT *Specifications for Geotechnical Investigations (SGE)*. Based on the ODOT *SGE*, we propose to perform fourteen (14) roadway subgrade borings spaced approximately every 400 feet. Sulfate testing is not included in this scope of work.



Field Work

S&ME will select and mark the proposed boring locations in the field (as required by Ohio 811) and obtain *approximate* locations of the borings using a hand-held GPS unit (submeter horizontal accuracy). S&ME will provide Fishbeck with these approximate locations, so that Fishbeck can arrange for their surveyors to obtain exact locations of the borings (station/offset, and latitude/longitude to 6 significant digits), along with the ground surface elevation prior to the submission of the "draft" Subgrade Exploration report.

Once the boring locations are marked in the field and at least 48 hours prior to commencing drilling operations, S&ME will contact Ohio 811. S&ME also requests that Fishbeck advise us of the locations of known or suspected underground features or utilities which could affect our services. Based on our current understanding of the ODOT right-of-way limits, we anticipate that no borings will be situated on private property. However, in the event that it is necessary to perform borings on private property, S&ME has assumed that Fishbeck will facilitate access to the private properties for the execution of our field work. We further understand that our permit will not restrict daylight working hours. S&ME requests that property notification letters (if required) are provided to us prior to the execution of our field work.

S&ME will perform the borings on the open land near or at the proposed alignment such that traffic control is not needed. The subgrade borings will be performed with continuous sampling from 1- to 7-feet below the ground surface for a total footage of 98 feet.

S&ME also understands that some of the boring locations located within existing woods need rig access. Clearing is anticipated to be performed by the City of Fairfield and clearing services is not included in this scope of services. S&ME would anticipate that clearing works would be performed before our mobilization to the site.

Based on the bedrock topography mapping, ODOT Transportation Information Mapping System (TIMS) website and S&ME historic project borings performed in the vicinity of the existing roadway, bedrock may be encountered at depth greater than 200 feet; therefore, no bed rock coring is included with this proposal. No undisturbed sampling of soil has been planned. Upon the completion of drilling in each boring, a water level measurement will be obtained, and the boring will be backfilled or sealed in accordance with ODOT specifications. We will exercise caution to reduce disturbance to the existing grass-covered areas at the boring locations; however, the normal performance of our work may result in the disturbance of the surrounding ground. This proposal does not include fees for labor or materials to repair disturbed areas.

S&ME will arrange for the borings to be drilled and will provide personnel who will perform the following duties: 1) recommend drilling and sampling procedures depending on the conditions being encountered; 2) visually identify recovered samples and prepare a log of each boring; 3) preserve samples in airtight glass jars for transportation to our laboratory; 4) make seepage and groundwater observations; 5) make hand-penetrometer measurements in samples exhibiting cohesion; and, 6) provide liaison between the field work and the Soils Engineer so that the exploratory program can be modified in the event that unusual or unexpected conditions are encountered. Soil samples will be transported to our laboratory in West Chester, Ohio, for further identification and testing.



Laboratory

In the laboratory, a testing program will be assigned and supervised by a registered Professional Engineer and will include moisture content tests on all recovered samples as required by ODOT. Basic soil classification tests (Atterberg Limits, grain size analyses) will also be performed on selected representative samples retrieved from the borings. We have also included sulfate testing and organic content tests on representative samples. The results of these tests will provide information for accurate identification of the soils and also for an approximation of their strength and consolidation characteristics by comparison to existing data. S&ME has not included sulfate content testing with this scope of work.

Report

Field information and the results of the laboratory testing program will provide the basis for analyses and recommendations which will be submitted in an engineering report. The engineering report will address the following items:

- Descriptions of the site, the field work, and proposed project;
- Existing topsoil thickness measurements as measured along the boring sidewall;
- A summary of the subsurface conditions encountered at the boring locations;
- A subgrade analysis (GB1) based on the conditions encountered in the borings, including recommended subgrade support parameters for use during pavement design by others;
- A discussion of groundwater conditions encountered in the borings, and recommendations for potential groundwater issues which may be encountered during construction;
- A discussion on impacts from the former quarry, if encountered;
- An Appendix including logs of the borings, laboratory test results, completed OGE checklists for the appropriate design items, and any supporting calculations.

In accordance with the current ODOT *SGE*, S&ME will initially submit a “draft” version of this report for review. S&ME has also included effort to prepare Soil Profile - Roadway plan sheets in accordance with ODOT *SGE* requirements. S&ME has anticipated that Fishbeck will provide all drawing files in MicroStation or AutoCAD format which are necessary for S&ME to prepare the Soil Profile – Roadway sheets. Following the receipt of all comments on our draft submissions, we will revise our report and profile sheets as needed and submit a final report and set of profile sheets. We have included effort to respond to one set of review comments. Additionally, as required by the *SGE*, we have included effort to review the Stage 2 and Final Plans to assess whether all geotechnical recommendations have been incorporated into the plans.

Excluded Services

Without attempting to be a complete list or description of all services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded:

- Private utility marking services: Based on the planned location of our borings with respect to the general site layout, we have not budgeted for contracting a private utility locate for this project. However, if we feel that private utility locate service is warranted during our site reconnaissance, we will submit a change order for a private utility locate.



Subgrade Exploration Proposal - Revised
PID 120878 – BUT Great Miami River Trail Extension
 Fairfield, Ohio
 S&ME Proposal No. 24780036

- Getting approval from private properties and homeowners.
- Additional drilling, deeper borings, and/or performance of test pits.
- Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- Survey of boring locations or elevations.
- Construction phase services. The monitoring of construction or testing of construction materials is beyond the proposed scope of geotechnical services.
- Pavement thickness recommendations.
- Geophysical services.
- Environmental consulting services.

If any of the above excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

This proposal does not include pre- or post-construction water management issues, retaining a licensed surveyor for locating the borings, or providing geotechnical recommendations for the design of temporary sheeting, shoring, or dewatering systems.

The exploration will be performed to provide geotechnical recommendations only. The scope of work does not address environmental issues that may be present on the site. If environmental issues are brought to our attention or are encountered during the course of our fieldwork, we will discuss how to proceed with fieldwork and any associated additional costs.

◆ Client Responsibilities

The Scope of Services, schedule, and fee presented herein are contingent upon the client fulfilling the following responsibilities:

- Advise S&ME of the locations of any known or suspected underground utilities, structures or conflicts at this site.
- Facilitate private property owner notification, if necessary. This proposal considers that this will be performed for S&ME by others, and that S&ME will be provided with copies of notification letters sent to private property owners prior to commencement of any field work.
- Provide surveyed location and ground surface elevation at the borings to S&ME shortly following the completion of the drilling program.
- Provide all necessary plan, profile, and topographic information needed by S&ME for preparation of the Geotechnical Exploration report.

◆ Project and Task Schedule

S&ME will commence with the planning and utility clearance for the Subgrade Exploration upon receiving formal notice to proceed and all necessary plan and profile information. We also understand that ODOT right of way permit is not applicable to this project. Assuming that the preliminary plan information needed to select boring



Subgrade Exploration Proposal - Revised
PID 120878 – BUT Great Miami River Trail Extension
 Fairfield, Ohio
 S&ME Proposal No. 24780036

locations is available at the time of receiving authorization to proceed, an estimated timeline for this exploration is presented as follows:

- Weeks 1-3 - Select and field mark boring locations, schedule drilling equipment, site clearance, OH811
- Week 4 - Perform field work (2 days of field work anticipated)
- Weeks 5-7 - Complete laboratory testing
- Weeks 8-9 - Data Reduction/Analyses/Recommendations/"Draft" Report Preparation

The "draft" set of Soil Profile – Roadway sheets will require a minimum of two (2) weeks after the receipt of all necessary drawing files. Our final report and set of Soil Profile sheets may be submitted within two (2) weeks after receipt of all comments on our draft submissions and any updated drawing files.

◆ Fee

Based on the work scope outlined above, we propose a **cost-plus fee of \$27,538** for the subgrade exploration.

If subsurface conditions are encountered that require a modification to the work scope, you will be notified. Our fee assumes that S&ME personnel can access the project site during normal business hours (i.e., not nights, weekends, etc.) without any special working conditions being mandated. If this is not possible, or if we are required to drill outside of normal business hours, additional fees will be required. This proposal assumes the boring locations are accessible to an ATV-mounted drill rig. Difficult moving (down) time may be charged at a rate of \$250 per hour.

All work performed as described in this proposal will be subject to a Fishbeck Subconsultant Agreement which S&ME requests the opportunity to review prior to execution. Invoices will be submitted monthly and will be payable in accordance with the terms of the executed agreement. Fees quoted in this proposal are valid for a period of 3 months after the submittal date. After that time, S&ME reserves the right to modify our fees.

◆ Use of Proposal/Report

S&ME intends to provide the services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME, Inc. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

◆ Limitations

We will contact the local utility locators prior to mobilizing to the site. The utility location services will only mark public utility lines; therefore, we will need assistance in locating private lines or underground structures. We have not budgeted for a private utility locator. If the utility locations are not known, we recommend one be retained prior to our drill crew arriving on site. Our firm cannot be held responsible for damage to utility lines or subsequent loss of service if utility locations are not made known to us or are mis-located by others.



Subgrade Exploration Proposal - Revised
PID 120878 – BUT Great Miami River Trail Extension
 Fairfield, Ohio
 S&ME Proposal No. 24780036

We have also assumed that the City of Fairfield will perform clearing services for the access to our rig to the drilling locations. We also assume that the clearing will be performed before our mobilization to the site.

We assume that the Client will obtain right-of-entry into the site for our equipment and personnel. While we will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. Our services will include backfilling the borings with the excavated material, unless otherwise directed. Please inform us if your requirements are any different.

We should be informed of any possible contamination on the site prior to drilling to prevent spreading of the contamination. If contaminated soil or groundwater is encountered during drilling, it is possible that the contamination may be spread to other soil zones or aquifers that were not previously contaminated. Because it is impossible to eliminate the risk of encountering existing contamination during drilling and because the geotechnical exploration is an essential aspect of the services that we are providing, our firm is not responsible for any claim which may arise as a result of contamination allegedly caused by the geotechnical exploration.

Our fee includes discussion and interpretation of our findings with other members of the design team but does not include attending meetings concerning construction or changes in design. The fee also does not include review of construction documents such as plans and specifications (except for geotechnical related information in the Stage 2 and Final Plans). If desired, we would be pleased to provide cost estimates for these additional services.

◆ Authorization

S&ME Agreement for Services, Form AS-071, is attached and incorporated as part of this proposal. Please sign the form and return this entire document to S&ME. Upon receipt of the signed agreement, we will return a countersigned copy to you and commence with the performance of our services. Any changes or modifications to Form AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.



Subgrade Exploration Proposal - Revised
PID 120878 – BUT Great Miami River Trail Extension
 Fairfield, Ohio
 S&ME Proposal No. 24780036

◆ Closing

S&ME, Inc. appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions concerning this proposal, or if additional information is required, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

Sudip B. Khadka, P.E.
 Team Lead/Project Manager

Benjamin C. Dusina, P.E.
 Senior Reviewer/Principal Engineer

Attachments: Proposed Plan of Borings (2 sheets)
 Cost Estimate Sheets (6 Sheets)
 Agreement for Services, Form AS-071

Submitted: Email Copy



Subgrade Exploration Proposal - Revised
PID 120878 – BUT Great Miami River Trail Extension
Fairfield, Ohio
S&ME Proposal No. 24780036

Attachments

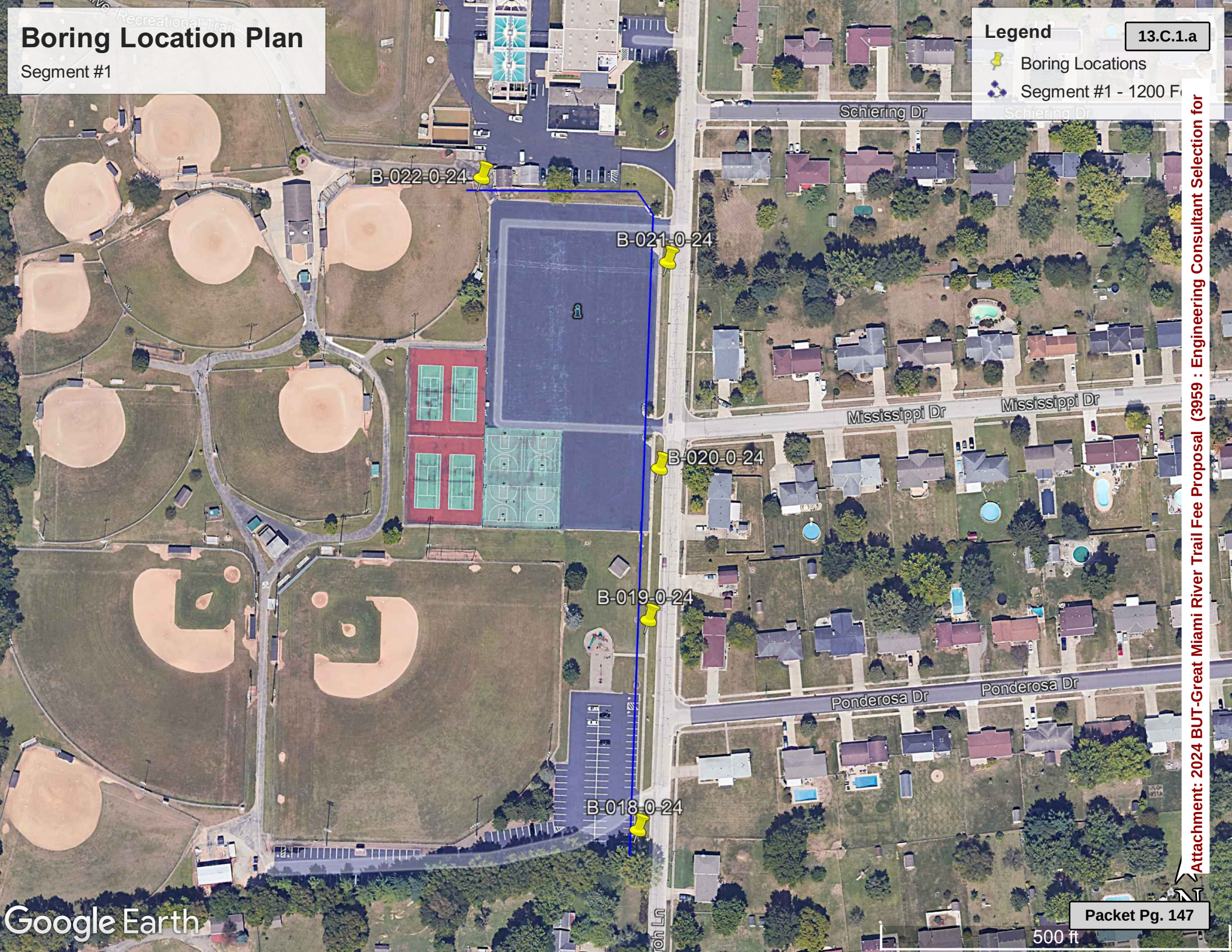
Boring Location Plan

Segment #1

Legend

13.C.1.a

- Boring Locations
- Segment #1 - 1200 F



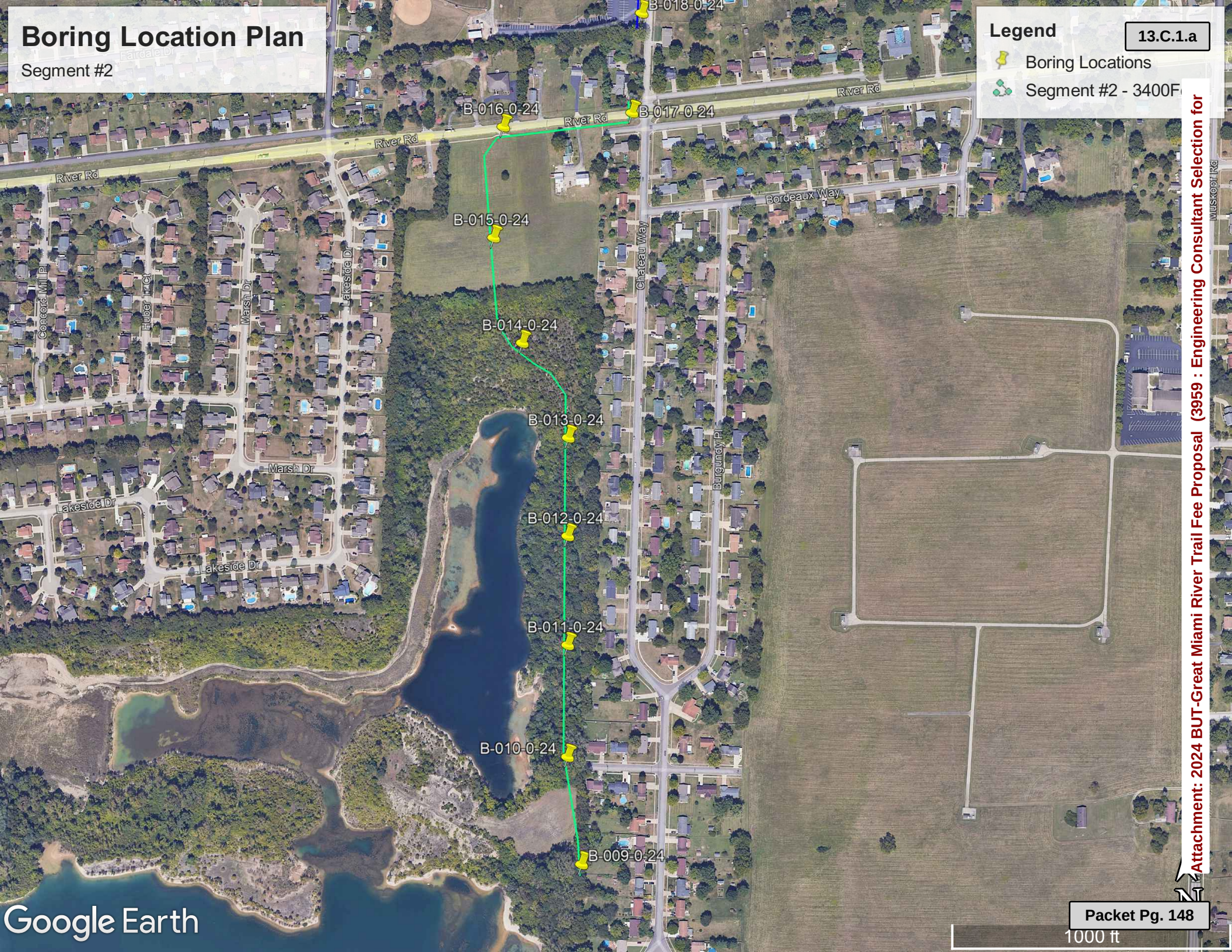
Boring Location Plan

Segment #2

Legend

13.C.1.a

-  Boring Locations
-  Segment #2 - 3400F





OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF GEOTECHNICAL ENGINEERING

**PROPOSAL
for the
GEOTECHNICAL EXPLORATION**

BUT-Great Miami River Trail

120878

New Multi-Use Trail, 7400 ft

S&ME, Inc.

