Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large

Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 24, 2021 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014

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

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

1. COUNCIL-MANAGER BRIEFING

A. 6:30 PM - Parks Department Summer Events Update

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

a. Richard Wissman Proclamation

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Special Meeting Minutes - May 6, 2021

b. Regular Meeting held May 10, 2021

10. OLD BUSINESS AND REPORTS

A. <u>COMMUNITY & PUBLIC RELATIONS COMMITTEE</u>

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

B. <u>DEVELOPMENT SERVICES COMMITTEE</u>

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

C. <u>PARKS, RECREATION AND ENVIRONMENT COMMITTEE</u>

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

D. <u>PUBLIC SAFETY COMMITTEE</u>

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

E. <u>PUBLIC WORKS COMMITTEE</u>

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

F. <u>PUBLIC UTILITIES COMMITTEE</u>

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

G. <u>FINANCE & BUDGET COMMITTEE</u>

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

11. NEW BUSINESS

Motion to read all New Business by title only.

A. <u>DEVELOPMENT SERVICES COMMITTEE</u>

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

1. Ordinance to authorize the Acting City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement, which will provide property tax incentives for Pacific Manufacturing Ohio, Inc., to include an expansion to its campus located at Seward and Port Union Roads, and declaring an emergency.

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

2. Ordinance to authorize the Acting City Manager to execute the CDBG-CV application and agreement with Butler County for the North Gilmore-Busway Sidewalk Project and declaring an emergency

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

B. <u>PARKS, RECREATION AND ENVIRONMENT COMMITTEE</u>

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

1. Ordinance to authorize the Acting City Manager to enter into a contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail Project and declaring an emergency.

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

C. PUBLIC WORKS COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to enter into an agreement with Duke Energy for LED Retrofit Improvements for Various Street Lights – Phase 2 and declaring an emergency.

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

2. Ordinance to amend Ordinance No. 109-20 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021."
   Contractual Appropriations: $150,000 for LED street lights

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

D. FINANCE & BUDGET COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to execute an agreement with CDW-G, LLC for a data backup system upgrade and declaring an emergency

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

2. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 37-21 and all amendments thereto and declaring an emergency.

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

3. Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and

types of certain Municipal Court Employees, to repeal Ordinance No. 26-20 and all amendments thereto and declaring an emergency.

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

4. Ordinance to establish a stipend to Donald G. Bennett for additional duties performed as Acting City Manager and declaring an emergency.

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

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

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

6. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”
   Contractual Appropriations: $400,000 for Harbin Park Loop Trail; $199,330 for Data Backup System Upgrade

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

7. Ordinance to amend Ordinance No. 109-20 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2021, and ending December 31, 2021.”
   Non-Contractual Appropriations: $11,000 for South Trace Patio Expansion; $47,000 for 2021 Parking Lot Maintenance Program; $14,750 for Clarifier Walkway B repairs; $10,070 for Storm Sewer Cleaning; $25,000 for Seward 1 Pump Station; $188,593 for right-of-way acquisition (multiple parcels from several different ownerships); $31,930 for North Trace and Aquatic Center Roof; $25,000 for Fairfield Aquatic Center Maintenance and Repairs.

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

12. MEETING SCHEDULE

A. Monday, June 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

B. Monday, June 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

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

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

MINUTES

Fairfield City Council
Special Meeting of Council
May 6, 2021

Call to Order
Mayor Steve Miller called the Special Meeting of May 6, 2021 to order at the Fairfield Municipal Building, 5350 Pleasant Avenue at 6:05 PM. Councilmembers present were Leslie Besl, Tim Abbott, Mark Scharringhausen, Chad Oberson and Bill Woeste. Councilmember Oberson, seconded by Councilmember Abbott, moved to excuse Councilmembers Paullus and Senger. Motion carried 5-0.

Council interviewed two search firms for the City Manager recruitment, Slavin and Management Partners.

Executive Session
Councilmember Abbott, seconded by Councilmember Besl, made a motion for Executive Session to consider the appointment, employment, dismissal, discipline, promotion or compensation of a public employee or official. Mayor Miller took a roll call vote. Motion carried 5-0. Council recessed to executive session at 7:17 PM. Council resumed open session at 7:34 PM.

Adjournment
Councilmember Abbott, seconded by Councilmember Woeste, moved to adjourn the meeting. Motion carried 5-0. The meeting adjourned at 7:34 PM.

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

Date approved: _____

Attachment: Special Meeting Minute - CityManagerSearch.050621 (1867 : Special Meeting Minutes - May 6, 2021)

City of Fairfield
Minutes
Regular Meeting of City Council
May 10, 2021

Council-Manager Briefing

Fire Department Staffing Update

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

Staff members present: Don Bennett, Scott Timmer, Alisha Wilson, Steve Wolterman, Jake Burton, TomWagner, Randy McCreadie, Steve Maynard, Ben Mann, Carol Mayhall, Brad Williams, Adam Sackenheim and Greg Kathman.

Acting City Manager/Chief Bennett, along with Deputy Chiefs Wagner and McCreadie, and Assistant City Manager Timmer, presented the Fire Department Staffing update and requested an increase of 3 full-time firefighter/paramedics, with additional staffing later in the year. Council agreed that this request was warranted and will vote on the first staffing increase request at the next meeting. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Senger led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

Councilmember Paullus, seconded by Councilmember Besl, moved to add an ordinance related to the City Manager recruitment. Motion carried 7-0.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Paullus, moved for Executive Session to consider the purchase of property for public purposes and to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official. Motion carried 7-0.

Special Presentations and Citizen Comments

None.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of April 26, 2021 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

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

Development Services Committee

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

Parks, Recreation and Environment Committee

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

Public Safety Committee

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

Public Works Committee

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

Public Utilities Committee

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

Finance & Budget Committee

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

NEW BUSINESS

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

Public Safety Committee

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Israel Innovation Fund LLC dba Consumer Wines Spirits, 33 Donald Drive, Fairfield, OH 45014 (Permit Class B5).

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 Israel Innovation Fund LLC dba Consumer Wines Spirits, 33 Donald Drive, Fairfield, OH 45014 (Permit Class B5).

SIMPLE MOTION NO. 10-21. APPROVED 7-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mark Scharringhausen, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Memorable Experiences dba Receptions, 5975 Boymel Drive, Fairfield, OH 45014 (Permit Class D5 & D6).

Recommendation:
It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Memorable Experiences dba Receptions, 5975 Boymel Drive, Fairfield, OH 45014 (Permit Class D5 & D6).

SIMPLE MOTION NO. 10-21. APPROVED 7-0.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mark Scharringhausen, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Public Works Committee

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

Ordinance to authorize the Acting City Manager to enter into a contract with Digital Visions LLC for the City Wide Card Access System Upgrade.

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $92,751 from the Capital Improvement Fund for the installation of a Genetec Card Access System. 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 Digital Visions LLC., Cincinnati, Ohio for this project.

ORDINANCE NO. 56-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

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

Ordinance to authorize the Acting City Manager to enter into a contract with Beau Townsend Ford for the Purchase of eight (8) Vehicles for various departments.

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $236,000 from the Capital Improvement Fund for the purchase of (6) vehicles and $85,150 from the Sewer Surplus Fund for the purchase of (2) vehicles . It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Beau Townsend Ford, Vandalia, Ohio, for the purchase of these vehicles.

ORDINANCE NO. 57-21. APPROVED 7-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Ordinance to authorize the Acting City Manager to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a 2022 International HV507 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 $130,795 from the Capital Improvement Fund for the

outfitting of a International HV507 with a Monroe 14' 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. 58-21. APPROVED 7-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Oberson presented the first reading of this ordinance.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Chad Oberson, Council Member at Large
SECONDER:	Bill Woeste, Council Member at Large
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Public Utilities Committee

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

Ordinance to authorize the City Manager to enter into a contract with Walton Holdings, LLC for purchase of approximately 0.849 acres of land and associated easements at 4125 Port Union Road.

Recommendation:
It is recommended that City Council authorize the City Manager to execute an agreement with Walton Holdings, LLC, and appropriate $90,000.00, for the purchase of property at 4125 Port Union Road; Lot 13244; Fairfield, Ohio.

ORDINANCE NO. 59-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Community & Public Relations Committee

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

Ordinance to Authorize the Acting City Manager to enter into an agreement with Management Partners, Inc. to conduct an Executive Search for candidates for the position of City Manager and declaring an emergency.

Recommendation:
Insert Recommendation

ORDINANCE NO. 60-21. APPROVED 7-0.

RESULT:	**ADOPTED [5 TO 2]**
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Scharringhausen, Woeste, Besl, Paullus, Senger
NAYS:	Oberson, Abbott

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

Councilmember Abbott commented that he will be voting "no" on the adoption of the ordinance because he feels strongly that there is an internal candidate that should be interviewed before a search is conducted. He stated that he valued everyone's opinion on the issue and wanted to make his known.

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

Finance & Budget Committee

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

Resolution Establishing the Transformative Economic Development Fund and declaring an emergency.

Recommendation:
It is necessary for City Council to pass a resolution in order to establish the Transformative Economic Development Fund (Fund 414).

RESOLUTION NO. 4-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this resolution.

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

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

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

ORDINANCE NO. 61-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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

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

ORDINANCE NO. 62-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

A. Monday, May 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

B. Monday, June 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, June 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:15 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 7:40 PM.