Prepared By: **SBK**

Date prepared: **April 22, 2024**

**S&ME, Inc.
862 E Crescentville Rd
West Chester, OH 45246**

**513-771-8471
skhadka@smeinc.com**

GEOTECHNICAL EXPLORATION PROPOSAL					COST SUMMARY				
C/R/S :	BUT-Great Miami River Trail				Overhead Percentage =	198.55%			
PID NO.:	120878				ODOT Statewide Percentage for Net Fee =	157.79%			
CONSULTANT:	S&ME, Inc.				Net Fee Percentage =	11.00%			
DATE:	April 22, 2024				Cost of Money =	0.189%			

Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
RECONNAISSANCE AND PLANNING										
Office Reconnaissance	\$41.71	7	\$292	\$580	\$1			\$83	\$956	
Field Reconnaissance	\$39.50	8	\$316	\$627	\$1			\$90	\$1,034	
Exploration Plan	\$48.25	4	\$193	\$383	\$0	\$23	\$0	\$55	\$654	
Subtotal	\$42.16	19	\$801	\$1,590	\$2	\$23	\$0	\$228	\$2,644	10%
Avg. Rate										
FIELD COORDINATION										
Field Coordination	\$44.47	15	\$667	\$1,324	\$1	\$46		\$189	\$2,227	8%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
Subtotal	\$44.47	15	\$667	\$1,324	\$1	\$46		\$189	\$2,227	
Avg. Rate										
FIELD EXPLORATION										
Subtotal							\$0		\$7,588	28%
LABORATORY TESTING										
Subtotal							\$0		\$6,680	24%
GEOTECHNICAL EXPLORATION REPORT										
Subgrade and Roadway	\$39.98	56	\$2,239	\$4,446	\$4	\$0	\$0	\$635	\$7,324	
Bridge	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Other Structures (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Geohazard (describe)	\$0.00	0	\$0	\$0	\$0		\$0	\$0	\$0	
Stage 2 Plan Review	\$54.67	3	\$164	\$326	\$0		\$0	\$47	\$537	
Final Plan Review	\$54.67	3	\$164	\$326	\$0		\$0	\$47	\$537	
Subtotal	\$41.40	62	\$2,567	\$5,098	\$4	\$0	\$0	\$729	\$8,398	30%
Avg. Rate										
GRAND TOTAL ALL PARTS										Cost per foot
Total	\$42.03	96	\$4,035	\$8,012	\$7	\$70	\$0	\$1,146	\$27,538	
Avg. Rate										\$281

GEOTECHNICAL EXPLORATION PROPOSAL				LABOR HOURS							
C/R/S :	BUT-Great Miami River Trail			HOURLY RATES							
PID NO.:	120878			<u>Personnel Category</u>				<u>Salary Rate</u>			
CONSULTANT:	S&ME, Inc.			Manager, P.E.				\$67.00			
DATE:	April 22, 2024			Senior Engineer, P.E.				\$56.25			
				Project Engineer, P.E.				\$48.65			
				Staff Engineer				\$38.45			
				CADD Technician				\$37.60			
				Technician				\$27.00			
				Geologist				\$40.60			
				Secretary				\$22.25			
HOURS BY PERSONNEL CATEGORY											
Task	Manager	Senior Engineer	Project Engineer	Staff Engineer	CADD Technician	Technician	Geologist	Secretary	Total Hours	Labor Costs	
RECONNAISSANCE AND PLANNING											
Office Reconnaissance	1	0	1	4	0	0	0	1	7	\$292	
Field Reconnaissance	0	0	0	4	0	0	4	0	8	\$316	
Exploration Plan	1	0	1	2	0	0	0	0	4	\$193	
Subtotal	2	0	2	10	0	0	4	1	19	\$801	
FIELD COORDINATION											
Field Coordination	1	0	6	8	0	0	0	0	15	\$667	
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0	
Subtotal	1	0	6	8	0	0	0	0	15	\$667	
GEOTECHNICAL EXPLORATION REPORT											
Subgrade and Roadway	2	0	8	20	24	0	0	2	56	\$2,239	
Bridge	0	0	0	0	0	0	0	0	0	\$0	
Other Structures (describe)	0	0	0	0	0	0	0	0	0	\$0	
Geohazard (describe)	0	0	0	0	0	0	0	0	0	\$0	
Stage 2 Plan Review	1	0	2	0	0	0	0	0	3	\$164	
Final Plan Review	1	0	2	0	0	0	0	0	3	\$164	
Subtotal	4	0	12	20	24	0	0	2	62	\$2,567	
LABOR TOTAL ALL PARTS	Total	7	0	20	38	24	0	4	3	96	\$4,035

GEOTECHNICAL EXPLORATION PROPOSAL				FIELD EXPLORATION		
C/R/S :	BUT-Great Miami River Trail					
PID NO.:	120878					
CONSULTANT:	S&ME, Inc.					
DATE:	April 22, 2024					
Task	Quantity	Unit	Unit Cost	Cost	Task Description	
Mobilization/Demobilization	1 lump		\$2,400.00	\$2,400	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.	
Subtotal			\$2,400			
Traffic Maintenance					Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones	
Typical Application No.		days		\$0		
Typical Application No.		days		\$0		
Railroad Traffic Control		days		\$0		
Subtotal			\$0			
Subsurface Exploration					Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.	
Hand Sampling					Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method	
Method Description		feet		\$0		
Method Description		feet		\$0		
Test Pits					Includes all equipment and personnel to excavate, sample, log and backfill test pit	
Pavement/Bridge Deck Coring		each		\$0		
Core Diameter		in.				
Core Diameter		each		\$0	Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.	
Core Diameter		in.				
Core Diameter		each		\$0		
Truck/ATV/Trailer Mounted Rotary Drilling					Includes all methods of rotary drilling on land, except skid rig	
Number of Drill Rig Days	2	days				
Total Soil Footage (ft)	98	49 ft/day				
Total Rock Footage (ft)	0	0 ft/day				
No Sampling	14	feet	\$14.00	\$196		
5-ft SPT		feet	\$16.00	\$0		
2.5-ft SPT		feet	\$25.00	\$0		
Continuous SPT	84	feet	\$34.00	\$2,856		
Undisturbed Samples		each		\$0		
Rock Coring		feet	\$60.00	\$0		
Permanent Borehole Sealing	98	feet	\$7.00	\$686		
Skid Drilling					Includes press, preservation, transport, and extraction, minimum 50% recovery	
Number of Drill Rig Days		days				
Total Soil Footage (ft)	0	0 ft/day				
Total Rock Footage (ft)	0	0 ft/day				
No Sampling		feet		\$0		
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT		feet		\$0		
Undisturbed Samples		each		\$0		
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
Barge Drilling					Includes press, preservation, transport, and extraction, minimum 50% recovery	
Number of Drill Rig Days		days				
Total Soil Footage (ft)	0	0 ft/day				
Total Rock Footage (ft)	0	0 ft/day				
5-ft SPT		feet		\$0		
2.5-ft SPT		feet		\$0		
Continuous SPT		feet		\$0		
Undisturbed Samples		each		\$0		
Rock Coring		feet		\$0		
Permanent Borehole Sealing		feet		\$0		
Barge		days		\$0		
Other Exploratory Methods					Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)	
Method Description		days		\$0		
Method Description		days		\$0		
In-situ Testing					CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.	
Test:		days		\$0		
Test:		days		\$0		
Installation/Reading of Geotechnical Instruments					Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction	
Open Standpipe Piezometer		feet		\$0		
Monitoring Well		feet		\$0	Excludes cost of drilling - present above. Includes all material and labor for installation	
Inclinometer		feet		\$0		
Misc (describe)		each		\$0		
Instrument Readings		trips		\$0	pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.	
Subtotal					\$3,738	Includes all equipment, material, labor, travel, per diem, calibration, and data reduction
Direct Costs						
Drill Crew Meals and Lodging	2	man-night	\$200.00	\$400		
Difficult Access	3	hours	\$350.00	\$1,050		
Subtotal					\$1,450	
FIELD EXPLORATION TOTAL ALL PARTS				Total	\$7,588	

GEOTECHNICAL EXPLORATION PROPOSAL			LABORATORY TESTING					
C/R/S :	BUT-Great Miami River Trail							
PID NO.:	120878							
CONSULTANT:	S&ME, Inc.							
DATE:	April 22, 2024							
	Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
		AASHTO	ASTM					
Soil Testing								
	Complete Classification	Multiple	Multiple	28	each	\$199	\$5,572	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	56	each	\$16	\$868	Visual Description per SGE Section 602
	Particle Size Analysis - Sieve Only	T88	D422	0	each	\$86	\$0	As modified per SGE Section 603.3
	Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	\$113	\$0	As modified per SGE Section 603.3
	Liquid Limit Test	T89	D4318	0	each	\$44	\$0	As modified per SGE Section 603.3
	Plastic Limit Test	T90	D4318	0	each	\$43	\$0	As modified per SGE Section 603.3
	Organic Content by Loss on Ignition	T267	D2974	4	each	\$60	\$240	
	Soil Unconfined Compression Test	T208	D2166	0	each	\$91	\$0	
	Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	\$193	\$0	
	Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4767	0	3 points	\$1,032	\$0	
	One-Dimensional Consolidation Test	T216	D2435	0	each	\$585	\$0	
	Specific Gravity Test	T100	D854	0	each	\$76	\$0	
	Direct Shear Test	T236	D3080	0	3 points	\$580	\$0	
	Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	0	each	\$117	\$0	
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal							\$6,680	
Rock Testing								
	Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0	each	\$110	\$0	
	Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	\$243	\$0	
	Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	\$75	\$0	
	Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	\$278	\$0	
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Subtotal							\$0	
LABORATORY TESTING TOTAL ALL PARTS							Total	\$6,680

GEOTECHNICAL EXPLORATION PROPOSAL		DIRECT COSTS			
C/R/S :	BUT-Great Miami River Trail				
PID NO.:	120878				
CONSULTANT:	S&ME, Inc.				
DATE:	April 22, 2024				
Task		Quantity	Unit	Unit Cost	Cost
RECONNAISSANCE AND PLANNING					
	Mileage	40	mile	\$0.58	\$23.20
	(describe)	0		\$0.00	\$0.00
	(describe)	0		\$0.00	\$0.00
Subtotal					\$23.20
FIELD COORDINATION					
Field Coordination					
	Meals and Lodging	0	day	\$0.00	\$0.00
	Mileage	80	mile	\$0.58	\$46.40
	Permits	0	each	\$0.00	\$0.00
	Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
	Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
	Railroad Permits	0	each	\$0.00	\$0.00
	Other (describe)	0		\$0.00	\$0.00
	Other (describe)	0		\$0.00	\$0.00
Subtotal					\$46.40
Logging (If drilling is subcontracted)					
	Meals and Lodging	0	day	\$0.00	\$0.00
	Mileage	0	mile	\$0.58	\$0.00
	Other (describe)	0		\$0.00	\$0.00
Subtotal					\$0.00
Subtotal					\$46.40
GEOTECHNICAL EXPLORATION REPORT					
	(describe)	0		\$0.00	\$0.00
	(describe)	0		\$0.00	\$0.00
Subtotal					\$0.00
DIRECT COSTS TOTAL ALL PARTS				Total	\$69.60

Attachment 3



Proposal for Environmental Services
BUT-Great Miami River Trail Extension, PID No. 120878
Fairfield, Butler County, Ohio
S&ME Proposal No. 24780036

PREPARED FOR:

Fishbeck

**10856 Reed Hartman Highway #175
Cincinnati, Ohio 45242**

PREPARED BY:

S&ME, Inc.

**862 E Crescentville Road
Cincinnati, Ohio 45246**

May 2, 2024



May 2, 2024

Fishbeck
8956 Glendale Milford Road, Suite 1
Loveland, Ohio 45140

Attention: Mr. Robert Rusnak, PE

Reference: **Proposal for Environmental Services**
BUT-Great Miami River Trail Extension, PID No. 120878
Fairfield, Butler County, Ohio
S&ME Proposal No. 24780036

Dear Mr. Rusnak:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to perform Environmental Services for the referenced project. This proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services. The proposed scope of services and cost estimates are included in the appended sections of this proposal.

If you have any questions regarding the scope of services or if we may be of any further assistance, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Cody J. Flynn".

Cody Flynn
Project Scientist

A handwritten signature in blue ink that reads "Vincent J. Epps".

Vincent J Epps, PG
Environmental Operations Manager

Senior reviewed by: Sarah Rowe, PWS and Aaron Brummitt

Proposal for Environmental Services
BUT-Great Miami River Trail Extension, PID No. 120878
Fairfield, Butler County, Ohio
S&ME Proposal No. 24780036



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Appendices

- Appendix I – Figure 1
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Proposal for Environmental Services
BUT-Great Miami River Trail Extension, PID No. 120878
 Fairfield, Butler County, Ohio
 S&ME Proposal No. 24780036



◆ Project Description

This project includes the extension of an existing Great Miami River Trail between Waterworks Park and the intersection of River and Gray Roads within the City of Fairfield in Butler County with a project length of approximately 1.71 miles. The construction of a new trail consists of a new 10 to 11-foot-wide multi-use trail with 3-foot graded shoulder. The estimated project length is approximately 9,050 feet. S&ME is providing a proposal for the environmental services outlined below.

◆ Scope of Services

Task 2.2.C Level 1 Ecological Survey Report

S&ME will complete the Level 1 Ecological Survey Report (LV1 ESR) following the guidance outlined in the Ohio Department of Transportation (ODOT) Ecological Manual. Additionally, S&ME will follow current ODOT technical guidance pertaining to federal and state-listed species. S&ME will contact the ODOT Office of Environmental Services (OES) for guidance, as needed.

S&ME anticipates completing the following activities for the LV1 ESR:

- Perform a reconnaissance of the project study area and take representative photographs;
- Collect field data on aquatic and terrestrial ecology;
- Identify streams, wetlands, and other jurisdictional surface water features (e.g., ponds, lakes);
- Record the jurisdictional feature boundaries with a Global Positioning System (GPS) unit capable of sub-meter accuracy;
- Review the federally-listed species database and the Ohio Department of Natural Resources (ODNR) – Natural Heritage Database for listed species records;
- Document potential habitat for federal and state-listed species; and,
- Identify potential Indiana bat and northern long-eared bat suitable wooded habitat (SWH) in the project area in accordance with the current technical guidance, including United States Fish and Wildlife Service (USFWS) coordination, if applicable.