ATTEST:

_____

Clerk of Council

_____

Mayor's Approval

Date Approved_____

Fire Department Staffing

MONDAY, MAY 10, 2021

Personnel Needs

- EMS
  - Minimum: (1) EMT and (2) Paramedics
  - On EMS calls such as cardiac arrests, auto accidents or obese patients, a fire truck is dispatched bringing (3) additional personnel

Station 31

Station 32

Station 33

Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Personnel Needs

- Fire
  - Single Engine
    - Example: smoke detector activation, car fire, dumpster fire
    - (3) personnel on fire truck, (1) shift supervisor (District 33)
  - Structure Fire
    - All available personnel/apparatus respond – (17) personnel, plus administrative officers if M-F, 8-5

Station 31

Station 32

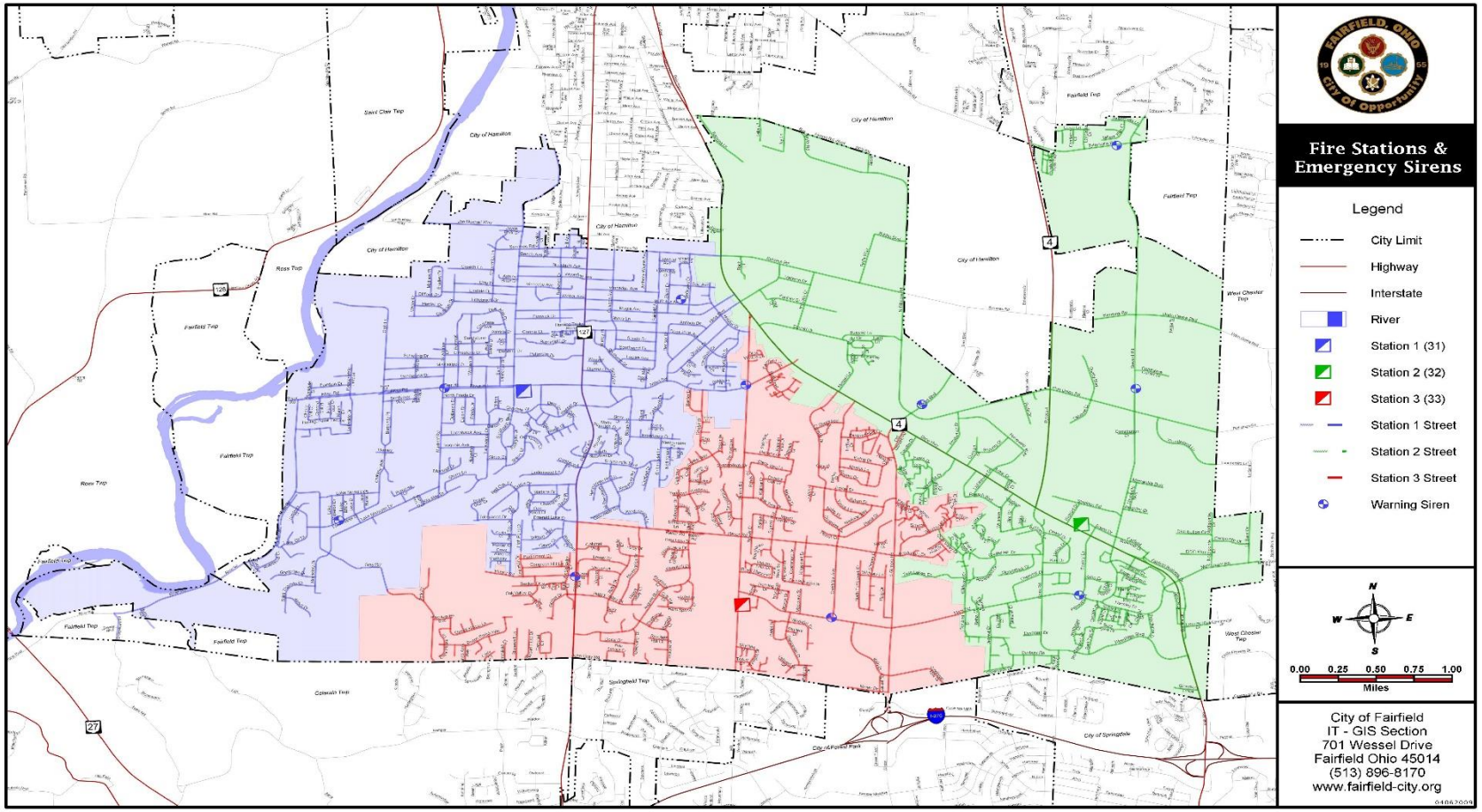
Station 33

Fire Responses (2019-2021)

Apparatus	2019	2020	2021 (4/30)
Engine 33	201	299	111
Quint 31	435	328	84
Quint 32	545	442	95
All (Fire + EMS)	**6599**	**6253**	**2285**

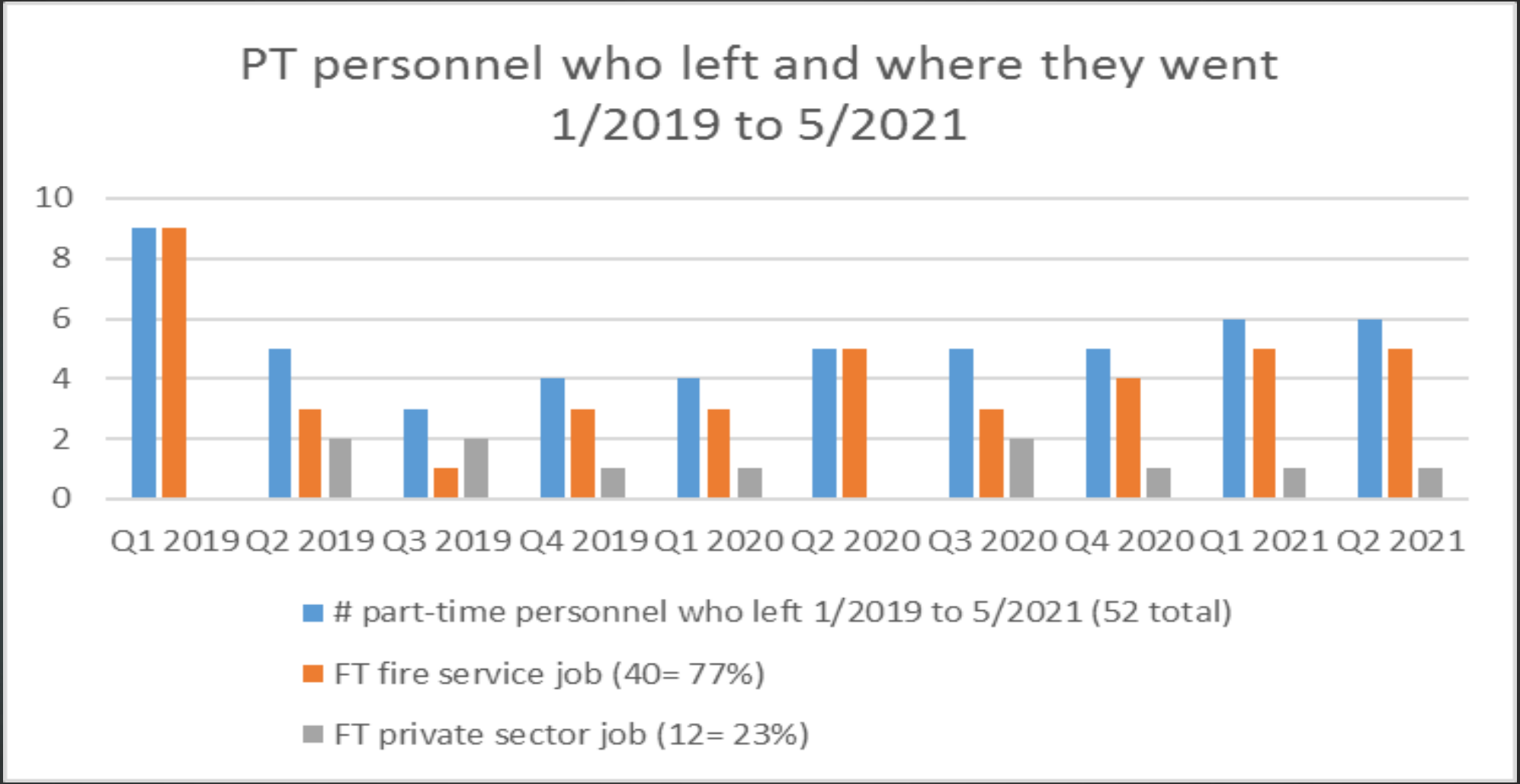
- Engine 33 (Fire Response)
  - 2019 and 2020 (Jan through Aug) are lower due to not being staffed at all times (Quint 31 and 32 covered runs in that district)
  - 2021 is higher due to being 100% in-service
- 2020 – Call volume low due to COVID-19
- 2021 – On pace for 6855 total calls