The results of the field studies, including delineated jurisdictional features, federal and state-listed species habitat, stream and wetland habitat assessments (if applicable), project mapping, and project photographs will be documented in the LV1 ESR. The LV1 ESR will be completed in EnviroNet for review and agency coordination.

Alternatively, if there are no impacts to ecological resources, S&ME will complete the ODOT ecologically exempt project form and upload the document in EnviroNet.

Task 2.2.D Regulated Materials Review Screening

S&ME will conduct a Regulated Materials Review (RMR) Screening for the project following the current ODOT RMR guidance. The following tasks will be conducted during the RMR:

Proposal for Environmental Services
BUT-Great Miami River Trail Extension, PID No. 120878
 Fairfield, Butler County, Ohio
 S&ME Proposal No. 24780036



- Identify the project limits, take, and excavation depth;
- Complete the property inventory for properties within and abutting the project limits;
- Compile the information for each property;
- Assess the current land use for each property utilizing online resources;
- Determine if obvious regulated material (RM) concerns are present for each property utilizing online resources and historical aerial photographs;
- Access the *Ohio Regulated Properties Search (ORPS) Tool* to identify RM sources for properties within or abutting the project limits;
- Assess the Land Use Risk for each property;
- Assess the take and deep excavation for each property;
- Assess the RM impact to the project limits for each property;
- Assess the action result for each property;
- Assess if remote properties are present and if so, complete the ORPS for remote properties; and,
- Provide an opinion if RMR Assessment is required for each property.

The RMR documentation will be uploaded to EnviroNet for review and ODOT coordination.

Task 2.2.F Section 4(f) Determination

S&ME will review available resources to identify Section 4(f) properties near the project area. Section 4(f) properties include publicly-owned park and recreational areas, wildlife and waterfowl refuges, and historic sites (public and private). This information will be uploaded to EnviroNet for review. S&ME will coordinate with ODOT-D8 and OES and provide the requested information in order to identify the appropriate Section 4(f) determination.

Task 3.5.A Categorical Exclusion D1 Documentation

S&ME understands that the project will be completed as a Categorical Exclusion (CE) D1 action. S&ME will complete the D1 documentation in accordance with the current ODOT-OES CE guidance. The methodology and assumptions for the level of effort required for the D1 documentation are described below.

Waterways

S&ME will observe the project area and review topographic maps and county Geographical Information System (GIS) mapping for the presence of surface waters (e.g., streams, reservoirs, lakes, farm ponds, detention basins). The site observations, results of the literature research, and waterway information from the LV1 ESR (or ecological exempt project form, if applicable) will be included in the D1 documentation.

Endangered Species

The results of the LV1 ESR (or ecological exempt project form, if applicable) and endangered species information will be included in the D1 documentation.

Proposal for Environmental Services
BUT-Great Miami River Trail Extension, PID No. 120878
 Fairfield, Butler County, Ohio
 S&ME Proposal No. 24780036



Section 4(f)/6(f) Resources

During the site reconnaissance, the project area will be observed for Section 4(f) and 6(f) resources. U.S. Geological Survey (USGS) topographic maps, county GIS mapping, and city/county maps will be reviewed for Section 6(f) resources. Photographic and literature documentation may be included in the D1 documentation if needed. Coordination with Official(s) with Jurisdiction (OWJs) is included in Task 2.2.F above.

Cultural Resources

S&ME understands that ODOT will be completing a Cultural Resources Scoping Request. Results of the Cultural Resources Scoping Request will be included in the D1 documentation.

S&ME anticipates that a Phase I Cultural Resources Survey will not need to be completed and that scope and fee has not been included in this proposal; however, the State Historic Preservation Office's review of the Scoping Request will ultimately determine if a Phase I Cultural Resources Survey is needed. S&ME can provide this service, if needed, and will submit a separate scope and fee to conduct the work upon request.

Hazardous Materials

Information from the RMR Screening will be used to determine the potential for encountering hazardous materials and/or petroleum products and the findings will be included in the D1 documentation. ODOT's concurrence of the RMR Screening results will also be included.

Public Involvement

S&ME understands that the client will provide information/documentation to S&ME on the public involvement/public hearing for the project, and S&ME will not be required to attend public meetings or be responsible for writing and/or distribution of notification letters.

It is our understanding that the City of Fairfield will be responsible for providing letters and maps to adjacent property owners and local officials, and those costs are not included in this proposal. S&ME can assist with this effort, if needed, and will submit a separate scope and fee to conduct the work upon request.

Underserved Populations

S&ME will document potential impacts to Underserved Populations, Environmental Justice Populations, and Title VI Populations using ODOT's online Transportation Improvement Mapping System (TIMS) and information provided by the client. The results will be summarized in the Underserved Populations Documentation Form for D1 Projects, and the form will be uploaded to EnviroNet.

Additional Items

The following items will be evaluated following ODOT guidance, if applicable: air quality; noise; farmland; drinking water resources; and floodplains/floodways. Applicable ODOT TIMS maps will be uploaded to EnviroNet. Based on the current project scope, it is assumed that the project will be exempt from air and noise analyses. S&ME can provide a proposal for further analyses, if required.

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 Fairfield, Butler County, Ohio
 S&ME Proposal No. 24780036



S&ME will complete the D1 documentation on EnviroNet for review and approval.

◆ “If Authorized” Tasks

4.1.A Pre-Demolition Asbestos Inspection

The United States Environmental Protection Agency (EPA) and the Ohio EPA require asbestos-containing material (ACM) inspections to be conducted by accredited individuals prior to demolition of renovation projects. The samples collected during such inspections must be analyzed using Polarized Light Microscopy (PLM). The applicable EPA regulations enforced include Code 40, part 61, subpart M, Final Rule National Emissions Standards for Hazardous Air Pollutants (NESHAP), the Asbestos in Schools Hazard Abatement Reauthorization Act (ASHARA), and corresponding Ohio EPA regulations.

S&ME will provide an Ohio-licensed Asbestos Hazard Evaluation Specialist (AHES) to perform a pre-demolition asbestos inspection on an approximately 600-square foot public restroom building located at Waterworks Park that is slated for demolition as part of this project. The inspection will include the interior and exterior of the building. A visual assessment and sampling strategy will be developed in general accordance with NESHAP and the sampling protocol described in the Asbestos Hazard Emergency Response Act (AHERA) to provide representative samples of each suspect ACM.

S&ME will collect samples of suspected ACMs (including friable, Category I non-friable, and Category II non-friable materials) from inconspicuous areas (behind doors, in closets, under desks, in corners, from previously damaged areas, etc.) and attempt to remove the least amount of material adequate for laboratory analysis.

We estimate collection and analysis of up to 12 bulk asbestos samples with analysis by PLM. The number of samples collected will be in general accordance with the requirements of state and federal regulations and standard turnaround times (five to seven days) will be requested.

The bulk samples will be collected and submitted to a laboratory for identification of asbestos type and content. The analytical laboratory that will be used is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). For PLM analytical results that indicate levels between “trace” and 10 percent asbestos, the Client has the option to analyze the samples further by Point Count analysis to better quantify the asbestos content. Materials having asbestos results less than or equal to one percent are not regulated by EPA or Ohio EPA.

The results of the ACM survey will be included in ODOT-required Asbestos Inspection Report (AIR) that will include the ODOT Asbestos Inspection Reporting Form. The analytical results, photographs, and sample location map will be included with the AIR.

3.1.A Phase I Cultural Resources Survey

S&ME will conduct an archaeological investigation of the Project Area. The purpose of this investigation will be to examine undisturbed portions of the Project Area and record and evaluate archaeological resources identified using systematic pedestrian survey supplemented with shovel testing techniques. In recently plowed fields and

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areas of good surface visibility, pedestrian survey will be the primary method used for site discovery. Pedestrian survey will attempt to locate quarries, cemeteries, chimneys, wells, and other aboveground features, as well as artifacts lying on the ground surface. When cultural material is identified during the pedestrian survey, supplemental shovel testing will be completed to document the vertical and horizontal extent of the deposits. In areas with poor surface visibility, shovel tests will be placed at 15-meter intervals along transects placed 15-m apart. The shovel test interval may be increased to 30-m in areas of hydric soils or in heavily disturbed areas. In areas containing standing water or steep slopes (i.e., greater than 15 percent), shovel testing may be replaced by pedestrian survey.

Shovel tests will be at least 50 cm square and excavated to 80 cm below surface, the water table, or until sterile subsoil is reached, whichever is encountered first. Soil recovered from shovel tests will be screened through ¼-inch wire mesh. If artifacts are found, additional shovel tests will be excavated at 5-m intervals to delineate site boundaries. Sites will be located using a GPS unit and plotted on United States Geological Survey (USGS) 7.5-minute topographic maps and project plans. Artifacts recovered during the survey will be bagged by site and relative provenience within each archaeological site. Each site will be photographed with digital color images and documented using Ohio Archaeological Inventory (OAI) forms that will be submitted upon completion of the fieldwork. S&ME staff will maintain detailed notes on survey methods, sites identified during the survey, and relevant environmental factors associated with each site.

The artifacts, notes, photographs, maps, and other project-related materials will be returned to S&ME's archaeological laboratory for processing upon completion of the field studies. Artifacts will be washed, accessioned, analyzed, and temporarily curated. After project clearance has been obtained, and if desired by the client, S&ME will prepare and package the artifacts and relevant notes for permanent curation. This scope of service and the associated fee does not include costs associated with curating artifacts at a curation facility that meets the federal curation standards outlined in 36 CFR Part 79.

If an archaeological or historic resources survey is required, the results of the investigation(s) will be presented in a report of our findings. If both investigations are conducted, we will present the results of both studies in a single comprehensive report.

S&ME will provide a draft report that will describe the background research, methods, results, and National Register recommendations for each resource. We will also include recommendations for additional work that may be necessary under pertinent federal and/or state laws. Once the draft report has been reviewed by the client and OHC, S&ME will address comments in a final report. Copies of the final report and requested/required electronic copies will be submitted to the client and OHC.

◆ Excluded Services

Without attempting to be a complete list or description of services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal: Clean Water Act (CWA) Section 404/401 waterway permitting; isolated wetland permitting; threatened and endangered species surveys (e.g., mist-net surveys for bats); cultural resources services; payment of fees for mitigation; mitigation design; mitigation monitoring; public involvement tasks; or, additional surveys or research required by regulatory agencies. S&ME is available to provide a proposal for these additional services, if warranted, based on

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the findings of the proposed scope of services. Our services are limited to the scope of services described in this proposal. This scope does not include revisions to the task documentation or reports due to changes in the project site configuration or study area following completion of the tasks. S&ME is available to provide a proposal for additional services, if warranted.

◆ Client Responsibilities

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Confirm the proposed study area boundary and corridor width;
- Provide notification and access to the project study area and parcels, as required;
- Provide project plans with a project area identified in a modifiable, electronic format such as AutoCAD or Microstation for use in S&ME's reports; and
- Provide existing environmental reports for the project area.

◆ Project and Task Schedule

S&ME will initiate the environmental services outlined in this proposal upon receipt of formal notice to proceed and necessary plan and profile information. It is anticipated that the schedule for completion of the tasks will vary depending on the progress of the project and coordination with the client and ODOT.

S&ME anticipates completing Tasks 2.2.C and 2.2.D included in this proposal within six weeks upon receipt of written authorization to proceed provided that access to the project site is granted upon authorization. S&ME anticipates completing Task 3.5.A within two to four months following notice to proceed and receipt of the preliminary project plans.

◆ Fees

Based on the information available at the time of this submittal, S&ME estimates that the environmental services can be completed for the following maximum cost-plus-net fees. Spreadsheets summarizing the task fees are included in Appendix II.

Task	Hours	Fee
2.2.C Level 1 ESR	30	\$4,279
2.2.D RMR Screening	29	\$2,977
2.2.F Section 4(f) Determination	8	\$785
3.5.A Categorical Exclusion D1 Documentation	38	\$5,322
Total Estimated Cost		\$13,363
3.1.A Phase I Cultural Resources Survey	81	\$9,051
4.1.A Pre-Demolition Asbestos Surveys	7	\$1,167

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It is assumed the scope of services outlined in this proposal would be authorized and work completed in 2024. If authorized after December 2024, S&ME reserves the right to review and, if necessary, modify our cost estimate. Additionally, the cost estimate is based on conducting the scope of services in general accordance with current ODOT requirements and the current proposed design. If requirements change subsequent to this submittal or if the proposed design changes after the tasks have been performed, S&ME may need to revise our cost estimate. Invoices for the services completed will be submitted on a monthly basis and will be due within 30 days of receipt.

◆ Use of Proposal/Reports

S&ME intends to provide the scope of services described in this proposal. The scope of services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final reports is limited to above-referenced project, ODOT, and the client.

◆ Authorization

S&ME Agreement for Services, Form AS-071, is attached and incorporated as part of this proposal. Please sign the form and return this entire document to S&ME. Upon receipt of the signed agreement, we will return a countersigned copy to you and commence with the performance of our services. Any changes or modifications to Form AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

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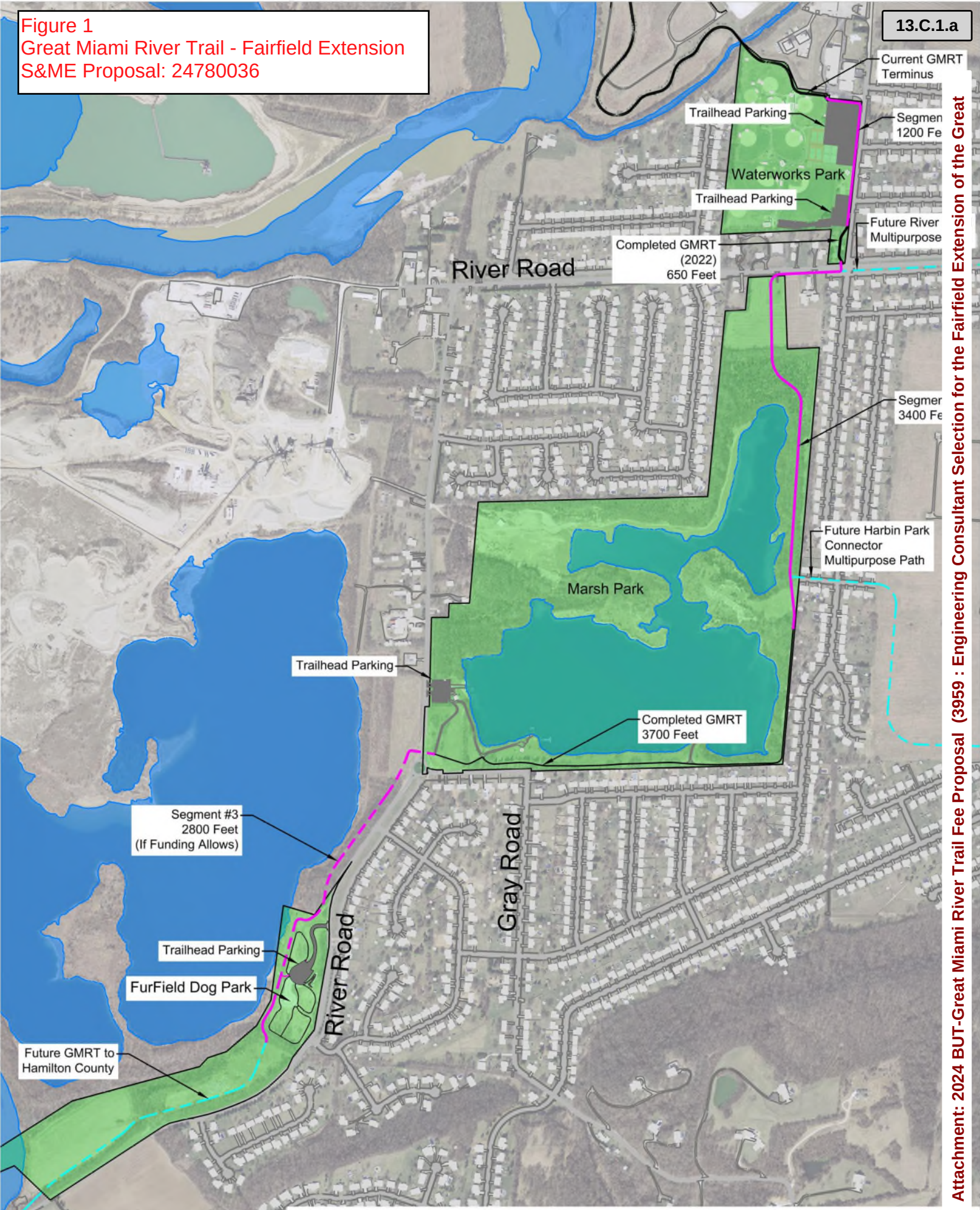
Appendices

Proposal for Environmental Services
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Appendix I – Figure 1