Fire Station Coverage Map



Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Part-Time FF/EMT Retention

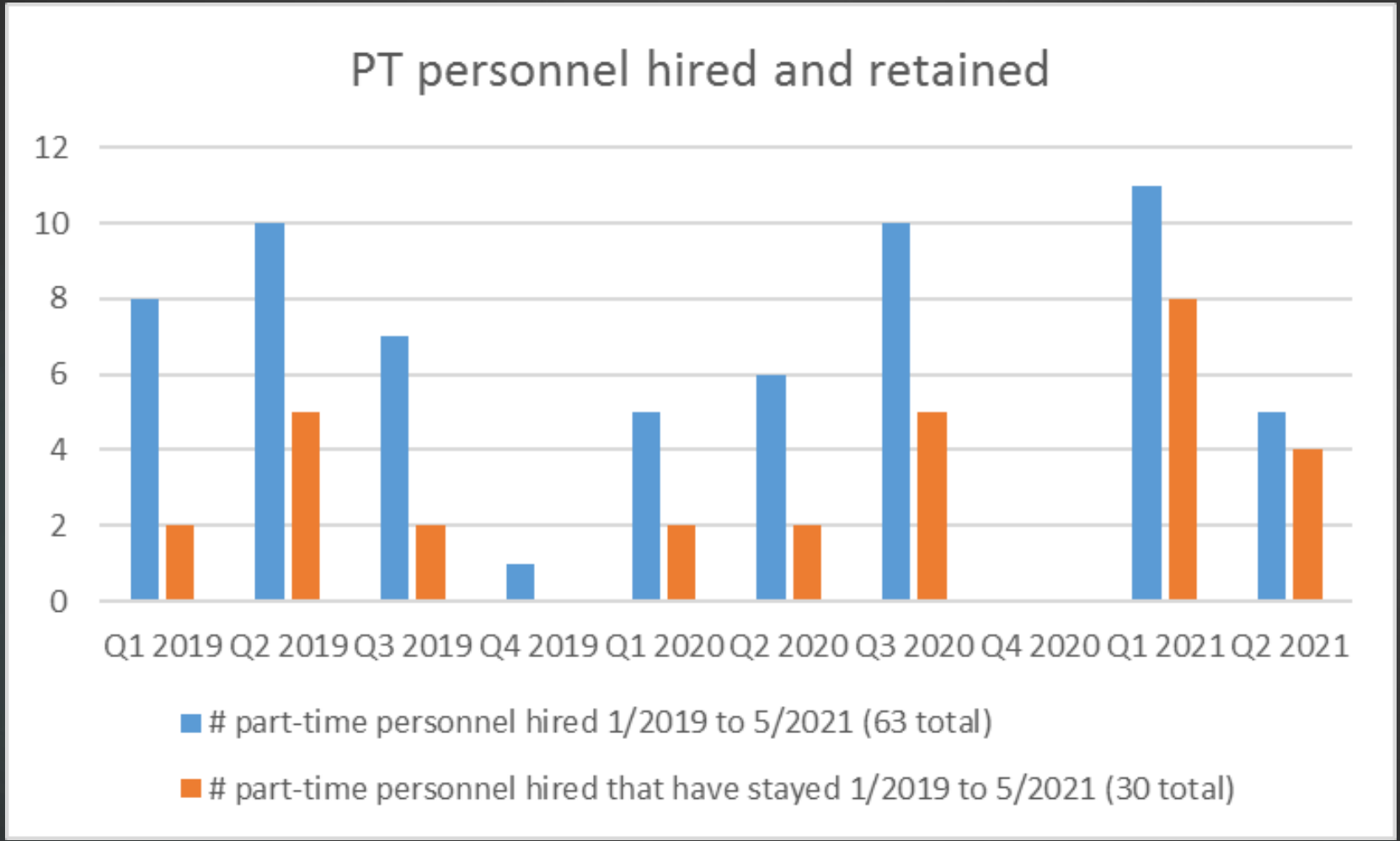


Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Part-time FF/EMT Hiring

- Currently, we have 7 vacancies that need to be filled
  - Only have 10 applications on file
  - Past history has shown us that only 1 out of every 3 applicants passes the Physical Ability Test and/or the oral interview
  - Do we settle and hire someone who we know will not make it anyway?
- Since January 1, 2019 the department has had to hire 63 PT FF/EMTs
  - Average fire service experience was 5.8 months
  - Average age in years was 20.7
  - Only 30 still work here as of today (52% have left for other opportunities)

Part-time FF/EMT retention



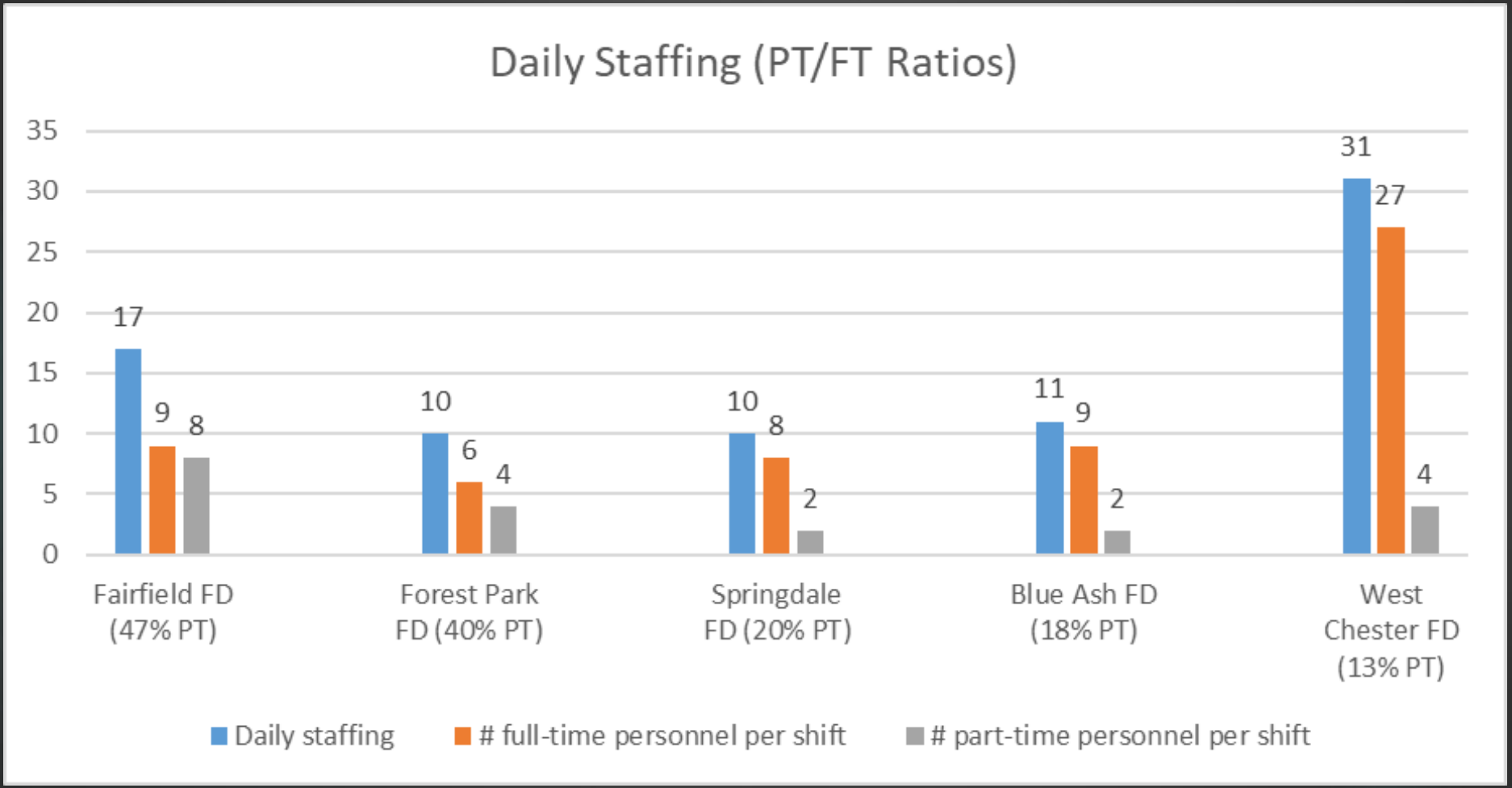
Part-Time FF/EMT Average Years of Service

- Part-Time personnel currently make up 47.1% of daily staffing (8 of 17 when fully staffed)
- Average years of service has decreased since 9/2015
  - In 9/2015, the average experience of all Part-Time personnel was 48.5 months
  - In 9/2020, the average experience of all Part-Time personnel was 32.2 months
    - 31% of the 48 total Part-Time FF/EMTs had less than 1 year experience
  - In 5/2021, the average experience of all Part-Time personnel is 29.8 months

    (NOTE: This includes adding 7 replacement people with no experience as indicated on applications)

    - **48% of the 48 total Part-Time FF/EMTs have less than 1 year experience**

Daily staffing numbers- we lag behind in converting PT positions to FT positions



Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Daily Shift Schedule - Unfilled OT

All assignments shown (12) | Search... | TimelineView (NEW!)

today | « | » | month | week | day | Next UNIT 2 day

Sunday, May 23, 2021

UNIT 2 — SUNDAY 5/23

STATION 31

QUINT 31 — 3/4
STATION 31
7 - 7 (24 hrs)
- Jason W Taulbee LT FF/MEDIC
- Erin Toney FF/MEDIC
- Reagan Reeve FF/EMT < 1 90
- Open slot

MEDIC 31 — 0/2
STATION 31
7 - 7 (24 hrs)
- Open slot
- Open slot

ALS 31 — 1/1
STATION 31
7 - 7 (24 hrs)
- Robert Lance FF/MEDIC

STATION 32

QUINT 32 — 2/3
STATION 32
7 - 7 (24 hrs)
- Neal Ressler LT FF/MEDIC
- Jake Jackson FF/EMT
- Open slot

MEDIC 32 — 1/2
STATION 32
7 - 7 (24 hrs)
- Scott Goller FF/MEDIC
- Open slot

ALS 32 — 0/1
STATION 32
7 - 7 (24 hrs)
- Open slot

STATION 33

ENGINE 33 — 3/4
STATION 33
7 - 7 (24 hrs)
- Gabe Owens SS FF/MEDIC
- Joe Guggenbiller FF/MEDIC
- Hunter Chaney FF/EMT < 1 90
- Open slot

MEDIC 33 — 2/2
STATION 33
7 - 7 (24 hrs)
- Mike Susanek FF/MEDIC
- Stephen Smith FF/EMT

DISTRICT 33

DISTRICT 33 — 1/1
STATION 33
7 - 7 (24 hrs)
- James Howell CPT FF/EMT

6 + 6 + 5 + 1

Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Daily Shift Schedule – Filled with OT

All assignments shown (12) | Search... | TimelineView (NEW!)

today | « | » | month | week | day | Next UNIT 2 day

Monday, May 17, 2021

UNIT 2 | MONDAY 5/17

STATION 31

QUINT 31 4/3
STATION 31
7 - 7 (24 hrs)
- Jason W Taulbee LT FF/MEDIC
- Justin Mangus FF/EMT < 1 90
- Reagan Reeve FF/EMT < 1 90
- Shawn E May CB 07 - 19 (12 hrs)
- Scott M Colvin 19 - 07 (12 hrs)

MEDIC 31 2/2
STATION 31
7 - 7 (24 hrs)
- Kyle Temple SS FF/MEDIC
- Jake Jackson FF/EMT

ALS 31 1/1
STATION 31
7 - 7 (24 hrs)
- Robert Lance FF/MEDIC

STATION 32

QUINT 32 3/3
STATION 32
7 - 7 (24 hrs)
- Neal Ressler LT FF/MEDIC
- Jacob Marshall 07 - 19 (12 hrs)
- Kyle M Schauer 07 - 19 (12 hrs)
- Kyle M Schauer CB 19 - 07 (12 hrs)
- Jamie Viers CB 19 - 07 (12 hrs)

MEDIC 32 2/2
STATION 32
7 - 7 (24 hrs)
- Scott Goller FF/MEDIC
- Juan Otero FF/EMT

ALS 32 1/1
STATION 32
7 - 7 (24 hrs)
- Joe Guggenbiller FF/MEDIC

STATION 33

ENGINE 33 3/3
STATION 33
7 - 7 (24 hrs)
- Hunter Chaney FF/EMT < 1 90
- James Howell 07 - 19 (12 hrs)
- Daniel Korte 07 - 19 (12 hrs)
- Chad Cooper 19 - 07 (12 hrs)
- Brent D Gerrety CB 19 - 07 (12 hrs)

MEDIC 33 2/2
STATION 33
7 - 7 (24 hrs)
- Mike Susanek FF/MEDIC
- Stephen Smith FF/EMT

DISTRICT 33

DISTRICT 33 1/1
STATION 33
7 - 7 (24 hrs)
- Randall McCreadie DC FF/MEDIC 07 - 19 (12 hrs)
- James Howell CPT FF/EMT 19 - 07 (12 hrs)

Effects of OT on Personnel

- Personnel have between 24 – 100 hours of OT per pay
- Result
  - Fatigue – Mental and Physical
  - Family – Missing Spouse/Children Issues
- Upcoming Summer Months
  - First Pay Period in June (May 31-June 13): 108 12 Hour Shifts need filled
  - Potential for:
    - Call Offs
    - Lateral Transfers

Level of Service

1978	1983	1992	2021
Station #1	**Station #1**	**Station #1**	**Station #1**
1 - Engine 1 – Squad (EMT)	1- Engine 1 – Squad (EMT)	1 - Engine 1 – Squad (EMT) 1 – Paramedic Unit (ISPI)	1 - Quint 1 – Squad (Medic) 1 – ALS Unit
Station #2	**Station #2**	**Station #2**	**Station #2**
1 – Engine 1 – Aerial Tower 1 – Squad (EMT)	1 – Engine 1 – Aerial Tower 1 – Squad (EMT)	1 – Engine 1 – Squad (EMT) 1 – Paramedic Unit (ISPI)	1 – Quint 1 – Squad (Medic) 1 – ALS Unit
Station #3	**Station #3**	**Station #3**	**Station #3**
1 – Engine 1 – Heavy Rescue 1 – Squad (EMT)	1 – Engine 1 – Heavy Rescue 1 – Squad (EMT) 1 – Paramedic Unit (ISPI)	1 – Quint 1 – Heavy Rescue 1 – Squad (EMT)	1 – Engine 1 – Heavy Rescue 1 – Squad (Medic)

ISPI = Contracted Paramedic Services

Staffing Level Study

- Kramer Report (1999)
  - Staffing issues within the Fire Department have been discussed since the issuance of the Kramer Report in 1999
  - The recommendation of the Kramer Report was to staff to 19 personnel made up of 15 fire department employees and 4 contract employees
  - Run volume in 1999 was approximately 3,000 Fire and EMS calls

Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Current Staffing Level

- Fire Staffing Update September 2020
  - Fire Department was approved to use overtime to increase staffing from 14 to 17 allowing Engine 33 to be in service daily
  - Prior to the increase Engine 33 was out of service 83% of the time

- 2021 Use of Overtime
  - Approximately 10,278 hours since January 1, 2021
  - Fire Department is on pace to spend over $1,300,000.00 in overtime in 2021
  - Due to the demand placed on Full-Time personnel to work continued overtime, several are exploring employment elsewhere

Proposed Changes

Jun
+ 3 Current List;
City Funded &
Promote 3 Additional
Lieutenants

Sep/Oct
SAFER Award
Yes or No
(90-120 Days Away)

Overtime

Additional 3;
Continued Overtime

Additional 9 or 6;
Regular Overtime Levels

2021

Conduct New
Civil Service Test
(90-120 Day Process)

2022
+ 9 w/SAFER Funding
(3 Years)
+ 6 w/o SAFER Funding

Tonight's Decision Point:
Desired Level of Service

Proposed Summary

- Summary of Proposed Recommendations: Level of Service = 18
  - Immediate:
    - Lieutenant – Promotion of 3 Additional Lieutenants (No Additional Staff)
    - Firefighter/Paramedic – 3 Additional
    - Civil Service Test to establish new list
  - September/October
    - Receive SAFER determination
      - Approved: 9 Additional (Federally Funded for 3 Years)
      - Rejected: 6 Additional (City Funded)
  - Ongoing
    - Continued analysis to determine proper staffing mix of Full-Time and Part-Time personnel

Proposed Unit Day

Captain D-33	
Lieutenant Q-31	
Lieutenant Q-32	
Lieutenant E-33	
Firefighter / Paramedic (FAO Q-31)	
Firefighter / Paramedic (FAO Q-32)	
Firefighter / Paramedic (FAO E-33)	
Firefighter / Paramedic (ALS-31)	
Firefighter / Paramedic (ALS-32)	
Firefighter / Paramedic (M-31)	
Firefighter / Paramedic (M-32)	
Firefighter / Paramedic (M-33)	
Firefighter / Paramedic (M-32)	
Firefighter / Paramedic (M-33)	
24 A	**24 B**
PT FF (M-31)	PT FF (M-31)
PT FF/EMT (FT Relief)	PT FF/EMT (FT Relief)
PT FF/EMT (FT Relief)	PT FF/EMT (FT Relief)
PT FF/EMT (FT Relief)	PT FF/EMT (FT Relief)
PT FF/EMT (FT Relief)	PT FF/EMT (FT Relief)
PT FF/EMT (FT Relief)	PT FF/EMT (FT Relief)

New Full-Time Position

Minutes Acceptance: Minutes of May 10, 2021 7:00 PM (Approval of Minutes)

Financial Impact

EoY FUND BALANCE	**EoY 2020:**	**$ 4,707,306**	**$ 4,707,306**	**$ 4,707,306**
	2021	$ 3,116,800	$ 3,116,800	$ 3,116,800
	2022	$ 1,110,516	$ 2,338,949	$ 1,335,635
	2023	$ (1,334,586)	$ 1,135,192	$ (873,092)
	2024	$ (4,242,714)	$ (518,884)	$ (3,533,025)
	2025	$ (7,639,305)	$ (4,221,331)	$ (6,669,013)
	2026	$ (11,551,087)	$ (8,454,263)	$ (10,307,161)

City Council Ordinance
Regular Meeting - May 24, 2021

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

Subject:
CRA Tax Abatement for Pacific Manufacturing

Legislation Title:
Ordinance to authorize the Acting City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement, which will provide property tax incentives for Pacific Manufacturing Ohio, Inc., to include an expansion to its campus located at Seward and Port Union Roads, 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:
Pacific Manufacturing Ohio, Inc., a private company located at 8955 Seward Road, manufactures automotive parts, including a variety of metal and plastic components as a Tier 1 supplier to Toyota, Subaru, and Honda. The company has seen steady growth and has proposed construction of a 64,616 square foot addition to the existing building at 8955 Seward Road and a new 57,750 square foot building at 3820 Port Union Road.

Should this project proceed, the total project investment for the expansion is estimated at $20.4 million. Pacific Manufacturing will retain 797 full-time existing jobs and will create at least 30 new full-time jobs within two years of completion of the building construction, for a total of 807 full-time employees. Anticipated total future payroll is expected to equal or exceed approximately $38 million.