Figure 1
Great Miami River Trail - Fairfield Extension
S&ME Proposal: 24780036



Great Miami River Trail - Fairfield Extension

1 inch = 900 feet

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Appendix II – Task Cost-Plus-Net Fee Spreadsheets



PROPOSAL COST SUMMARY

Task 2.2.C - Level 1 ESR

C/R/S:	BUT-Great Miami River Trail Extension	Overhead Rate	=	198.55%
PID NO.:	120878	Average ODOT Overhead Rate	=	157.79%
CONSULTANT:	S&ME, INC.	Net Fee	=	11.00%
DATE:	05/02/24	Cost of Money	=	0.189%

	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance	\$ 44.00	7	\$ 308.00	\$ 611.53	\$ 0.58	\$ 0.00	\$ 0.00	\$ 87.34	\$ 1,007.45	
Travel	\$ 44.00	2	\$ 88.00	\$ 174.72	\$ 0.17	\$ 10.40	\$ 0.00	\$ 24.95	\$ 298.24	
Subtotal	\$ 44.00	9	\$ 396.00	\$ 786.25	\$ 0.75	\$ 10.40	\$ 0.00	\$ 112.29	\$ 1,305.69	\$ 1,305.69
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 40.57	7	\$ 284.00	\$ 563.88	\$ 0.54	\$ 0.00	\$ 0.00	\$ 80.53	\$ 928.95	
Literature/File Review	\$ 44.00	5	\$ 220.00	\$ 436.81	\$ 0.42	\$ 0.00	\$ 0.00	\$ 62.39	\$ 719.62	
Subtotal	\$ 42.00	12	\$ 504.00	\$ 1,000.69	\$ 0.96	\$ 0.00	\$ 0.00	\$ 142.92	\$ 1,648.57	\$ 1,648.57
	Ave. Rate									
REPORT										
Writing/Preparation	\$ 44.00	7	\$ 308.00	\$ 611.53	\$ 0.58	\$ 0.00	\$ 0.00	\$ 87.34	\$ 1,007.45	
Review/Duplication	\$ 48.50	2	\$ 97.00	\$ 192.59	\$ 0.18	\$ 0.00	\$ 0.00	\$ 27.51	\$ 317.28	
Subtotal	\$ 45.00	9	\$ 405.00	\$ 804.12	\$ 0.76	\$ 0.00	\$ 0.00	\$ 114.85	\$ 1,324.73	\$ 1,324.73
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 43.50	30	\$1,305.00	\$2,591.06	\$2.47	\$10.40	\$0.00	\$370.06	\$4,278.99	\$ 4,278.99
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 2.2.C - Level 1 ESR

		HOURLY RATES	
C/R/S:	BUT-Great Miami River Trail Extension	<u>Personnel Category</u>	
PID NO.:	120878	Principal Scientist	\$ 75.00
CONSULTANT:	S&ME, INC.	Senior Env Lead	\$ 53.00
DATE:	05/02/24	Project Scientist	\$ 44.00
		Staff Scientist	\$ 22.00
		GIS Tech	\$ 20.00
		CADD Tech	\$ 0.00
		Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	7	0	0	0	0	7	\$ 308.00
Travel	0	0	2	0	0	0	0	2	\$ 88.00
Subtotal	0	0	9	0	0	0	0	9	\$ 396.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	0	6	0	0	0	1	7	\$ 284.00
Literature/File Review	0	0	5	0	0	0	0	5	\$ 220.00
Subtotal	0	0	11	0	0	0	1	12	\$ 504.00
REPORT									
Writing/Preparation	0	0	7	0	0	0	0	7	\$ 308.00
Review/Duplication	0	1	1	0	0	0	0	2	\$ 97.00
Subtotal	0	1	8	0	0	0	0	9	\$ 405.00
GRAND TOTAL ALL PARTS	0	1	28	0	0	0	1	30	\$1,305.00



Proposed Non-labor Direct Costs

Task 2.2.C - Level 1 ESR

C/R/S: BUT-Great Miami River Trail Extension

PID NO.: 120878

CONSULTANT: S&ME, INC.

DATE: 05/02/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	20	miles	\$ 0.52	\$ 10.40
GPS	0		\$ 100.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 10.40
ADMINISTRATIVE/RESEARCH				
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
DIRECT COST TOTAL				\$ 10.40



PROPOSAL COST SUMMARY

Task 2.2.D - RMR Screening

C/R/S:	BUT-Great Miami River Trail Extension	Overhead Rate	=	198.55%
PID NO.:	120878	Average ODOT Overhead Rate	=	157.79%
CONSULTANT:	S&ME, INC.	Net Fee	=	11.00%
DATE:	05/02/24	Cost of Money	=	0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 41.09	11	\$ 452.00	\$ 897.45	\$ 0.85	\$ 0.00	\$ 0.00	\$ 128.17	\$ 1,478.47	
Literature/File Review	\$ 22.00	6	\$ 132.00	\$ 262.09	\$ 0.25	\$ 0.00	\$ 0.00	\$ 37.43	\$ 431.77	
Subtotal	\$ 34.35	17	\$ 584.00	\$ 1,159.54	\$ 1.10	\$ 0.00	\$ 0.00	\$ 165.60	\$ 1,910.24	\$ 1,910.24
	Ave. Rate									
REPORT										
Writing/Preparation	\$ 22.00	10	\$ 220.00	\$ 436.81	\$ 0.42	\$ 0.00	\$ 0.00	\$ 62.39	\$ 719.62	
Review/Duplication	\$ 53.00	2	\$ 106.00	\$ 210.46	\$ 0.20	\$ 0.00	\$ 0.00	\$ 30.06	\$ 346.72	
Subtotal	\$ 27.17	12	\$ 326.00	\$ 647.27	\$ 0.62	\$ 0.00	\$ 0.00	\$ 92.45	\$ 1,066.34	\$ 1,066.34
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 31.38	29	\$910.00	\$1,806.81	\$1.72	\$0.00	\$0.00	\$258.05	\$2,976.58	\$ 2,976.58
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 2.2.D - RMR Screening

		HOURLY RATES	
C/R/S:	BUT-Great Miami River Trail Extension	<u>Personnel Category</u>	
PID NO.:	120878	Principal Scientist	\$ 75.00
CONSULTANT:	S&ME, INC.	Senior Env Lead	\$ 53.00
DATE:	05/02/24	Project Scientist	\$ 44.00
		Staff Scientist	\$ 22.00
		GIS Tech	\$ 20.00
		CADD Tech	\$ 0.00
		Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	4	4	2	0	0	1	11	\$ 452.00
Literature/File Review	0	0	0	6	0	0	0	6	\$ 132.00
Subtotal	0	4	4	8	0	0	1	17	\$ 584.00
REPORT									
Writing/Preparation	0	0	0	10	0	0	0	10	\$ 220.00
Review/Duplication	0	2	0	0	0	0	0	2	\$ 106.00
Subtotal	0	2	0	10	0	0	0	12	\$ 326.00
GRAND TOTAL ALL PARTS	0	6	4	18	0	0	1	29	\$910.00



Proposed Non-labor Direct Costs

Task 2.2.D - RMR Screening

C/R/S: BUT-Great Miami River Trail Extension

PID NO.: 120878

CONSULTANT: S&ME, INC.

DATE: 05/02/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
ADMINISTRATIVE/RESEARCH				
Database Search/Historical	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 0.00



PROPOSAL COST SUMMARY

Task 2.2.F - Section 4(f) Determination

C/R/S:	BUT-Great Miami River Trail Extension	Overhead (S&ME) Percentage	=	198.55%
PID NO.:	120878	Overhead (ODOT General) Percentage	=	157.79%
CONSULTANT:	S&ME, INC.	Net Fee Percentage	=	11.00%
DATE:	05/02/24	Cost of Money (General)	=	0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Ave. Rate										
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 20.00	1	\$ 20.00	\$ 39.71	\$ 0.04	\$ 0.00	\$ 0.00	\$ 5.67	\$ 65.42	
Literature/File Review	\$ 31.43	7	\$ 220.00	\$ 436.81	\$ 0.42	\$ 0.00	\$ 0.00	\$ 62.39	\$ 719.62	
Subtotal	\$ 30.00	8	\$ 240.00	\$ 476.52	\$ 0.46	\$ 0.00	\$ 0.00	\$ 68.06	\$ 785.04	\$ 785.04
Ave. Rate										
REPORT										
Writing/Preparation		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Review/Duplication		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Ave. Rate										
GRAND TOTAL ALL PARTS	\$ 30.00	8	\$240.00	\$476.52	\$0.46	\$0.00	\$0.00	\$68.06	\$785.04	\$ 785.04
Ave. Rate										



Hours, Personnel Categories, and Labor Rates

Task 2.2.F - Section 4(f) Determination

		HOURLY RATES								
		<u>Personnel Category</u>								
C/R/S:	BUT-Great Miami River Trail Extension	Principal Scientist						\$ 75.00		
		Senior Env Lead						\$ 53.00		
PID NO.:	120878	Project Scientist						\$ 44.00		
		Staff Scientist						\$ 22.00		
CONSULTANT:	S&ME, INC.	GIS Tech						\$ 20.00		
		CADD Tech						\$ 0.00		
DATE:	05/02/24	Administrative						\$ 20.00		
Task		Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD										
Reconnaissance		0	0	0	0	0	0	0	0	\$ 0.00
Travel		0	0	0	0	0	0	0	0	\$ 0.00
	Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH										
Planning/Coordination		0	0	0	0	0	0	1	1	\$ 20.00
Literature/File Review		0	0	3	4	0	0	0	7	\$ 220.00
	Subtotal	0	0	3	4	0	0	1	8	\$ 240.00
REPORT										
Writing/Preparation		0	0	0	0	0	0	0	0	\$ 0.00
Review/Duplication		0	0	0	0	0	0	0	0	\$ 0.00
	Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
GRAND TOTAL ALL PARTS										
		0	0	3	4	0	0	1	8	\$240.00



Proposed Non-labor Direct Costs

Task 2.2.F - Section 4(f) Determination

C/R/S: BUT-Great Miami River Trail Extension

PID NO.: 120878

CONSULTANT: S&ME, INC.

DATE: 05/02/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
ADMINISTRATIVE/RESEARCH				
Database Search/Historical	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
DIRECT COST TOTAL				\$ 0.00



PROPOSAL COST SUMMARY

Task 3.5.A - Categorical Exclusion D1

C/R/S:	BUT-Great Miami River Trail Extension	Overhead Rate	=	198.55%
PID NO.:	120878	Average ODOT Overhead Rate	=	157.79%
		Net Fee	=	11.00%
CONSULTANT:	S&ME, INC.	Cost of Money	=	0.189%
DATE:	05/02/24			

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 44.63	8	\$ 357.00	\$ 708.82	\$ 0.67	\$ 0.00	\$ 0.00	\$ 101.23	\$ 1,167.72	
Literature/File Review	\$ 40.40	10	\$ 404.00	\$ 802.14	\$ 0.76	\$ 0.00	\$ 0.00	\$ 114.56	\$ 1,321.46	
Subtotal	\$ 42.28	18	\$ 761.00	\$ 1,510.96	\$ 1.43	\$ 0.00	\$ 0.00	\$ 215.79	\$ 2,489.18	\$ 2,489.18
	Ave. Rate									
REPORT / PCN										
Writing/Preparation	\$ 42.44	18	\$ 764.00	\$ 1,516.92	\$ 1.44	\$ 0.00	\$ 0.00	\$ 216.65	\$ 2,499.01	
Review/Duplication	\$ 51.00	2	\$ 102.00	\$ 202.52	\$ 0.19	\$ 0.00	\$ 0.00	\$ 28.92	\$ 333.63	
Subtotal	\$ 43.30	20	\$ 866.00	\$ 1,719.44	\$ 1.63	\$ 0.00	\$ 0.00	\$ 245.57	\$ 2,832.64	\$ 2,832.64
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 42.82	38	\$1,627.00	\$3,230.40	\$3.06	\$0.00	\$0.00	\$461.36	\$5,321.82	\$ 5,321.82
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 3.5.A - Categorical Exclusion D1

		HOURLY RATES	
		Personnel Category	
C/R/S:	BUT-Great Miami River Trail Extension	Principal Scientist	\$ 0.00
PID NO.:	120878	Senior Env Lead	\$ 55.00
CONSULTANT:	S&ME, INC.	Project Scientist	\$ 47.00
DATE:	05/02/24	Staff Scientist	\$ 36.00
		GIS Tech	\$ 28.00
		CADD Tech	\$ 0.00
		Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	1	6	0	0	0	1	8	\$ 357.00
Literature/File Review	0	0	4	6	0	0	0	10	\$ 404.00
Subtotal	0	1	10	6	0	0	1	18	\$ 761.00
REPORT / PCN									
Writing/Preparation	0	0	12	4	2	0	0	18	\$ 764.00
Review/Duplication	0	1	1	0	0	0	0	2	\$ 102.00
Subtotal	0	1	13	4	2	0	0	20	\$ 866.00
GRAND TOTAL ALL PARTS	0	2	23	10	2	0	1	38	\$1,627.00



Proposed Non-labor Direct Costs

Task 3.5.A - Categorical Exclusion D1

C/R/S: BUT-Great Miami River Trail Extension

PID NO.: 120878

CONSULTANT: S&ME, INC.

DATE: 05/02/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
GPS	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
ADMINISTRATIVE/RESEARCH				
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 0.00



PROPOSAL COST SUMMARY

Task 3.1.A - Phase I Cultural Resources Survey (if authorized)

C/R/S:	BUT-Great Miami River Trail Extension	Overhead (S&ME) Percentage	=	198.55%
PID NO.:	120878	Overhead (ODOT General) Percentage	=	157.79%
CONSULTANT:	S&ME, INC.	Net Fee Percentage	=	11.00%
DATE:	05/02/24	Cost of Money (General)	=	0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance	#DIV/0!	0	\$ 555.00	\$ 1,101.95	\$ 1.05	\$ 0.00	\$ 0.00	\$ 157.38	\$ 1,815.38	
Travel	\$ 39.67	3	\$ 119.00	\$ 236.27	\$ 0.22	\$ 10.40	\$ 0.00	\$ 33.74	\$ 399.63	
Subtotal	\$ 37.44 Ave. Rate	18	\$ 674.00	\$ 1,338.22	\$ 1.27	\$ 10.40	\$ 0.00	\$ 191.12	\$ 2,215.01	\$ 2,215.01
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 28.00	6	\$ 168.00	\$ 333.56	\$ 0.32	\$ 0.00	\$ 0.00	\$ 47.64	\$ 549.52	
Literature/File Review	\$ 29.33	6	\$ 176.00	\$ 349.45	\$ 0.33	\$ 0.00	\$ 0.00	\$ 49.91	\$ 575.69	
Subtotal	\$ 28.67 Ave. Rate	12	\$ 344.00	\$ 683.01	\$ 0.65	\$ 0.00	\$ 0.00	\$ 97.55	\$ 1,125.21	\$ 1,125.21
REPORT										
Writing/Preparation	\$ 32.57	49	\$ 1,596.00	\$ 3,168.86	\$ 3.02	\$ 0.00	\$ 0.00	\$ 452.58	\$ 5,220.46	
Review/Duplication	\$ 75.00	2	\$ 150.00	\$ 297.83	\$ 0.28	\$ 0.00	\$ 0.00	\$ 42.54	\$ 490.65	
Subtotal	\$ 34.24 Ave. Rate	51	\$ 1,746.00	\$ 3,466.69	\$ 3.30	\$ 0.00	\$ 0.00	\$ 495.12	\$ 5,711.11	\$ 5,711.11
GRAND TOTAL ALL PARTS	\$ 34.12 Ave. Rate	81	\$2,764.00	\$5,487.92	\$5.22	\$10.40	\$0.00	\$783.79	\$9,051.33	\$ 9,051.33



Hours, Personnel Categories, and Labor Rates

Task 3.1.A - Phase I Cultural Resources Survey (if authorized)

		HOURLY RATES	
		Personnel Category	
C/R/S:	BUT-Great Miami River Trail Extension	Principal Scientist	\$ 75.00
PID NO.:	120878	Senior Env Lead	\$ 53.00
CONSULTANT:	S&ME, INC.	Project Scientist	\$ 44.00
DATE:	05/02/24	Staff Scientist	\$ 22.00
		GIS Tech	\$ 20.00
		CADD Tech	\$ 0.00
		Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	3	6	6	0	0	0	15	\$ 555.00
Travel	0	1	1	1	0	0	0	3	\$ 119.00
Subtotal	0	4	7	7	0	0	0	18	\$ 674.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	0	2	0	2	0	2	6	\$ 168.00
Literature/File Review	0	0	2	4	0	0	0	6	\$ 176.00
Subtotal	0	0	4	4	2	0	2	12	\$ 344.00
REPORT									
Writing/Preparation	0	8	17	12	6	4	2	49	\$ 1,596.00
Review/Duplication	2	0	0	0	0	0	0	2	\$ 150.00
Subtotal	2	8	17	12	6	4	2	51	\$ 1,746.00
GRAND TOTAL ALL PARTS	2	12	28	23	8	4	4	81	\$2,764.00



Proposed Non-labor Direct Costs

Task 3.1.A - Phase I Cultural Resources Survey (if authorized)

C/R/S: BUT-Great Miami River Trail Extension

PID NO.: 120878

CONSULTANT: S&ME, INC.