Approval of the ordinance would authorize the Acting City Manager to enter into two agreements. The first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide an 8-year, 75% property tax incentive on the assessed value of the expansion. The second agreement is a four-party Compensation Agreement. Pacific Manufacturing has agreed to compensate the Fairfield City School District in an amount of $38,210 per year and Butler Tech in an amount of $588 per year for the 8-year term of the agreement. The Board of Education of the Fairfield City School District will consider the agreement at its meeting on May 20, 2021.

Financial Impact:
Pacific Manufacturing is planning to construct approximately 122,000 additional square foot to its manufacturing 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 - Pacific Merged
2. School Comp Agreement - Pacific
3. Pacific Manufacturing-Community Reinvestment Agr-Ord

COMMUNITY REINVESTMENT AREA AGREEMENT

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") and Pacific Manufacturing Ohio, Inc., an Ohio corporation, (hereinafter referred to as "Pacific") with its main office located at 8955 Seward Road, Fairfield, Ohio 45015.

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 Pacific is desirous of expanding its current facility at 8955 Seward Road and building an additional facility at 3820 Port Union Road in Fairfield, Ohio. This expansion to the current facility and new construction (hereinafter referred to as the "PROJECT") will consist of a 64,616 square foot addition to the existing building at 8955 Seward Road and a new 57,750 square foot building at 3820 Port Union Road, both within the boundaries of the City of Fairfield Community Reinvestment Area to begin construction in the Spring of 2021, 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 Pacific 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, Pacific has submitted a proposed agreement application (herein attached as Exhibit A) to Fairfield, said application is hereinafter referred to as "APPLICATION"; and

WHEREAS, Pacific has remitted the required state application fee of $750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

WHEREAS, the Development Services Director of Fairfield as Housing Officer has investigated the application of Pacific and has recommended the same to the City Council of Fairfield on the basis that Pacific is qualified by financial responsibility and business 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 Pacific 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. Pacific shall construct a 64,616 square foot addition to the existing building at 8955 Seward Road and a new 57,750 square foot building at 3820 Port Union Road to house Pacific;

   Said facilities shall be constructed on parts of Parcels A0700151000057 and A0700151000014 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 the attached Exhibit "B");

   The PROJECT will involve an estimated total building investment of Twenty Million Dollars ($20,000,000.00).

   The PROJECT will begin on or before June 1, 2021 and all construction and installation shall be completed by December 31, 2022;

2. Pacific estimates that it will retain 797 existing full time equivalent employees and create the equivalent of 30 new full time equivalent employees within a time period not twenty-four (24) months after completion of the construction of the PROJECT, and will maintain these employees for the remainder of the term of this AGREEMENT.

3. Pacific 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 Pacific 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:

Years of Tax Exemption	Tax Exemption Amount (Percentage)
8 years	75%

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, 2031 (for tax year 2030).

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

5. Fairfield specifically agrees to waive the fee specified in Ohio Revised Code Section 3735.671 (D).

6. Pacific, 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 detailing annual cash payments for each year it receives the above mentioned exemption.

7. Pacific 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 Pacific fail 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.

8. 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.

9. 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 Pacific materially fails to fulfill its obligations under this agreement and Fairfield terminated or modifies the exemptions from taxation pursuant to this agreement.

10. If Pacific 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.

11. Pacific 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, Pacific 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 Pacific. 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.

12. Pacific 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.

13. 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, Pacific 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.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Pacific, 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.

15. This agreement is not transferable or assignable without the express written approval of Fairfield.

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. _____ has caused this instrument to be executed this _____ day of _____, 2021 and Pacific by Takashi Ohashi, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2021.

Witness:

CITY OF FAIRFIELD, OHIO

_____

By_____
Donald G. Bennett, Acting City Manager

PACIFIC MANUFACTURING OHIO, Inc.

_____

By_____
Takashi Ohashi, Treasurer

Approved as to form:

_____
John H. Clemmons
Fairfield City Law Director

Approved as to content:

_____
Greg Kathman
Fairfield Development Services Director

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

OHIO DEVELOPMENT SERVICES AGENCY

Mike DeWine
Governor

OHIO DEVELOPMENT SERVICES AGENCY
OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

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

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

Enterprise 1

Pacific Manufacturing Ohio, Inc.
enterprise name

Kim Hall
contact person

513-642-0055
telephone number

8955 Seward Road
Fairfield, Ohio 45011
address

Ohio
State that company was incorporated in

Enterprise 2

_____
enterprise name

_____
contact person

_____
telephone number

_____
address

_____
State that company was incorporated in

1b. Project site:
Enterprise 1

Kim Hall
contact person

513-454-1208
telephone number

8955 Seward Road
address

Fairfield, Ohio 45011

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

Enterprise 2

Kim Hall
contact person

513-454-1208
telephone number

8955 Seward Road
address

Fairfield , Ohio 45011

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

Manufacturing (Automotive Parts – Tier 1 Toyota, Subaru, Honda)

2b. List primary 6 digit NAICS # 336300
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).

Corporation

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

Pacific Manufacturing Ohio, Inc - Officers List attached

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

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

30 – Full Time w/ Benefits

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

Yes_____ No X

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

_____

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

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

984 Full time w/ Benefits required.
Actual Employees:
797 - Full Time w/ Benefits + 187 - Temporary (Full Time 40+ hours per week)

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

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

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

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

7. Does the Enterprise owe:

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

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

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

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

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

- Building Expansion – 8955 Seward Road
- Purchase of Property 5.9199 acres w/ Construction of new building – 3820 Port Union Road

Refer to attached Sheet - Details to both Properties (8955 Seward & 3820 Port Union)

9. Project will begin April , 2021 and be completed July , 2022 provided a tax exemption is provided.

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

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):

- 30 Full time Employees w/ Benefits

10b. State the time frame of this projected hiring: 1 - year

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Sept. 2022 (6 – employees) April. 2023 (24 – employees)

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).

$ 958,880.00	Full Time (permanent)
$	Part Time (temporary)
$	Permanent
$	Temporary

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:
$ 37,044,638.66 (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.
- PMO1 - 8955 Seward Road $10,838,690
- Lot 24 - 3820 Port Union Road $ 67,290

13a. Business's total current investment in the facility as of the proposal's submission.
$ 131,341,002.23

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):
$ 12,000,000 (8955 Seward Road Building Only 2020)

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

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:	$ Land: $ 384,794 (thousand)
B.	Additions/New Construction:	$ 20 - million
C.	Improvements to existing buildings:	$
D.	Machinery & Equipment:	$Add'l $20 million (not reflected in total below)
E.	Furniture & Fixtures:	$
F.	Inventory:	$
	Total New Project Investment:	$ 20,384,794 million

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

Pacific Manufacturing Ohio, Inc.

- manufacturing company who train and develop local citizens manufacturing skill labor trade
- 20 years of continuous growth providing additional tax revenue to the State and Local Schools and Community
- Contributes to the state and local unemployment
- Employees contribute to revenue of spending money local business, restaurants, entertainment, grocery stores, hotels, shopping, relocation

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

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.

Pacific Manufacturing Ohio, Inc.
Name of Enterprise

Date 4-13-2021

Signature

Takashi Ohhashi, Treasurer
Typed Name and Title

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

** Attach to final CRA Agreement as Exhibit A

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

PACIFIC MANUFACTURING OHIO, INC.

ACTION BY UNANIMOUS
WRITTEN CONSENT OF DIRECTORS

The undersigned, being all of the Directors of Pacific Manufacturing Ohio, Inc. ("Corporation"), executing this Consent pursuant to Section 1701.54, Ohio Revised Code, in lieu of holding an annual meeting of Directors, hereby take, authorize, ratify, approve and consent to the adoption of the following resolutions:

RESOLVED, That the following persons are hereby elected to serve in the offices designated below, each to serve until the earliest to occur of such officer's resignation, removal or death or the election and qualification of such officer's successor, if any:

Terumi Noda	-	Chairman
Hisaichi Seko	-	President
Keisuke Oi	-	Vice President
Yoshimasa Watanabe	-	Vice President
Takashi Ohashi	-	Treasurer
Toshio Nakao	-	Secretary

RESOLVED FURTHER, That the annual financial statements of the Corporation for the year ended March 31, 2020 are received and approved; and

RESOLVED FURTHER, That the Corporation hereby ratifies and confirms all actions taken in its behalf by the officers of the Corporation since the last election of officers.

Terumi Noda

Hisaichi Seko

Katsuya Suzuki

Masumi Akiyama

Takayuki Shirata

Effective as of June 15, 2020

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

PACIFIC MANUFACTURING OHIO, INC.

WRITTEN CONSENT OF THE SOLE SHAREHOLDER

The undersigned, being the sole shareholder ("Shareholder") of Pacific Manufacturing Ohio, Inc. ("Corporation"), executing this Consent pursuant to Section 1701.54, Ohio Revised Code, in lieu of holding an annual meeting of Shareholders as required by Section 1701.39 of the Ohio Revised Code, hereby takes, authorizes, approves and consents to the adoption of the following resolutions:

RESOLVED, That the number of Directors is hereby set at five (5);

RESOLVED FURTHER, That Terumi Noda, Hisaichi Seko, Katsuya Suzuki, Masumi Akiyama, and Takayuki Shirata are elected to serve as the Directors of this Corporation until the earliest to occur of their resignation, removal, death or their respective successors, if any, are duly elected and qualified;

RESOLVED FURTHER, That the annual financial statements of the Corporation for the year ended March 31, 2020, are received and approved; and

RESOLVED FURTHER, That the Shareholder hereby ratifies and confirms all actions taken in its behalf by the Corporation's Board of Directors since the last election of Directors.