DATE: 05/02/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	20	miles	\$ 0.52	\$ 10.40
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 10.40
ADMINISTRATIVE/RESEARCH				
Database Search/Historical	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
DIRECT COST TOTAL				\$ 10.40



PROPOSAL COST SUMMARY

Task 4.1.A - Pre-Demolition Asbestos Inpection (if authorized)

C/R/S:	BUT-Great Miami River Trail Extension	Overhead (S&ME) Percentage	=	198.55%
PID NO.:	120878	Overhead (ODOT General) Percentage	=	157.79%
CONSULTANT:	S&ME, INC.	Net Fee Percentage	=	11.00%
DATE:	05/02/24	Cost of Money (General)	=	0.189%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance	#DIV/0!	0	\$ 88.00	\$ 174.72	\$ 0.17	\$ 0.00	\$ 0.00	\$ 24.95	\$ 287.84	
Travel	\$ 44.00	1	\$ 44.00	\$ 87.36	\$ 0.08	\$ 130.40	\$ 0.00	\$ 12.48	\$ 274.32	
Subtotal	\$ 44.00	3	\$ 132.00	\$ 262.08	\$ 0.25	\$ 130.40	\$ 0.00	\$ 37.43	\$ 562.16	\$ 562.16
	Ave. Rate									
ADMINISTRATIVE/RESEARCH										
Planning/Coordination		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Literature/File Review		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Subtotal		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Ave. Rate									
REPORT										
Writing/Preparation	\$ 44.00	3	\$ 132.00	\$ 262.09	\$ 0.25	\$ 0.00	\$ 0.00	\$ 37.43	\$ 431.77	
Review/Duplication	\$ 53.00	1	\$ 53.00	\$ 105.23	\$ 0.10	\$ 0.00	\$ 0.00	\$ 15.03	\$ 173.36	
Subtotal	\$ 46.25	4	\$ 185.00	\$ 367.32	\$ 0.35	\$ 0.00	\$ 0.00	\$ 52.46	\$ 605.13	\$ 605.13
	Ave. Rate									
GRAND TOTAL ALL PARTS	\$ 45.29	7	\$317.00	\$629.40	\$0.60	\$130.40	\$0.00	\$89.89	\$1,167.29	\$ 1,167.29
	Ave. Rate									



Hours, Personnel Categories, and Labor Rates

Task 4.1.A - Pre-Demolition Asbestos Inspection (if authorized)

		HOURLY RATES	
		Personnel Category	
C/R/S:	BUT-Great Miami River Trail Extension	Principal Scientist	\$ 75.00
PID NO.:	120878	Senior Env Lead	\$ 53.00
CONSULTANT:	S&ME, INC.	Project Scientist	\$ 44.00
DATE:	05/02/24	Staff Scientist	\$ 22.00
		GIS Tech	\$ 20.00
		CADD Tech	\$ 0.00
		Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	2	0	0	0	0	2	\$ 88.00
Travel	0	0	1	0	0	0	0	1	\$ 44.00
Subtotal	0	0	3	0	0	0	0	3	\$ 132.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	0	0	0	0	0	0	0	\$ 0.00
Literature/File Review	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
REPORT									
Writing/Preparation	0	0	3	0	0	0	0	3	\$ 132.00
Review/Duplication	0	1	0	0	0	0	0	1	\$ 53.00
Subtotal	0	1	3	0	0	0	0	4	\$ 185.00
GRAND TOTAL ALL PARTS	0	1	6	0	0	0	0	7	\$317.00



Proposed Non-labor Direct Costs

Task 4.1.A - Pre-Demolition Asbestos Inspection (if authorized)

C/R/S: BUT-Great Miami River Trail Extension

PID NO.: 120878

CONSULTANT: S&ME, INC.

DATE: 05/02/24

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	20	miles	\$ 0.52	\$ 10.40
PLM Analysis	12	each	\$ 10.00	\$ 120.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 130.40
ADMINISTRATIVE/RESEARCH				
Database Search/Historical	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Subtotal				\$ 0.00
DIRECT COST TOTAL				\$ 130.40



Contact Information

Scott Timmer, City Manager
 stimmer@fairfieldoh.gov
 513.867.5350

FOR IMMEDIATE RELEASE

October 17, 2023

Grant Awards to Jumpstart Two Critical Neighborhood Connectivity Projects

The City of Fairfield is excited to announce the award of nearly \$2.5 million in Federal transportation grant funding to support two priority shared use projects within the City's neighborhoods. The funding was announced by the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) on October 12, 2023 as part of a \$50.4 million package of transportation projects within the region.

"The City is excited and appreciative of the funding to advance these two critical projects," said Scott Timmer, Fairfield City Manager. "With these funds, we will improve the connectivity of our neighborhoods with major park facilities, Fairfield's Town Center, and other regional trail networks. The opportunity to improve our connectivity is crucial for continued vitality in Fairfield."

Both projects were identified as priorities in the Fairfield Connects plan, a connectivity master plan adopted by Fairfield City Council to identify opportunities to improve the walkability and bikeability of the City and its neighborhoods. The Fairfield Connects plan was prompted in response to significant community input received during creation of the Fairfield Forward Comprehensive Plan. During the Fairfield Forward planning process, many residents suggested improvement to the City's network of sidewalks and shared use paths to better connect residents with local amenities, parks, and adjacent neighborhoods.

The two projects include:

1) Great Miami River Trail Extension

OKI approved funding in the amount of \$750,306 towards extension of the Great Miami River Trail (GMRT) from its current terminus at Waterworks Park to connect with the existing trail segment within Marsh Park. This extension, to be constructed in 2027, will bring the trail south to the roundabout at River and Gray Roads, facilitating future expansion to the Furfield Dog Park.

The City has been strategically acquiring property in recent years to create a path for the trail extension. The trail is seen as a critical component to the long-term plans to enhance and activate Marsh Park. Unlike many sections of the GMRT that follow the Great Miami River, Fairfield's segment will be unique in that it will move away from the river, providing stunning views of Marsh Lake and improved connections to the surrounding neighborhoods.

The GMRT is a regional multi-use trail envisioned to extend from Shawnee Lookout Park in Hamilton County north to Sidney in Shelby County. Completion of the Fairfield segment is critical in achieving this goal. Neighboring jurisdictions have secured funding to close the remaining trail gaps between Hamilton and Middletown, connecting Fairfield and Piqua with more than 80 miles of unbroken trail.



Contact Information

Scott Timmer, City Manager
 stimmer@fairfieldoh.gov
 513.867.5350

2) Pleasant Avenue Shared Use Path

OKI approved funding in the amount of \$1,738,290 towards construction of a shared use path on the west side of Pleasant Avenue/US 127 between Hunter Road and Wessel Drive. This project, to be constructed in 2027, will create a separated shared use path in coordination with traffic calming improvements planned for the corridor.

As currently configured, Pleasant Avenue effectively only facilitates motor vehicles usage as the primary transportation method of the corridor. The path will connect neighborhoods with two major anchors on each end. To the north, the new path will connect the Fairfield Town Center area, providing residents with the option to walk or bike to reach local restaurants, retail stores, Village Green Park, and the Town Center DORA district. On the south end, the path will end at Hunter Road, which provides a direct connection to Harbin Park.

As the first shared use path parallel to an existing roadway in Fairfield, this project will be a model for future shared use path projects identified in the Fairfield Connects plan. Contingent on funding, future plans include a shared use path parallel to River Road between Groh Lane and the Town Center Area, providing a link between the Pleasant Avenue Shared Use Path and GMRT Extension.

Now that OKI has approved funding for both projects, the City's Public Works Department will advance engineering and detailed design in preparation for construction when the OKI funds become available. The City's Public Works Department has been key in applying and securing outside funding for these critical projects.

###

Fairfield covers 22 square miles in Southwest Ohio just north of Cincinnati with 44,000 residents and more than 1,200 corporate, retail, service and light industrial establishments. For more information, visit www.fairfield-city.org, and like or follow us on Facebook, Twitter and Instagram

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FISHBECK FOR IMPROVEMENT DESIGN FOR THE FAIRFIELD EXTENSION OF THE GREAT MIAMI RIVER TRAIL (GMRT) 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 Fishbeck for improvement design for the Fairfield Extension of the Great Miami River Trail (GMRT) in accordance with the contract 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 field data and soil borings be gathered 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\2024\FISHBECK-ORD



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Electric Vehicle Charging Station Grant Application through OKI for multiple public locations

Legislation Title:

Ordinance to authorize the City Manager to execute and file the Electric Vehicle Charging Station Grant Application and Agreement through OKI for multiple public locations and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement for a grant to fund the majority portion of the Electric Vehicle Charging Station Grant Application through OKI's Carbon Reduction Program funding.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute an OKI grant application for financial assistance.

The City of Fairfield is working towards submitting a grant application for the installation of Electric Vehicle (EV) Charging Stations within the City.

Earlier this year, OKI approved our application for dual port charging stations at three locations. Locations approved were Waterworks Park, the Library, and Harbin Park. OKI is supplying the match to the federal money for these locations, so they are 100% outside City funding.

OKI has opened a second round of Carbon Reduction Grant funding with no local match required. Our application will include additional Level 2 EV charging stations at Waterworks Park, the Community Arts Center, and the Justice Center. The electric infrastructure at those locations would allow for future expansion of the charging network to include more public chargers, charging stations for City EV's, or a combination of both. CMTA consultants were engaged by Public Works and provided preliminary engineering with future needs considered. CMTA has previously analyzed the needs and capabilities of our existing facilities as part of Fairfield Sustains.

Currently the City has one Level 2 Dual Port Charging station at the Community Arts Center. This location was selected as it met the criteria for which the previous application was scored by the OEPA. It is a well-lit, safe location near the heavily travelled Pleasant Avenue (US 127). It is on City property which made the installation 100% eligible for funding. The previous project was a

20% match as will be this project.

It will be the City's intent to implement a fee for use like that of surrounding jurisdictions once additional chargers are brought on-line.

This project falls in line with the goals of the Fairfield Forward Comprehensive Plan and our draft Fairfield Sustain plan to promote environmental sustainability. The plan specifically mentions investigating electric vehicle charging stations.

Staff believe the grant has merit and that the installation will help keep the City in touch with developing technologies. The addition of EV charging stations has the potential to provide support to our local economy.

Financial Impact:

No immediate financial impact.

Emergency Provision Explanation:

The final applications are soon to be considered; therefore a suspension of the rules and emergency provisions are being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2024 - Fairfield City - EV Chargers - 2024-5-15
2. OKI-ORD



City of Fairfield

EV Charging Assessment – Part 2

Fairfield, OH

May 15, 2024

Final

Prepared by:

CMTA



Introduction

City of Fairfield requested additional assistance from CMTA to provide preliminary drawings and estimate of probable costs for (3) different sites than the original EV charger assessment. Below is a list of sites with number of proposed chargers. The budget costs included with this assessment includes the installation of the Phase 1 chargers, with the infrastructure to support both the Phase 1 and Phase 2 chargers. *The budget costs for this assessment does **not** include installation of the Phase 2 chargers.*

All chargers for this assessment are Level 2 chargers – and these chargers are not required to be connected to any emergency generators.

Phase 1 chargers primary use will be for public use – but could be used for city use – as they are available.

	Facility	Phase 1	Phase 2	Total
1	Fairfield Water Works 5201 Groh Ln.	(4) Public Spots	(2) Public Spots (14) City Spots	(6) Public Spots (14) City Spots
2	Fairfield Community Arts Center 411 Wessel Dr.	(4) Public Spots	(0) Public Spots (6) City Spots	(4) Public Spots (6) City Spots
3	Fairfield City Justic Center 675 Nilles Rd.	(4) Public Spots	(0) Public Spots (16) City Spots	(4) Public Spots (16) City Spots



Conceptual Drawings

Based upon each site requirements (total number of vehicles, locations of proposed charging stations, and existing electrical service), conceptual drawings were developed for each site – to describe the electrical infrastructure improvements needed to support the following EV Charging Stations.

	Facility	Drawings
1	Fairfield Water Works	EA1-1 EA1-2
2	Fairfield Community Arts Center	EA2-1 EA2-2
3	Fairfield City Justice Center	EA3-1 EA3-2 EA3-3

Estimate of Probable Costs

The following budget estimates were developed from the conceptual drawings. Note that these numbers include –

- Estimating Contingency – 15%
- Design Contingency – 15%
- Inflation Allowance – 5%
- Design Costs

	Facility	Budget Estimate
1	Fairfield Water Works	\$162,487
2	Fairfield Community Arts Center	\$110,268
3	Fairfield City Justice Center	\$253,237
	Sub Total - All Sites	\$525,992
	CM Costs – 15%	\$78,899
	Total Estimated Project Costs – All Sites	\$604,891

Refer to Appendix for more detailed estimate of probable cost per site.

Appendix

Conceptual Drawings per site

Detailed Probable Cost per Site

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NOT FOR CONSTRUCTION





CMTA

A **LEGENCE** Company

1100 Sycamore Street, Suite 400
Cincinnati, OH 45202
T: 513.429.4404

EV CHARGER STUDY

FAIRFIELD, OHIO

CITY OF FAIRFIELD

#	Date	Description

WATER WORKS - EA1-1

PART 2 PLAN

PROJECT NUMBER	OFEV23
DATE	5/15/2024
DRAWN BY	J. Messner
CHECKED BY	J. Messner

NOT TO SCALE



CMTA
A **LEGENCE** Company

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Cincinnati, OH 45202
T: 513.429.4404

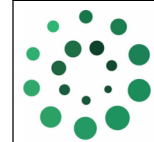
WATERWORKS - PART EA1-2

2 - CALCULATIONS

PROJECT NUMBER	OFEV23	
DATE	5/15/2024	
DRAWN BY	J. Messner	
CHECKED BY	J. Messner	NOT TO SCALE



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PLOT TIME: 5/14/2024 10:59:41 AM



CMTA

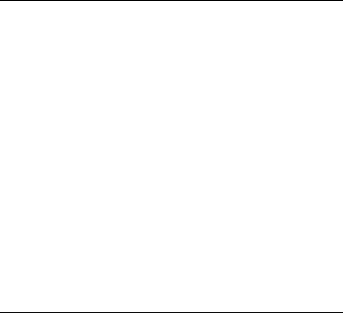
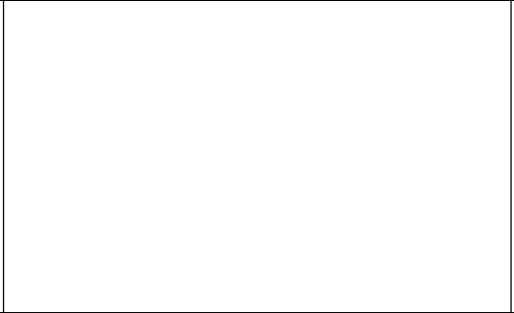
A **LEGENCE** Company

1100 Sycamore Street, Suite 400
Cincinnati, OH 45202
T: 513.429.4404

EV CHARGER STUDY

FAIRFIELD, OHIO

CITY OF FAIRFIELD



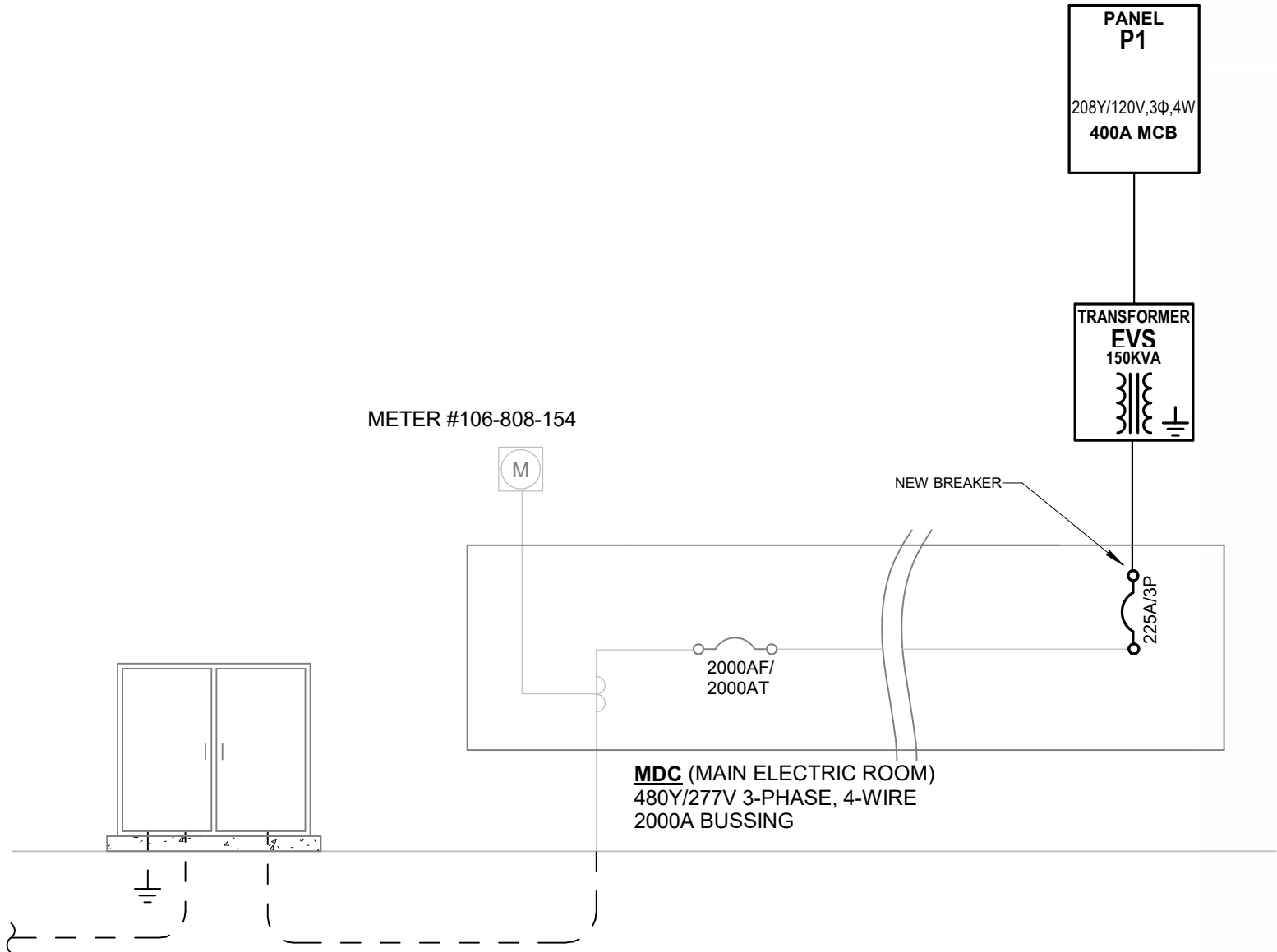
#	Date	Description

COMMUNITY ARTS
CENTER - PART 2
PLAN

EA2-1

PROJECT NUMBER	OFEV23	
DATE	5/15/2024	
DRAWN BY	J. Messner	
CHECKED BY	J. Messner	

NOT TO SCALE



1

EA2-2

ELECTRICAL SINGLE LINE

NOT TO SCALE

NOT FOR CONSTRUCTION



CMTA
A **LEGENCE** Company

1100 Sycamore Street, Suite 400
Cincinnati, OH 45202
T: 513.429.4404

EV CHARGER STUDY

FAIRFIELD, OHIO

CITY OF FAIRFIELD

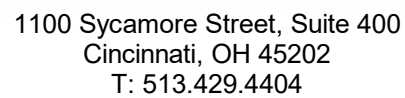
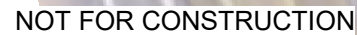
#	Date	Description

COMMUNITY ARTS
CENTER - PART 2 -
CALCULATIONS

EA2-2

PROJECT NUMBER	OFEV23	
DATE	5/15/2024	
DRAWN BY	J. Messner	
CHECKED BY	J. Messner	

NOT TO SCALE



FAIRFIELD, OHIO
CITY OF FAIRFIELD

#	Date	Description

PROJECT NUMBER	OFEV23	
DATE	5/15/2024	
DRAWN BY	J. Messner	
CHECKED BY	J. Messner	<u>NOT TO SCALE</u>

NOT TO SCALE
Packet Pg. 200



Electrical Calculations
City of Fairfield - EV Charger Study
Project: OFEV23
Date: 5/15/2024

Building - Justice Center

EV CHARGING STATIONS EXISTING SERVICE		MOCP	Amps	Voltage	Phase	kW	Quantity	Total kW
Charging Station, Level 2 - Phase 1			50	208	1	10.4	4	41.6
Charging Station, Level 2 - Future			50	208	1	10.4	16	166.4
					Design Contingency		15%	31.2

Total Additional Load								239.2

ELECTRICAL SERVICE CALCULATIONS		KW
Existing Utility Demand		208.0
+25% Per NEC 220.87		52.0
Load Added by Project		239.2

Calculated Load		499.2

NOT FOR CONSTRUCTION



1100 Sycamore Street, Suite 400
Cincinnati, OH 45202
T: 513.429.4404

EV CHARGER STUDY

FAIRFIELD, OHIO

CITY OF FAIRFIELD

#	Date	Description

JUSTICE CENTER -

PART 2 -

CALCULATIONS

EA3-3

PROJECT NUMBER	OFEV23	
DATE	5/15/2024	
DRAWN BY	J. Messner	
CHECKED BY	J. Messner	

Electrical								
		General Conditions			Quantity	Unit	Unit Cost	Total
		General Conditions			1	LS	\$15,000	\$15,000
		Aid to Construction Allowance			1	LS	\$15,000	\$15,000
		Total General Conditions						\$30,000
		Electrical Service			Quantity	Unit	Unit Cost	Total
		Primary Conduit Banks - (2) 5"C			200	LF	\$80	\$16,000
		Utility Transformer Pad			1	LS	\$2,500	\$2,500
		Grounding			1	LS	\$1,500	\$1,500
		Panel MP1	800A		25	LF	\$300	\$7,500
		Total Electrical Service						\$27,500
		Feeder Conduit and Wire			Quantity	Unit	Unit Cost	Total
		EV Charger Branch Circuits			300	LF	\$30.00	\$9,000
		FEEDER CONDUIT & WIRE TOTAL						\$9,000
		Power Devices			Quantity	Unit	Unit Cost	Total
		EV Charger	Level 2	Dual Connectors	2	EA	\$12,500	\$25,000
		Concrete Pad			2	EA	\$270	\$540
		POWER BRANCH CIRCUIT WIRING TOTAL						\$25,540
		Electrical Equipment			Quantity	Unit	Unit Cost	Total
		Panelboard - 208V	800A	MCB	1	EA	\$15,000	\$15,000
		ELECTRICAL EQUIPMENT TOTAL						\$15,000
				15%	ESTIMATING CONTINGENCY			\$16,056
					SUBTOTAL			\$123,096
				15%	DESIGN CONTINGENCY			\$18,464
				5%	INFLATION ALLOWANCE			\$6,155
					DESIGN COSTS			\$14,772
					ELECTRICAL TOTAL			\$162,487

City of Fairfield
EV Charger Assessment - Part 2
Preliminary State of Probable Cost
Budget
2024-5-15



Building: Community Arts Building

Electrical								
General Conditions				Quantity	Unit	Unit Cost	Total	
General Conditions				1	LS	\$10,000	\$10,000	
Total General Conditions							\$10,000	
Feeder Conduit and Wire				Quantity	Unit	Unit Cost	Total	
EV Charger Branch Circuits				450	LF	\$30.00	\$13,500	
Transformer EVS 175-3				25	LF	\$75.00	\$1,875	
Panel EVS 400-4				15	LF	\$150.00	\$2,250	
FEEDER CONDUIT & WIRE TOTAL							\$17,625	
Power Devices				Quantity	Unit	Unit Cost	Total	
EV Charger Level 2 Dual Connectors				2	EA	\$12,500	\$25,000	
Concrete Pad				2	EA	\$270	\$540	
POWER BRANCH CIRCUIT WIRING TOTAL							\$25,540	
Electrical Equipment				Quantity	Unit	Unit Cost	Total	
Panelboard - 208V 400A MCB				1	EA	\$12,500	\$12,500	
Transformer 150kVA				1	EA	\$6,975	\$6,975	
ELECTRICAL EQUIPMENT TOTAL							\$19,475	
				15%	ESTIMATING CONTINGENCY		\$10,896	
					SUBTOTAL		\$83,536	
				15%	DESIGN CONTINGENCY		\$12,530	
				5%	INFLATION ALLOWANCE		\$4,177	
					DESIGN COSTS		\$10,024	
					ELECTRICAL TOTAL		\$110,268	

Attachment: 2024 - Fairfield City - EV Chargers - 2024-5-15 (3963 : Electric Vehicle Charging Station Grant Application through OKI for multiple

City of Fairfield
EV Charger Assessment - Part 2
Preliminary State of Probable Cost
Budget
2024-5-15



Building: Justice Center

Electrical							
	General Conditions			Quantity	Unit	Unit Cost	Total
	General Conditions			1	LS	\$17,500	\$17,500
	Total General Conditions						\$17,500
	Feeder Conduit and Wire			Quantity	Unit	Unit Cost	Total
	EV Charger Branch Circuits	Level 2		200	LF	\$30.00	\$6,000
	Transformer T-EV1	450-3		515	LF	\$150.00	\$77,250
	Panel EV1	1000-4		15	LF	\$425.00	\$6,375
	FEEDER CONDUIT & WIRE TOTAL						\$89,625
	Power Devices			Quantity	Unit	Unit Cost	Total
	EV Charger	Level 2		2	EA	\$12,500	\$25,000
	Concrete Pad			2	EA	\$270	\$540
	POWER BRANCH CIRCUIT WIRING TOTAL						\$25,540
	Electrical Equipment			Quantity	Unit	Unit Cost	Total
	Transformer	3PH	300kVA	1	EA	\$17,500	\$17,500
	Transformer Wiring Connections			1	EA	\$1,000	\$1,000
	Panelboard - 208V	1000A	MCB	1	EA	\$25,000	\$25,000
	ELECTRICAL EQUIPMENT TOTAL						\$43,500
			15%	ESTIMATING CONTINGENCY			\$26,425
				SUBTOTAL			\$202,590
			10%	DESIGN CONTINGENCY			\$20,259
			5%	INFLATION ALLOWANCE			\$10,129
				DESIGN COSTS			\$20,259
				ELECTRICAL TOTAL			\$253,237

Attachment: 2024 - Fairfield City - EV Chargers - 2024-5-15 (3963 : Electric Vehicle Charging Station Grant Application through OKI for multiple

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND FILE THE ELECTRIC VEHICLE CHARGING STATION GRANT APPLICATION AND AGREEMENT THROUGH OKI FOR MULTIPLE PUBLIC LOCATIONS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute and file the Electric Vehicle Charging Station Grant Application and Agreement through OKI for multiple public locations 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 grant application can be filed 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\2024\OKI-ORD

Attachment: OKI-ORD (3963 : Electric Vehicle Charging Station Grant Application through OKI for multiple public locations)



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

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.

\$230,000 for redevelopment at 7051/7075 Dixie Highway;
 \$290,000 for improvement design of Fairfield extension of Great Miami River Trail;
 \$3,300,000 for Community Improvement Corporation grants.

Financial Impact: \$3,820,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. CONTRACTUAL 5-28-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Transformative Economic Development Fund	\$730,000
To:	41416027-271500 Funding Grants (Redevelopment at 7051-7075 Dixie Highway [\$230,000]) (State Route 4 Redevelopment [\$500,000])	\$730,000
From:	Unappropriated Northeast Area TIF Fund	\$500,000
To:	22216027-271500 Funding Grants (State Route 4 Redevelopment)	\$500,000
From:	Unappropriated Active Transportation Fund	\$290,000
To:	41516023-233300 Engineering Services (Great Miami River Trail Connectivity Engineering 4PW36)	\$290,000
From:	Unappropriated Butler County ARPA Fund	\$2,300,000
To:	26816027-271500 Funding Grants (ARPA Transfer to CIC for property purchase)	\$2,300,000

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

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

Attachment: CONTRACTUAL 5-28-ORD (3969 : Contractual Appropriations)

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\2024\CONTRACTUAL 5-28-ORD

Attachment: CONTRACTUAL 5-28-ORD (3969 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

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 item:

\$23,000 for Wastewater Division Grit Collector Rehab;
 \$38,400 for Water Division Chemical Feed Improvement Integration;
 \$45,000 for Fire Truck outfitting;
 \$4,630 for Analog Call Station Emergency Phone for Harbin Park;
 \$52,887 for Ventrac 4520 Tractor for Golf Maintenance;
 \$73,751 for GMC Sierra 2500 for Fire Department;
 \$20,000 for 5104-5106 Pleasant Avenue improvements.

Financial Impact: \$257,668.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.052824
2. NONCONTRACTUAL 5-28-ORD



City Council Information Item
Regular Meeting - May 28, 2024

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Wastewater Division Grit Collector Rehab

Legislation Title:

Wastewater Division Grit Collector Rehab

Background/Synopsis:

The Public Utilities Department Wastewater Division utilizes a Grit Collector in its Preliminary Treatment Process. Grit consists of debris including gravel, rocks, sand, cinders, eggshells, etc. Removal of the grit is necessary for wastewater treatment and to prevent damage to the facilities down-stream equipment

The Divisions Grit Collector is in need of rehabilitation. Wear components such as chains, links, pins, shoes and cotters have worn and are in need of replacement in order to increase the longevity of the machine. Division staff will replace the components in-house.

WSG & Solutions, Inc., is the sole supplier of the components necessary to rehab the Divisions existing Grit Collector. A sole source letter and cost estimate for the components are attached for review.

Financial Impact:

An appropriation in the amount of \$23,000.00 is being requested for the purchase of rehabilitation equipment for the Wastewater Divisions Grit Collector.

Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project number 4WW16, Replace Major Process Equipment. The funding source is the Sewer Surplus Fund, 624.

Attachments:

1. Quote A18986
2. Sole Source letter - WSG & Solutions Inc - 05-07-2024



440 Stump Road
Montgomeryville, PA 18936
Phone: 267-638-3000
Fax: 267-638-3081
Toll Free Phone: 1-866-353-7084
Web: www.wsgandsolutions.com

QUOTATION #: A18986 REV #: -

QUOTATION DATE : May 3, 2024

WC10419
BILL TO : FAIRFIELD, CITY OF [OH]
5350 PLEASANT AVENUE

SHIP TO : FAIRFIELD, CITY OF [OH]
5350 PLEASANT AVENUE

FAIRFIELD | OH | 45014

FAIRFIELD | OH | 45014

ATTN:
PHONE:

ATTENTION : MATTHEW P. ROBINSON
PHONE : 513-277-9281
FAX : 513-858-7762
EMAIL : mprobinson@fairfield-city.org

ACCOUNT MANAGER : Michael Ricketson
PHONE : 267-638-3022
FAX : 267-638-3082
EMAIL : michael.ricketson@wsgandsolutions.com

REP : BissNuss, Inc. [OH-CANFIELD]
PHONE :
FAX :

SITE LOCATION :
ORIGINAL CONTRACT : 17756
CUSTOMER REF # :

ATTACHED STANDARD TERMS OF SALE SHALL BECOME PART OF ANY ORDER RESULTING FROM THIS QUOTATION.

Quote Pricing

Item	Item Part No.	Item Description	Quantity	UOM	Unit Price	Extended Price
1	841-28016	TYPE 720S CHAIN FOR C&B GRIT COLLECTOR, PIN AND COTTER CONSTRUCTION (EXCLUDES ATTACHMENT LINKS)	120	FT	124.00	14,880.00
2	841-28375	ATTACHMENT LINK FOR TYPE 720S CHAIN	14	EA	154.00	2,156.00
3	103-81133-1	STRAIGHT PIN FOR BUCKET / CHAIN ASSEMBLY	26	EA	14.00	364.00
4	303-1881-1	NON-METALLIC WEAR SHOE FOR GRIT BUCKET	52	EA	26.00	1,352.00
5	841-28046	DRIVE CHAIN - 28 PITCHES (APPROX. 7 FEET)	7	FT	350.00	2,450.00
6	841-32525	ITEM OF PIN AND STAINLESS STEEL COTTER FOR TYPE 720S CHAIN	14	EA	48.00	672.00
			Total :	\$		21,874.00

Comments : SHIPMENT SCHEDULE TO BE CONFIRMED.
ESTIMATED SHIPMENT 6 TO 8 WEEKS AFTER RECEIPT OF ORDER
PLEASE NOTE THAT DELIVERIES COULD BE IMPACTED BY GLOBAL SUPPLY CHAIN DELAYS.

WE INVOICE ELECTRONICALLY. PLEASE SUPPLY CONTACT NAME AND EMAIL ADDRESS FOR INVOICING PURPOSES WHEN ORDERING.