PACIFIC INDUSTRIES U.S.A. INC.

By: _____

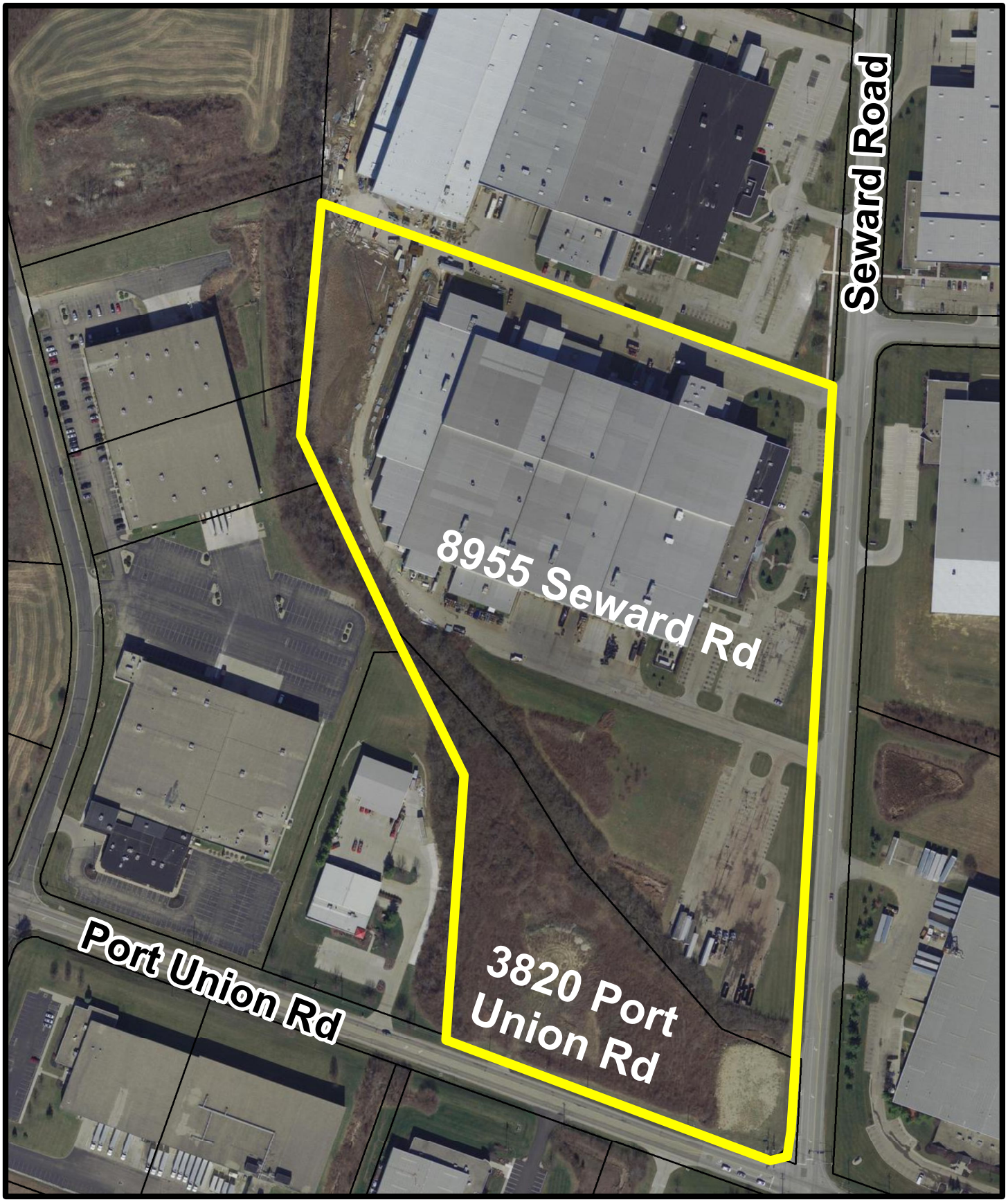
Title: President

Effective as of June 15, 2020

Attachment: CRA Agreement - Pacific Merged (1856 : CRA Tax Abatement for Pacific Manufacturing)

EXHIBIT B

8955 Seward Rd and 3820 Port Union Rd



COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

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 "Schools"), 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"), and Pacific Manufacturing Ohio, Inc., (hereinafter referred to as "Pacific") with its main office located at 3795 Seward Road, Fairfield, Ohio 45015, specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Pacific 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 Schools 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 Schools approved the exemption pursuant to Resolution No. _____ adopted on May 20, 2021;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on May 24, 2021, to grant a tax exemption to Pacific and enter into a formal Community Reinvestment Area Agreement; and

Whereas, City, Schools, Butler Tech, and Pacific 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, Schools, Butler Tech and Pacific agree as follows:

Section 1. Schools Compensation. Pacific shall make an annual cash payment in the amount of Thirty-Eight Thousand Two Hundred Ten Dollars ($38,210), or a lesser amount as mutually agreed upon by the Schools and Pacific, to Schools by January 31 of each calendar year subsequent to an exemption year in which the business received a real property tax benefit.

Section 2. Butler Tech Compensation. Pacific shall make an annual cash payment in the amount of Five Hundred Eighty-Eight Dollars ($588) to Butler Tech by January 31 of each

Attachment: School Comp Agreement - Pacific (1856 : CRA Tax Abatement for Pacific Manufacturing)

calendar year subsequent to an exemption year in which the business received a real property tax benefit.

Section 3. Waiver of Notice Provision. Schools 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
Schools:	Treasurer 4641 Bach Lane, Fairfield, Ohio 45014
Butler Tech:	Chief Financial Officer 3603 Hamilton Middletown Road, Hamilton, Ohio 45011
Pacific:	Treasurer 8955 Seward Road, Fairfield, Ohio 45015

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.

Attachment: School Comp Agreement - Pacific (1856 : CRA Tax Abatement for Pacific Manufacturing)

In witness thereof, the City of Fairfield by Donald G. Bennett, its Acting City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2021, the Fairfield City School District Board of Education by Nancy Lane, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2021, 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 _____, 2021, and Pacific Manufacturing Ohio Inc. by Takashi Ohashi, its Treasurer, has caused this instrument to be executed this _____ day of_____, 2021.

Witness:

_____

_____

_____

_____

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By_____
Nancy Lane, Treasurer

PACIFIC MANUFACTURING OHIO INC.

By_____
Takashi Ohashi, Treasurer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT BOARD OF
EDUCATION

By_____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By_____
Donald G. Bennett, Acting City Manager

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 ACTING CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES FOR PACIFIC MANUFACTURING OHIO, INC. TO INCLUDE AN EXPANSION TO ITS CAMPUS LOCATED AT SEWARD AND PORT UNION ROADS AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area Compensation Agreement which will provide property tax incentives for Pacific Manufacturing Ohio, Inc., to include an expansion to its campus located at Seward and Port Union Roads 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 project be authorized to proceed and create additional employment as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

Attachment: Pacific Manufacturing-Community Reinvestment Agr-Ord (1856 : CRA Tax Abatement for Pacific Manufacturing)

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

_____

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Pacific Manufacturing-Community Reinvestment Agr–Ord

Attachment: Pacific Manufacturing-Community Reinvestment Agr-Ord (1856 : CRA Tax Abatement for Pacific Manufacturing)

City Council Ordinance
Regular Meeting - May 24, 2021

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

Subject:
North Gilmore-Busway Sidewalk Project

Legislation Title:
Ordinance to authorize the Acting City Manager to execute the CDBG-CV application and agreement with Butler County for the North Gilmore-Busway Sidewalk Project and declaring an emergency

Recommendation:
It is recommended that City Council authorize the Acting City Manager to execute the CDBG-CV application which is due to Butler County by June 2, 2021.

Background/Synopsis:
Butler County is accepting applications for a one-time allocation of Community Development Block Grant Coronavirus -19 (CDBG-CV) grants. The purpose of the CDBG-CV grant is to address community needs as a result of the Covid-19 virus. Projects must serve a Low to Moderate Income community and must prepare, prevent, or respond to the Covid-19 pandemic.

A sidewalk is proposed along North Gilmore Road from the Fairfield Freshman School to Busway Lane. The sidewalk will continue on Busway Lane and end at its western terminus.
The proposed sidewalk will provide an alternative mode of transportation for the students who live in Fairfield Acres Mobile Home Park, located at Michael and Busway Lanes, to access the freshman and high school campus.

Currently 42 freshman and high school students live in Fairfield Acres and 29 qualify for bus service. The design of a school bus has the potential to create an atmosphere for the spread of Covid-19; closed quarters with students sitting close to each other. The construction of the sidewalk assists in preventing the spread of Covid -19 by offering students the option to avoid riding the bus and to walk to school in a safe, healthy and open environment.

Financial Impact:
The total project cost is estimated to be $262,000. The requested grant allocation is for $180,000. The CDBG Cooperation agreement between the City of Fairfield and Butler County entitles Fairfield to no less than 10% of the CDBG funds the County receives in that program year. It is anticipated this allocation applies to this special CDBG-CV allocation.

The City will request the remaining amount as part of the FY 2022 CDBG application, which becomes available in the fall of this year.

Emergency Provision Explanation:
The application is due to Butler County by June 2, 2021.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Busway Sidewalk_CDBG

Alternate Layout
Donald Dr.
Rapid Rectangular
Flashing Beacon
Busway Ln.
Rapid Rectangular
Flashing Beacon
Michael Ln.
North Gilmore Rd.
Busway Sidewalk
Scale 1:200
N

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Tiphanie Howard,
Submitting Department: Parks

Subject:
Contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail

Legislation Title:
Ordinance to authorize the Acting City Manager to enter into a contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail Project and declaring an emergency.

Recommendation:
It is recommended that City Council authorize the City Manager to enter a contract with Mt. Pleasant Blacktopping Company (Fairfield, OH) and appropriate project funding in the amount of $400,000.00 for the Harbin Park Loop Trail Project. Rules suspension is being requested in order to expedite the project in order to meet the June 2022 deadline for the State Capital funding agreement.

Background/Synopsis:
Master planning done by Fairfield Parks and Recreation staff, with Brandstetter Carroll, Inc. assistance, led to the development of the current multi-phase plan. The first phase includes the items identified below and are currently programmed in the 2021-2025 Capital Improvements Program under item 1PR11. This phase of the project will connect the current trail in a continuous loop around the park to create a 1 mile loop that connects with neighboring subdivisions. The loop trail will provide our residents with valuable connection to the park, the opportunity to improve physical health and will improve the park's community value.

The project was prepared for formal competitive bidding, with four (4) bids received, which are summarized on the attached sheet. Staff recommends that the bid be awarded to Mt. Pleasant Blacktopping Company, which was the lowest and best bidder. A contractual appropriation, including contingency, is requested for Mt. Pleasant Blacktopping Company in the amount of $400,000.00.

The Parks and Recreation Board reviewed this project at their meeting of May 18, 2021, and passed Resolution 2021-08 in support of this project and is included as reference.

Financial Impact:
A contractual appropriation is requested for Mt. Pleasant Blacktopping Company in the amount of $400,000.00, including contingency. Primary funding for this project is included in the approved 2020-2024 Capital Improvement Program (CIP) under project number 1PR11.
Transfers totaling $813,000 from the General Fund to the Park Development Fund have been included in the 2021-2025 CIP to fund Harbin Park Loop Trail 1PR11 ($250,000) and Harbin Park

Phase I Renovations 1PR10 ($563,000). A separate ordinance approving these transfers will be necessary to expend these funds and complete the projects.

Emergency Provision Explanation:
Rules suspension is being requested in order to expedite the project in order to meet the June 2022 deadline for the State Capital funding agreement.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Harbin-Park-Project-Phase-1-Bid Results
2. PBResolution2021_08
3. Mt Pleasant Blacktopping-Ord

City of Fairfield
Bid Tabulation for
Harbin Park Project - Phase 1
Bid Opening: August 5, 2019
Engineer's Estimate: $342,442.00

					Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777		J.K. Meurer Corp. 33 Glendale-Milford Road Loveland, OH 45140 513-831-7500		Sunesis Construction Co. 2610 Crescentville Road West Chester, OH 45069 513-326-6000		Barrett Paving Materials 3751 Commerce Drive Franklin, OH 45005 513-722-4662	
Item Number	ODOT Number	Description	Est. Qnty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	202	Saw-Cut	55	LF	$ 2.50	$ 137.50	$ 10.00	$ 550.00	$ 5.00	$ 275.00	$ 5.00	$ 2
2	202	Remove Asphalt Pavement	61	SY	$ 5.00	$ 305.00	$ 10.00	$ 610.00	$ 11.40	$ 695.40	$ 10.00	$ 6
3	202	Remove 24" Storm	4	LF	$ 35.00	$ 140.00	$ 100.00	$ 400.00	$ 57.00	$ 228.00	$ 25.00	$ 1
4	202	Grubbing Tree Line	1	Lump	$ 10,500.00	$ 10,500.00	$ 15,000.00	$ 15,000.00	$ 36,287.20	$ 36,287.20	$ 20,000.00	$ 20,0
5	703	Temporary Rock Silt Checks Placement and Removal of 4"-8" Aggregate	52	CY	$ 35.00	$ 1,820.00	$ 80.00	$ 4,160.00	$ 178.15	$ 9,263.80	$ 150.00	$ 7,8
6	304	Aggregate Base	1,178	CY	$ 75.00	$ 88,350.00	$ 64.00	$ 75,392.00	$ 71.30	$ 83,991.40	$ 65.00	$ 76,5
7	448	Asphalt Base Course	491	CY	$ 225.00	$ 110,475.00	$ 190.00	$ 93,290.00	$ 154.30	$ 75,761.30	$ 153.00	$ 75,1
8	407	Tack Coat	60,850	SF	$ 0.05	$ 3,042.50	$ 0.09	$ 5,476.50	$ 0.01	$ 608.50	$ 0.01	$ 6
9	448	Ashpalt Surface Course	296	CY	$ 275.00	$ 81,400.00	$ 250.00	$ 74,000.00	$ 191.65	$ 56,728.40	$ 190.00	$ 56,2
10	608	Concrete Sidewalk	21	SY	$ 85.00	$ 1,785.00	$ 120.00	$ 2,520.00	$ 109.00	$ 2,289.00	$ 60.00	$ 1,2
11	608	Concrete Sidewalk with Tactile Warning Strip	14	SY	$ 110.00	$ 1,540.00	$ 185.00	$ 2,590.00	$ 193.00	$ 2,702.00	$ 150.00	$ 2,1
12	203	Earthwork	1	Lump	$ 16,000.00	$ 16,000.00	$ 42,000.00	$ 42,000.00	$ 27,700.00	$ 27,700.00	$ 70,000.00	$ 70,0
13	203	Remove Excess Cut Material from Project Site	1	Lump	$ 25,000.00	$ 25,000.00	$ 60,000.00	$ 60,000.00	$ 39,181.00	$ 39,181.00	$ 72,000.00	$ 72,0
14	611	12" Dia. ADS Storm Pipe	20	LF	$ 125.00	$ 2,500.00	$ 100.00	$ 2,000.00	$ 62.00	$ 1,240.00	$ 75.00	$ 1,5
15	611	Precast Concrete Catch Basin 3A	1	Each	$ 2,250.00	$ 2,250.00	$ 1,000.00	$ 1,000.00	$ 1,695.00	$ 1,695.00	$ 2,500.00	$ 2,5
16	644	Crosswalk Markings 6" Wide	135	LF	$ 10.00	$ 1,350.00	$ 22.00	$ 2,970.00	$ 16.00	$ 2,160.00	$ 15.85	$ 2,1
17	659	Seeding and Mulching, Class 1	12,830	SY	$ 2.00	$ 25,660.00	$ 3.00	$ 38,490.00	$ 2.50	$ 32,075.00	$ 1.25	$ 16,0
18	611	Bollard	2	Each	$ 850.00	$ 1,700.00	$ 2,100.00	$ 4,200.00	$ 1,513.00	$ 3,026.00	$ 1,500.00	$ 3,0
19	202	Adjust Catch Basin	1	Lump	$ 925.00	$ 925.00	$ 500.00	$ 500.00	$ 454.00	$ 454.00	$ 1,500.00	$ 1,5
Total		**Total Base Bid Amount**				**$ 374,880.00**		**$ 425,148.50**		**$ 376,361.00**		**$ 409,3**

These bids will be reviewed by the Public Works Department, and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

Attachment: Harbin-Park-Project-Phase-1-Bid Results (1844 : Contract with Mt. Pleasant Blacktopping

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED, by the Fairfield Parks and Recreation Board that the City Manager is authorized to enter into an agreement with Mt. Pleasant Blacktopping for the Harbin Park Loop Trail in accordance with the proposal on file in the office of the City Manager.

ROLL CALL	YES	NO
Douglas Meece	✓	
Gwen Ritchie	✓	
Leslie Besl	✓	
Paul Assum		
Don Carpenter	✓	
Scott Clark	✓	
Dan Prior	✓	

Doug Meece, Chairman / Doug Meece

Cyndi Kreke, Secretary / Cyndi Kreke

Resolution: ____2021-08____

Date: __05/18/2021___

Attachment: PBResolution2021_08 (1844 : Contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH MT. PLEASANT BLACKTOPPING COMPANY FOR THE HARBIN PARK LOOP TRAIL PROJECT AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to enter into a contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail Project in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason to expedite the project in order to meet the June, 2022 deadline for the State Capital funding agreement; 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\2021\Mt. Pleasant Blacktopping-Ord

Attachment: Mt Pleasant Blacktopping-Ord (1844 : Contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
LED Retrofit Improvements for Various Street Lights – Phase 2

Legislation Title:
Ordinance to authorize the Acting City Manager to enter into an agreement with Duke Energy for LED Retrofit Improvements for Various Street Lights – Phase 2 and declaring an emergency.

Recommendation:
It is recommended that the City Council authorize the City Manager to enter into an agreement with Duke Energy for the upgrade of 275 to 350 street lights to LED lighting. It is further recommended that Council authorize funding from the Capital Improvement Fund in the amount of $150,000.

Background/Synopsis:

City staff has been working with Duke Energy for a multi-year plan to replace the existing arm-mounted street lights with LED lighting. The LED lights will reduce outage time and energy usage compared to the existing mercury vapor and high pressure sodium lighting as well as provide a more uniform light.

The project area for the first phase of street lighting retrofits was the Kolb, Mack, South Gilmore area. $144,228.08 was spent on this first phase in 2020.

The project area for this second phase will be more of the residential areas north of River/Nilles and west of Pleasant Avenue.