Prices may be quantity sensitive.

PAYMENT TERMS : NET 30
FREIGHT TERMS: PPD & ALLOWED, FOB SHIPPING POINT
LEAD TIME IS CONTINGENT UPON STOCK AVAILABILITY.

PRICES ARE IN EFFECT FOR 30 DAYS

IN THE EVENT OF AN ORDER, PLEASE PROVIDE YOUR BILLING ADDRESS, YOUR ACCOUNTS PAYABLE CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS, TAX EXEMPT FORM AND TAX EXEMPT NUMBER.



440 Stump Road
Montgomeryville, PA 18936
Phone: 267-638-3000
Fax: 267-638-3081
Toll Free Phone: 1-866-353-7084
Web: www.wsgandsolutions.com

QUOTATION #: A18986

REV #: -

QUOTATION DATE : May 3, 2024

MINIMUM ORDER CHARGE \$100.00

UPON RECEIPT OF A PURCHASE ORDER, WSG & SOLUTIONS, INC. WILL PROVIDE AN ORDER ACKNOWLEDGEMENT.

Standard Terms of Sale

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Partial shipments and invoices will be allowed unless otherwise agreed by the parties. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit insurance approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Shipping Point.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within twelve (12) months from shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover wear and tear of the components once put into operation, damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, pandemic, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. In the event Buyer wishes to return material for credit - A return material authorization (R. M. A.) must be issued from the Seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restocking fee of 25% of item value applies. Return freight and associated costs are for the account of the Buyer.
10. Assignment. Seller may assign, transfer or subcontract any Order or any right or any obligation hereunder without Buyer's prior written consent. Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the agreement and/or assign proceeds of the agreement without Buyer's consent.
11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



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Phone: 267-638-3000
Fax: 267-638-3081
Toll Free Phone: 1-866-353-7084
Web: www.wsgandsolutions.com

QUOTATION #: A18986

REV #: -

QUOTATION DATE : May 3, 2024

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
13. RESERVATION CLAUSE (International ONLY-including Canada and Mexico). Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Buyer agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.
- BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
14. Escalation Clause. Seller has no control over the metals markets and the fluctuations of base metals cost and surcharges imposed on shipments of steel. The prices in the proposal are therefore subject to adjustment reflecting changes in the CRU Steel Price Index Forecast published by CRU International at www.cruspifutures.com for the base material costs, and the Allegheny Ludlum surcharge calculator/surcharge history data published monthly and is available at www.alleghenyludlum.com/ludlum/pages/SurchargeCalculator/SurchargeHistory.asp. Changes made by the Buyer to the quoted schedule will be subject to escalation as provided herein. If the index and surcharge data published at the date of actual material procurement exceeds the index and surcharge data values at the proposal validity date, Seller has the right to change the price for the material portion of the contract and it may be increased in accordance with the changes in the index and surcharge data values. Price changes will be the difference between the actual material purchase costs as indicated by the CRU steel price index and surcharge calculator data at the date of purchase and the material costs in effect as indicated by the CRU steel price index and surcharge calculator data as of the date of the proposal. It is understood and agreed that it shall be Seller's option as to whether or not to invoke escalation. All invoices for escalation will include supporting documentation as required.

WSG & Solutions, Inc. appreciates the opportunity to provide this quotation for your consideration and looks forward to doing business with you!

Quotation Submitted by WSG & Solutions, Inc.:

(Signature) Aftermarket Sales

Michael Ricketson, Senior Sales Associate

(Name)

267-638-3000

(Phone)

267-638-3082

(Fax)

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller:

(Company Name)

WSG & Solutions, Inc.

Company Name

By:

By:

Date:

Date:

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



440 Stump Road
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May 7, 2024

City of Fairfield, OH
5350 Pleasant Avenue
Fairfield, OH 45014

Attn: Mr. Matthew Robinson
Operator / Maintenance Wastewater Division

RE: Sole Source Letter

Mr. Robinson,

WSG & Solutions, Inc., formerly known as Siemens Water Technologies Inc. / USFilter Envirex Products & FMC / Link-Belt®, is the original equipment manufacturer and sole supplier for in-kind equipment replacement and also original replacement parts for (1) each C&B Grit Collector sold on USFilter Envirex contract# 17756, circa 1999 for the City of Fairfield, OH.

WSG & Solutions, Inc. owns the original design specs. and fabrication drawings for the USFilter Envirex C&B Grit Collector at Fairfield, OH and is the sole proprietor for this equipment line including in the state of Ohio.

As the original supplier, WSG & Solutions, Inc. can provide replacement equipment and components as originally furnished and can track any modifications that have been made to the equipment by our company and can also recommend substitute componentry.

Reference recent WSG & Solutions proposal# A18986 regarding replacement equipment for the C&B Grit Collector per contract # 17756.

If you have any questions, please do not hesitate to contact us.

Best regards,

Michael Ricketson
Senior Sales Associate
WSG & Solutions, Inc.
440 Stump Road
Montgomeryville, PA 18936
Phone 267-638-3022
Email: michael.ricketson@wsgandsolutions.com

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 28, 2024

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division Chemical Feed Improvement Integration

Legislation Title:

Water Division Chemical Feed Improvement Integration

Background/Synopsis:

Supervisory Control And Data Acquisition (SCADA) systems are utilized at the Public Utilities Department's Water and Wastewater Treatment Plants (WTP & WWTP) to enable Plant Operators to monitor and control processes from one central location. There are three main components for a SCADA system: Remote Terminal Units (RTU), Human Machine Interface (HMI), and Communications. RTU's are used for data acquisition and control actions at a specific site. HMI (computers) displays data collected from RTU's and integrated software is used for programming control actions. Communications is what is utilized to link the hardware and software.

The funding request is for SCADA Integration Services relating to the Water Division's Chemical Feed Improvement Project. It is the intent of the Water Division to fully automate the operation of the new Sodium Hypochlorite and Fluoride feed equipment in order to establish consistency in operation and to optimize chemical consumption.

Technical services for the project will be performed by PCS Technologies LLC per the attached proposal.

Financial Impact:

An appropriation in the amount of \$38,400.00 is being requested for SCADA Integration Services relating to the Water Divisions Chemical Feed Improvement Project.

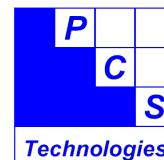
Funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project number 4WT22, SCADA Integration. The funding source is the Water Surplus Fund, 605

Attachments:

1. FFWTP_NaOCL_Bldg_Additions 051024

PCS Technologies LLC

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



PROPOSAL

To:	Mr. Jason Hunold	Date:	May 10, 2024
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield Contract Fairfield WTP – NaOCL Facility
		Document Reference:	GRW Engineers Project #4920 Contract Documents, April 2024
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-051024

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below. This proposal includes integration of new Chemical Bulk Feed PLC, PLC-CF, local Operator Interface and SCADA additions to integrate new Sodium Hypochlorite (NaOCL) and Hydrofluorisilic Acid (Fluoride) Feed Systems.

Services Included:

- Programming of new CompactLogix 1769-L33ER PLC (provided under section 409443)
- Programming of new PanelView Performance 7 Plus Operator Interface Terminal
- Programming additions to FactoryTalk SCADA Servers
- Integration with NaOCL Transfer Pump Vendor Control Panel
- Integration with NaOCL Day Tank Vendor Control Panel (VCP-200)
- Integration with NaOCL Metering Pump Vendor Control Panel (VCP-300)
- Integration with Fluoride Transfer Pump Vendor Control Panel
- Integration with Fluoride Day Tank Vendor Control Panel (VCP-500)
- Integration with Fluoride Metering Pump Vendor Control Panel (VCP-600)
- Integration with instrumentation supplied by Contractor (provided under sections 409030, 409129, 409136, 409155).
- Integration with other Fairfield WTP PLCs (as needed)
- Development of Functional Requirements Specification
- Field Services (listed below)
- Operator Training
- Maintenance Personnel Training

All PLC programming, OIT and SCADA development will meet with existing Fairfield WTP standards and will be developed with input from Fairfield staff as well as GRW Engineers.

Field Services include the following:

- Development workshops with Fairfield and GRW Engineers
- Factory Acceptance Testing of PLC-CF.
- Witnessing and verification of Contractor provided I/O Checkout, Loop Checkout etc.

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)

- Commissioning of PLC-CF and OIT-CF, including on-site debugging, testing and confirmation functional requirements

Not Included:

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

1. PLC, OIT or networking hardware.
2. Purchase of any computer hardware or software. PCS will use internal license for development purposes.
3. Instrumentation.

Fee/Expenses:

Integration Services (NTE Basis) including expenses.....\$ 38,400

Terms:

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

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

Sincerely,



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

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:

Additional Appropriations for Fire Truck (Fire)

Legislation Title:

Additional Appropriations for Fire Truck (Fire)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$45,000 from American Rescue Plan Act (ARPA) for fire truck equipment.

Background/Synopsis:

This request is for additional items to outfit the new fire truck (Ladder 32) that just arrived for service. These items include Fire Hose, Forceful Entry Equipment, and Rapid Intervention Tools.

Financial Impact:

\$45,000 taken from proceeds from the American Rescue Plan Act (ARPA)

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for Emergency Wall Mounted Phone

Legislation Title:

Non-Contractual Appropriation for the purchase of an ETP-520 Series Analog Call Station
 Emergency phone

Recommendation:

It is recommended that City Council authorize an appropriation of \$4,630.00 from the Capital Budget for the purchase of an ETP-520 Series Analog Call Station Emergency phone for Harbin Park as detailed in the attached quote.

Background/Synopsis:

This project is to purchase an ETP-520 Series Analog Call Station Emergency wall mount phone for Harbin Park which is needed for the new playground/splashpad.

The funding for this project is programmed in the 2024-2028 as CIP 4PR09.

Financial Impact:

\$4,630.00 from the Capital Fund as CIP 4PR09.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Emergency Phone



1022 W 8TH ST
CINCINNATI OH 45203-1206
Phone: 513-562-4145
Fax: 513-621-0710

To: City of Fairfield
5350 Pleasant Ave.
FAIRFIELD OH 45014-3567
Attn: Nicholas Dill
Phone: 513-867-5358
Fax: 513-867-5325
Email:

Date: 05/03/2024
Proj Name:
GB Quote #: 0246034712
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 05/03/2024
Valid To: 06/02/2024
Contact: Michael Sheridan
Email: michael.sheridan@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	TALK-A-PHONE	86396	12VDC OUTPUT OUTDOOR POWER SUPPLY	\$110.00	1	\$110.00
GB Part #: 26040058 UPC #:								
Item Note: ***120/240VAC input, 12VDC output outdoor rated 5A power supply***								
200		1 EA	TALK-A-PHONE	ETP-520E		\$724.42	1	\$724.42
Item Note: ***ETP-520 Series Analog Call Station with EMERGENCY button/signage**								
300		1 EA	TALK-A-PHONE	ETP-CGW-4G- GSM		\$1,872.81	1	\$1,872.81
Item Note: ***4G LTE cellular gateway for ETP-500/520 Series Analog Call Stations. Includes antenna kit.***								
Cellular gateway supports 12VDC input. Please add power supply if 110VAC input is required.								
NOTE: E911 support requires Voice over IP SIP service. Standard voice requires Voice over LTE (VoLTE) service # provided by others. Certified only with AT&T.								
400		1 EA	TALK-A-PHONE	ETP-WMS	S/S WALL MOUNT S CALL STATION	\$1,922.12	1	\$1,922.12
GB Part #: 25899674 UPC #: 07894100402								
Item Note: ***ETP-WMS Series brushed stainless steel wall mounted call station enclosure with integrated blue light and LED panel light.***								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: City of Fairfield
5350 Pleasant Ave.
FAIRFIELD OH 45014-3567
Attn: Nicholas Dill

Date: 05/03/2024
Proj Name:
GB Quote #: 0246034712

Proposal
We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): \$4,629.35

Attachment: Non-Contractual Appropriations.052824 (3570 : Non-Contractual Appropriations)

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: City of Fairfield
5350 Pleasant Ave.
FAIRFIELD OH 45014-3567
Attn: Nicholas Dill

Date: 05/03/2024
Proj Name:
GB Quote #: 0246034712

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.

2. **GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

3. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

4. **PRICES AND SHIPMENTS** - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.

5. **REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

6. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.

7. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

8. **PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

9. **DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

10. **CANCELLATION; CHANGES FOR SERVICES** - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

11. **SOFTWARE AND FIRMWARE** - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.

12. **LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

13. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

14. **WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

15. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

16. **CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

17. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

18. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for the purchase of a Ventrac 4520 Tractor

Legislation Title:

Non-Contractual Appropriation for the purchase of a Ventrac 4520 Tractor for Golf Maintenance

Recommendation:

It is recommended that City Council authorize an appropriation of \$52,886.70 from the Capital Fund for the purchase of a Ventrac 4520 Tractor for Golf Maintenance as detailed in the attached quote.

Background/Synopsis:

This project is to purchase a Ventrac 4520 Tractor. This type of tractor is also being purchased with attachments that will allow the golf maintenance team to be able to use it as a trencher, mow on slopes and mow in areas that are harder to cut.

The funding for this project is programmed in the 2024-2028 as CIP 4RC04.

Financial Impact:

\$52, 886.70 from the Capital Fund as CIP 4RC04.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Ventrac

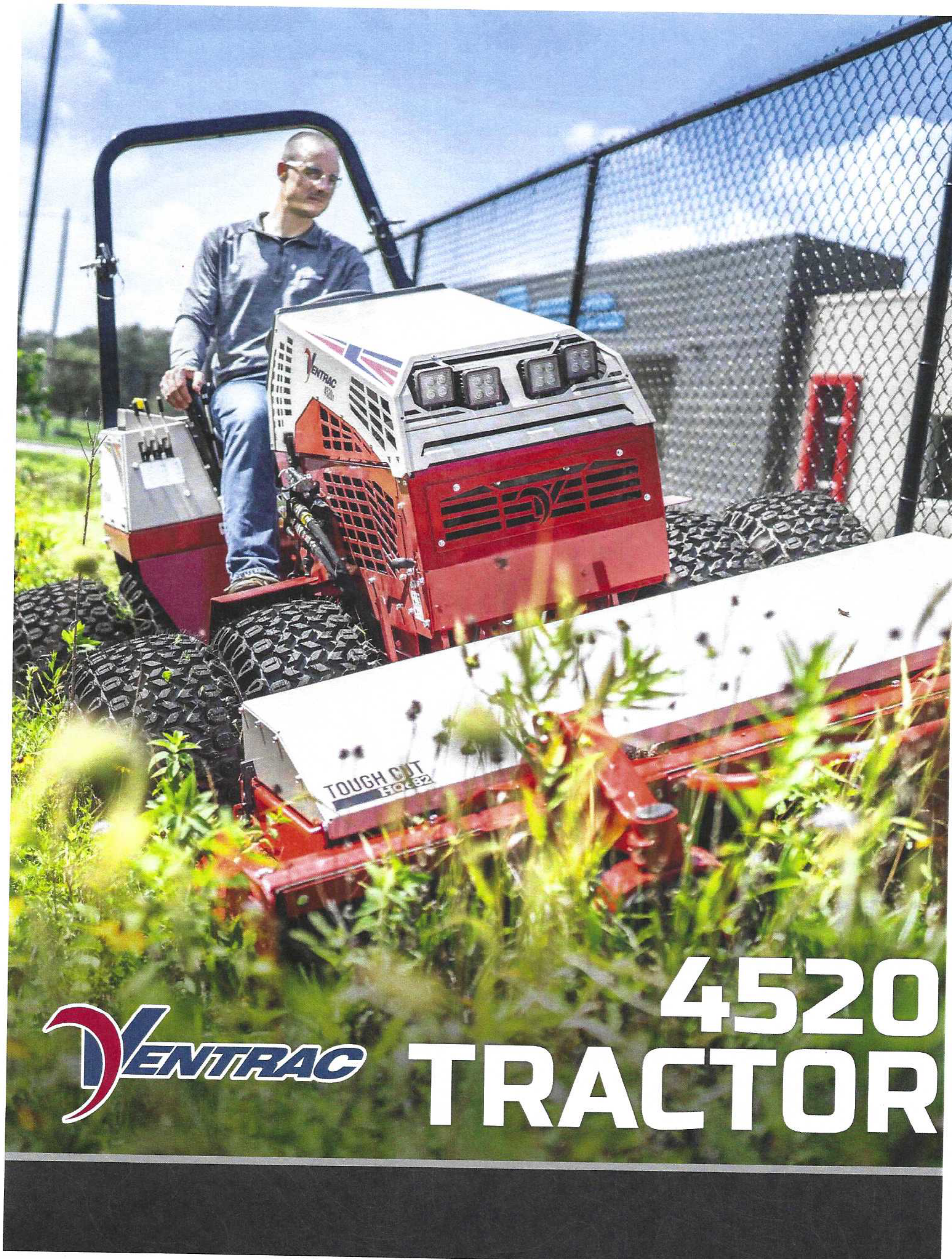


Prepared For:

City of Fairfield Parks and Recreation

Sold & Serviced by:

Century Equipment - Hamilton
Chris Noble
8650 Bilstein Blvd
Hamilton, OH 45015



4520 TRACTOR



Pricing Quote

Quote #: 75656-1006
Contract #: 031121-TTC

Date Quoted: March 28, 2024
Quote Expires: July 31, 2024

Prepared For:

City of Fairfield Parks and Recreation

Prepared By:

Century Equipment - Hamilton
Chris Noble
8650 Bilstein Blvd
Hamilton, OH 45015

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	MSRP	Sourcewell	Total
1	4520Y (39.51217)	Ventrac Tractor: KN, 4520Y Kubota D902 <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	31,070.00	28,584.40	28,584.40
1	70.4167-99	Accessory: Kit, Heated Suspension Seat 4520	800.00	736.00	736.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,610.00	1,481.20	1,481.20
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	435.00	400.20	400.20
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	385.00	354.20	354.20
1	70.4166	Accessory: STROBE LIGHT Kit, Strobe Light 4520/4500	380.00	349.60	349.60
1	KY400 (39.55455)	Attachment: TRENCHER KY, KY400 Trencher	7,580.00	6,973.60	6,973.60
1	HQ682 (39.55118)	Attachment: MOWERS - TOUGH CUT HQ, HQ682 Mower, Tough Cut	5,075.00	4,669.00	4,669.00
1	70.8226	Accessory: Kit, Hydraulic Flip Up HQ682	550.00	506.00	506.00
1	MJ840 (39.55160)	Attachment: MOWERS - CONTOUR DECK MJ, MJ840 Contour Mower	9,600.00	8,832.00	8,832.00

Subtotal 52,886.20

DISCOUNTS

Trade In Value -2,115.00

CHARGES

Other Charge: Destination and Setup +2,115.45

TOTAL USD \$ 52,886.65

Notes:

This quote has current Sourcewell Contract/MSRP pricing.
Pricing is subject to change without notice.



City Council Ordinance
Regular Meeting - May 28, 2024

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

GMC Sierra 2500 #8-B30 (Fire)

Legislation Title:

Purchase of GMC Sierra 2500 #8-B30 (Fire)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$73,751 from the Capital Improvement Fund for the purchase of a GMC Sierra 1500 from Fiehrer Motors Inc.

Background/Synopsis:

This request is for the purchase of a GMC Sierra SLE Crew Cab 2500 4x4 pickup truck to be used by the Fire Department Battalion Chief on duty. Three quotes were obtained for this purchase, one from Fiehrer Motors Inc. for \$58,751, one from Coughlin GMC for \$61,520, and one from Courtesy Buick GMC for \$67,557. Fiehrer Motors Inc. was chosen due to price.

Financial Impact:

\$73,751 (\$58,751 for the truck + \$15,000 for contingencies and Fire fleet needs) from the Capital Improvement Fund.

This vehicle is listed in the 2024 CIP as # 4FT81 Replacement Staff Vehicle (Fire) (\$130,000).

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Fiehrer Sierra Quote
2. Fiehrer Sierra
3. Coughlin Sierra
4. Courtesy Sierra

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)

Brian Rose

From: Daniel Fiehrer <dan@fiehrermotors.com>
Sent: Saturday, May 11, 2024 4:41 PM
To: Brian Rose
Subject: Quote City of Fairfield Fire department
Attachments: Fire department City of Fairfield.pdf

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

Hi Brian,

I have attached the specifications to the 2024 GMC Sierra 2500HD for your review.

MSRP	64,055.00
Fleet price	58,712.00
Title fee	39.00
Total	58,751.00

Thanks,

Dan Fiehrer
Fiehrer Buick GMC

Main: 513.863.8111
Web: www.fiehrermotors.com
Email: dan@fiehrermotors.com

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
TK20743	2024 GMC Sierra 2500HD 4WD Crew Cab 159" SLE	\$56,900.00

COLORS	
CODE	DESCRIPTION
G7C	Cardinal Red (Available at extra charge.)

EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD)	\$0.00

GVWR		
CODE	DESCRIPTION	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)	Inc.

AXLE		
CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
3SA	SLE Preferred Equipment Group includes standard equipment	\$0.00

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Data Version: 22425. Data Updated: May 10, 2024 6:44:00 PM PDT.

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)



Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

WHEELS

CODE	DESCRIPTION	MSRP
PXD	Wheels, 18" (45.7 cm) machined aluminum wheel with Dark Grey metallic accents (Included with (RFX) X31 Off-Road and Protection Package. Not available with (ZW9) pickup bed delete.)	\$300.00

TIRES

CODE	DESCRIPTION	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (Included with (RFX) X31 Off-Road and Protection Package. Not available with (ZW9) pickup bed delete.)	\$200.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
G7C	Cardinal Red (Available at extra charge.)	\$495.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
I0K	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)	\$0.00

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) content theft alarm and (C49) rear-window defogger (Included in (PDU) SLE Value Package.)	\$525.00
PCQ	SLE Convenience Package includes (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (CJ2) dual climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column, (T3U) LED fog lights, (U01) Roof Marker Lamps and (UBI) 2 charge-only USB ports (Included with (PDU) SLE Value Package. Requires (B59) Remote Start Package and (ZM9) Heated Package. With (ZW9) pickup bed delete, (KC9) 120-volt bed-mounted power outlet will be deleted. Note (U01) Roof Marker Lamps are not available with (YF5) California state emissions requirements on single rear wheels.)	\$1,140.00
X31	X31 Off-Road Package includes (JHD) Hill Descent Control, (NZZ) skid plates, Off-Road suspension, Twin-tube Rancho shocks and X31 hard badge (Requires 4WD model and AT tires. Includes (QXT) LT265/70R17E all-terrain, blackwall tires. Included with (RFX) X31 Off-Road and Protection Package. Not available with (ZW9) pickup bed delete. (QXT) LT265/70R17E all-terrain, blackwall tires can be upgraded to (QF6) LT275/70R18E all-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires.)	\$325.00
ZM9	Heated package includes (KA1) heated driver and passenger seats, (KI3) heated steering wheel (Requires (PCQ) SLE Convenience package. Included in (PDU) SLE Value Package.)	\$400.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (X31) X31 Off-Road Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (X31) X31 Off-Road Suspension Package.)	Inc.
NQH	Transfer case, two-speed active, electronic Autotrac with push button control (Requires 4WD models.)	\$200.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.
Z6A	Gooseneck / 5th Wheel Prep Package -- Hitch platform to accept Gooseneck or 5th Wheel hitch. Includes hitch platform with tray to accept ball, stamped bed holes with removable caps installed and bed mounted 7-pin trailer harness (similar to UY2 harness). (Includes (CGN) spray-on bedliner. Not available with (ZW9) pickup bed delete. Included with (NHT) Max Trailering Package.)	\$1,090.00

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CGN	Bedliner, Spray-on, Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (RFX) X31 Off-Road and Protection Package, (Z6A) Gooseneck / 5th Wheel Prep Package or (PDU) SLE Value Package. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE), not available with any other Ship Thru code.)	Inc.
T3U	Fog lamps, LED (Included and only available with (PCQ) SLE Convenience Package.)	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Not available with (YF5) California state emissions requirements. Included and only available with (PCQ) SLE Convenience Package.)	Inc.
UF2	LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob (Included with (PDQ) Preferred Package. Not available with (ZW9) pickup bed delete.)	\$125.00

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCQ) SLE Convenience Package.)	Inc.
BKE	Premium Floor Liners with removable carpet insert, rear (Included and only available with (BKF) Floor liners. Not available with any LPO floor liners.)	Inc.
BKF	Premium Floor Liners with removable carpet insert, front Requires (CGN) spray-on bedliner. Not available on Regular Cab models. Not available with any LPO floor liners.)	\$210.00
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package or (PDU) SLE Value Package.)	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCQ) SLE Convenience Package.)	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (ZM9) Heat Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) 120-volt AC power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI3	Steering wheel, heated (Included and only available with (ZM9) Heat Package.)	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Included and only available with (PCQ) SLE Convenience Package.)	Inc.
N37	Steering column, manual Tilt-Wheel and telescoping (Included and only available with (PCQ) SLE Convenience Package. Beginning February 27, 2023 through June 4, 2023 certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. See the window label for the features on a specific vehicle.)	Inc.
UBI	USB ports, (2) charge-only, rear (Included and only available with (PCQ) SLE Convenience Package.)	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	Inc.
Options Total		\$5,160.00

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Standard Equipment

Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

Mechanical

Pickup bed includes bed assist step

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lbf-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or TC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Exterior

Wheels, 17" (43.2 cm) machined aluminum (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)
Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
Bumper, front chrome lower
Bumper, rear chrome with bumper CornerSteps
Bed Step, Black integrated on forward portion of bed on driver and passenger side
CornerStep, rear bumper
Cargo tie downs (12), fixed, rated at 500 lbs per corner
Moldings, beltline, chrome
Grille (Chrome surround with Chrome insert bars.)
Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps
IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)
Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black
Glass, deep-tinted
Door handles, body-color
Tailgate, GMC MultiPro Tailgate with six functional load/access features NOTE: Auto release can be disabled if ball hitch is installed. See Owner's manual for details
Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light
Tailgate and bed rail protection caps, top

Entertainment

Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phone (STD)
SiriusXM enjoy a Platinum Plan trial subscription

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Entertainment

SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. / fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless phone projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Cloth

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, color-keyed carpeting

Floor mats, rubberized-vinyl front (Included and only available with (B30) color-keyed carpeting. Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Requires Crew Cab or Double Cab model. Included and only available with (B30) color-keyed carpeting. Deleted when LPO floor liners are ordered.)

Steering wheel, wrapped

Steering wheel audio controls

Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

GMC Premium information Display- 13.4" diagonal Multicolor touch screen

Exterior Temperature Display, located in radio display

Compass, located in instrument cluster

Windows, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Interior

- Keyless Open and Start includes remote keyless entry
- Cruise control, steering wheel-mounted
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone
- Air vents, rear (Not available with Regular Cab model.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
- Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps, LED signature lighting
- LED Signature DRL's

Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)
- Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching
- Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)
- Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)
- Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)
- Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
- Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and help you to continue to coach your new driver
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering
3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE (Complete)

Window Sticker

SUMMARY

[Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLEMSRP:\$56,900.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Cardinal Red

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSR
TK20743	[Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE	\$56,900.00
OPTIONS		
3SA	SLE Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
B59	Remote Start Package	\$525.00
BKE	Premium Floor Liners with removable carpet insert, rear	Inc.
BKF	Premium Floor Liners with removable carpet insert, front	\$210.00
BTV	Remote vehicle starter system	Inc.
C49	Defogger, rear-window electric	Inc.
CGN	Bedliner, Spray-on, Pickup bedliner	Inc.
CJ2	Air conditioning, dual-zone automatic climate control	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Cardinal Red	\$495.00
GT4	Rear axle, 3.73 ratio	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00
IOK	Audio System, 13.4" diagonal Premium GMC Infotainment System with Google built in apps such as navigation and voice assistance	\$0.00
JGH	GVWR, 10,850 lbs. (4921 kg)	Inc.

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JHD	Hill Descent Control	Inc.	
KA1	Seating, heated driver and front outboard passenger	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI3	Steering wheel, heated	Inc.	
KI4	Power outlet, instrument panel, 120-volt	Inc.	
L8T	Engine, 6.6L V8		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
N37	Steering column, manual Tilt-Wheel and telescoping	Inc.	
NQH	Transfer case, two-speed active, electronic Autotrac		\$200.00
NZZ	Skid Plates	Inc.	
PCQ	SLE Convenience Package		\$1,140.00
PXD	Wheels, 18" (45.7 cm) machined aluminum wheel		\$300.00
QF6	Tires, LT275/70R18E all-terrain, blackwall		\$200.00
T3U	Fog lamps, LED	Inc.	
U01	Lamps, Smoked Amber roof marker, (LED)	Inc.	
UBI	USB ports, (2) charge-only, rear	Inc.	
UF2	LED Cargo Area Lighting		\$125.00
UTJ	Theft-deterrent system, unauthorized entry	Inc.	
X31	X31 Off-Road Package		\$325.00
Z6A	Gooseneck / 5th Wheel Prep Package -- Hitch platform to accept Gooseneck or 5th Wheel hitch.		\$1,090.00
ZM9	Heated package		\$400.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall	Inc.	
—	Suspension, Off-Road	Inc.	
SUBTOTAL			\$62,060.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$64,055.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

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Vehicle: [Retail] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" SLE ( Complete)

Est Highway Cruising Range:N/A

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)

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Data Version: 22425. Data Updated: May 10, 2024 6:44:00 PM PDT.

833-COUGHLIN

 **COUGHLIN**
CARS.com


Coughlin Automotive Group 13 Brands, 16 Locations & 2,000+ Cars

 **Sneak Peek**
 **Send To Mobile**

2024 GMC Sierra 2500 HD SLE

[View Vehicle Details](#)

Body Style: Crew Cab
Model Code: TK20743
Engine: 6.6L V8 Gas engine
Drive Type: 4WD
Transmission: Automatic
Ext. Color: Summit White
Int. Color: Jet Black, Cloth Seat Trim
VIN #: 1GT49ME78RF409376
Stock #: CV2233F
Dealership: Coughlin Chevrolet Buick GMC of Circleville
Status: Dealer Fleet Grounded Stock

MSRP: **\$62,020**

Additional Offers you may Qualify For:

GM First Responder Offer ⓘ	-\$500
GM Military Offer ⓘ	-\$500
GM Military Appreciation Offer ⓘ	-\$500

Request Sale Price
Get Pre-Approved
Value Your Trade

Finance Starting Price	OR	Lease Starting Price
\$62,020		\$62,020
Finance for:		Lease for:
\$ 932 /mo.		\$ 810 /mo.
<i>* Excludes tax, tags & title fees</i>		

 **PERSONALIZE MY PAYMENT**

 Filters  Sort

 Search by Make, Model, or Keyword

 Search

2 Results



GM Employee/Supplier Pricing on select Models

NEW 2024 GMC SIERRA 2500 HD SLE 

VIN: 1GT49MEY9RF342263 Stock: F342263 Model: TK20743

☐ In Stock

☐ Ext. ☒ Int.



FEATURES

-  Bluetooth®
-  Heated Steering Wheel
-  Remote Start
-  4WD/AWD
-  Android Auto
-  Apple CarPlay
-  Disclaimer ⓘ

MORE DETAILS

 COMMENTS

 WINDOW STICKER

\$4,778

TOTAL SAVINGS

\$67,557

INTERNET VALUE PRICE

Less ▲

MSRP:

\$72,331

Dealer Guaranteed Savings for Everyone ⓘ

-\$3,971

Additional savings for everyone ⓘ

-\$80

Internet Value Price:

\$67,557

Add. Offers you may Qualify For:

Military Appreciation Month ⓘ

-\$1,000

- CHECK AVAILABILITY
- VIEW PAYMENTS
- SELL OR TRADE YOUR CAR
- SCHEDULE A TEST DRIVE

Compare Vehicle

Attachment: NonContractualAppropriations.052824 (3970 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Transformative Economic Development Fund	\$20,000
To:	41416027-271500 Funding Grants <i>(Property Improvements at 5104-5106 Pleasant Avenue)</i>	\$20,000
From:	Unappropriated American Rescue Plan Act Fund	\$45,000
To:	26616025-253100 Automotive Equipment <i>(Outfitting of Ladder Truck #32)</i>	\$45,000
From:	Unappropriated Capital Improvement Fund	\$131,268
To:	40216025-253100 Automotive Equipment <i>(Staff Vehicle - Fire 4FT81)</i>	\$73,751
To:	40216025-253200 Capital Equipment <i>(Ventrac 4520 Mower 4RC04)</i>	\$52,887
To:	40216024-241200 Non-Capital Equipment <i>(Emergency Telephone at Harbin Park Spraygrounds 4PR09)</i>	\$4,630
From:	Unappropriated Water Surplus Fund	\$38,400
To:	60516025-253400 Computer Equipment <i>(SCADA System Integration 4WT22)</i>	\$38,400
From:	Unappropriated Sewer Surplus Fund	\$23,000
To:	62416025-253200 Capital Equipment <i>(Replace Major Process Equipment 4WW16)</i>	\$23,000

Attachment: NONCONTRACTUAL 5-28-ORD (3970 : Non-Contractual Appropriations)

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\2024\NONCONTRACTUAL 5-28-ORD

Attachment: NONCONTRACTUAL 5-28-ORD (3970 : Non-Contractual Appropriations)