Attached are agreements for approximately 214 lights at $102,625.05. Public Works staff will work with Duke Energy's lighting engineers to identify additional lighting retrofits for the funding remaining in 2021.

The street lights within Fairfield are paid for by the City but owned and maintained by Duke Energy.

Estimates to replace arm mounted street lighting for the entire City are between $900,000 and $1,000,000 and will be implemented over several years. The energy savings for this project will equal the capital investment by the City after approximately 8 to 9 years. This project is scheduled in the existing Capital Improvement Program as 1PW41.

Financial Impact:

$150,000.00 from the Capital Improvement Fund for Duke Energy.

Emergency Provision Explanation:

A rules suspension and emergency provision are being requested in order to authorize this work to be done as soon as Duke's contractor comes available, preferably in the summer months.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. 2021 Duke LED retrofit agreements 1 and 2
2. Duke Energy-Ord

DUKE ENERGY.

5/3/2021

FAIRFIELD, CITY OF GENERAL STREET LIGHTING
5350 PLEASANT AVE
FAIRFIELD , OH 45014-3567

Subject:
Multiple Addresses
Fairfield, OH

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half (1/3 - 1/2) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Jennen Wells
Jennen.Wells@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			FRFOLCLM0000020648		5/3/2021
	Agreement Coverage			*Agreement Number*		*Current Date*
73502209	40740063	75025	S485	V462	FRFOL	UDES
Customer Account Number	*Request Number*	*Corp.*	*CP Center*	*LOC*	*Work Code*	*Rate Code*

OUTDOOR LIGHTING SERVICE AGREEMENT

DUKE ENERGY.

Duke Energy Ohio , 139 East Fourth Street , Cincinnati , OH 45202

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	FAIRFIELD, CITY OF GENERAL STREET LIGHTING			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	Multiple Addresses			
Service Address				
Service City, State, Zip code	Fairfield	OH		
Mailing Name	FAIRFIELD, CITY OF GENERAL STREET LIGHTING			Notes:
Mailing Business Name				
Mailing Address	5350 PLEASANT AVE			
Mailing Address				
Mailing City, State, Zip code	FAIRFIELD	OH	45014-3567	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 8/1/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	**EQUIPMENT** Monthly Amount for System Per Option	**MAINT.** & Operating System Amount Per Month	**ENERGY USE** *Estimated Monthly Total	**TOTAL NUMBER OF LIGHTS** in Project	***ESTIMATED** system charge total during initial term	****AVERAGED** Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	**AFTER** Initial Term
Option A - Onetime Lump Sum for Equipment	$54,672.54	$204.42	$23.15	107	$227.57	**$2.13**	**$2.13**
Option B - 1 Year Agreement Initial Term	$4,761.30	$204.42	$23.15	107	$4,988.87	**$46.62**	**$2.13**
Option C - 3 Year Agreement Initial Term	$1,650.80	$204.42	$23.15	107	$1,878.37	**$17.55**	**$2.13**
Option D - 5 Year Agreement Initial Term	$1,132.06	$204.42	$23.15	107	$1,359.63	**$12.71**	**$2.13**
Option E - 7 Year Agreement Initial Term	$915.33	$204.42	$23.15	107	$1,142.90	**$10.68**	**$2.13**
Option F - 10 Year Agreement Initial Term	$760.65	$204.42	$23.15	107	$988.22	**$9.24**	**$2.13**

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☐ **DECLINE** ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	**AND**	**Customer / Representative**
Signature		Signature	
Printed Name	**Jennen Wells**	Printed Name	
Date	**5/3/2021**	Date	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
6	Roadway LED 220W Gray (RAL7038) Type III	18,642	220	0.2200	915	$1.90	$0.50	2	$4.79
7	Cobra Drop Lens HPS 100W Gray (RAL7038) Type II	9,600	100	0.1200	512	$3.10	$0.28	1	$3.38
8	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	291	$1.90	$0.16	2	$4.12
9	Roadway LED 110W Gray (RAL7038) Type III	9,336	110	0.1100	458	$1.90	$0.25	47	$100.97
10	Roadway LED 150W Gray (RAL7038) Type III	12,642	150	0.1500	624	$1.90	$0.34	16	$35.82
11	Roadway LED 50W Gray (RAL7038) Type III	4,521	50	0.0500	208	$1.90	$0.11	39	$78.49
	SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST	227.57

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 7/2/2019 Estimated Annual Burn Hours 4,160

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.

b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).

c. Annual kWh divided by twelve (12) months equals monthly kWh.

d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	106

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

OUTDOOR LIGHTING SERVICE AGREEMENT

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____ Date _____

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.

2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.

2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.

2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.

3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.

4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.

4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement

7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.

7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.

2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.

3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.

4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.

5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of- way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.

9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.

10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.

11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.

12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.

14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

DUKE ENERGY.

5/3/2021

FAIRFIELD, CITY OF GENERAL STREET LIGHTING
5350 PLEASANT AVE
FAIRFIELD , OH 45014-3567

Subject:
Multiple Addresses
Fairfield, OH

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half (1/3 - 1/2) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Jennen Wells
Jennen.Wells@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			FRFOLCLM0000020647		5/3/2021
	Agreement Coverage			*Agreement Number*		*Current Date*
73502209	40739808	75025	S485	V462	FRFOL	UDES
Customer Account Number	*Request Number*	*Corp.*	*CP Center*	*LOC*	*Work Code*	*Rate Code*

OUTDOOR LIGHTING SERVICE AGREEMENT

DUKE ENERGY.

Duke Energy Ohio , 139 East Fourth Street , Cincinnati , OH 45202

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	FAIRFIELD, CITY OF GENERAL STREET LIGHTING			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	Multiple Addresses			
Service Address				
Service City, State, Zip code	Fairfield	OH		
Mailing Name	FAIRFIELD, CITY OF GENERAL STREET LIGHTING			Notes:
Mailing Business Name				
Mailing Address	5350 PLEASANT AVE			
Mailing Address				
Mailing City, State, Zip code	FAIRFIELD	OH	45014-3567	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 8/1/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	**EQUIPMENT** Monthly Amount for System Per Option	**MAINT. &** Operating System Amount Per Month	**ENERGY USE** *Estimated Monthly Total	**TOTAL NUMBER OF LIGHTS** in Project	***ESTIMATED** system charge total during initial term	****AVERAGED** Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	**AFTER** Initial Term
Option A - Onetime Lump Sum for Equipment	$47,952.51	$191.40	$15.85	107	$207.24	**$1.94**	**$1.94**
Option B - 1 Year Agreement Initial Term	$4,176.07	$191.40	$15.85	107	$4,383.31	**$40.97**	**$1.94**
Option C - 3 Year Agreement Initial Term	$1,447.89	$191.40	$15.85	107	$1,655.14	**$15.47**	**$1.94**
Option D - 5 Year Agreement Initial Term	$992.91	$191.40	$15.85	107	$1,200.16	**$11.22**	**$1.94**
Option E - 7 Year Agreement Initial Term	$802.83	$191.40	$15.85	107	$1,010.07	**$9.44**	**$1.94**
Option F - 10 Year Agreement Initial Term	$667.16	$191.40	$15.85	107	$874.40	**$8.17**	**$1.94**

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☐ **DECLINE** ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	**AND**	**Customer / Representative**
Signature		Signature	
Printed Name	**Jennen Wells**	Printed Name	
Date	**5/3/2021**	Date	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
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12	Roadway LED 50W Gray (RAL7038) Type III	4,521	50	0.0500	208	$1.79	$0.11	86	$163.57
	SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST	207.26

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.006531 Rate Effective Date 7/2/2019 Estimated Annual Burn Hours 4,160

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.

b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).

c. Annual kWh divided by twelve (12) months equals monthly kWh.

d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	107

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

OUTDOOR LIGHTING SERVICE AGREEMENT

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Customer's Signature _____ Date _____

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.

2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.

2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.

2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 kWh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.

3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

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4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.

4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.

4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement

7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.

7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

Attachment: 2021 Duke LED retrofit agreements 1 and 2 (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.

2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.

3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.

4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.

5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of- way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.

9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.

10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.

11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.

12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.

14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DUKE ENERGY FOR LED RETROFIT IMPROVEMENTS FOR VARIOUS STREET LIGHTS-PHASE 2 AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to enter into an agreement with Duke Energy for LED Retrofit Improvements for various street lights-Phase 2 in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this work to be done as soon as Duke's contractor becomes available, preferably in the summer months; 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\2021\Duke Energy-Ord

Attachment: Duke Energy-Ord (1835 : LED Retrofit Improvements for Various Street Lights – Phase 2)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Contractual Appropriations

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

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

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

$150,000 for LED street lights;

Financial Impact: $150,000.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Contractual 5-24-Ord

ORDINANCE NO. _____

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

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

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

From:	**Unappropriated Capital Improvement Fund**	**$150,000**
To:	40216025-252000 Improvements Other Than Bldg. *(LED Street Light Replacement 1PW41)*	$150,000

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Contractual 5-24-Ord

Attachment: Contractual 5-24-Ord (1862 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - May 24, 2021

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

Subject:
0CM03 - Data Backup System Upgrade

Legislation Title:
Ordinance to authorize the Acting City Manager to execute an agreement with CDW-G, LLC for a data backup system upgrade and declaring an emergency

Recommendation:

Background/Synopsis:
Expansion of the city's data backup system is planned for and was approved in the 2021-2025 Capital Improvement Program under project 1CM03. This project has been classified as a CRITICAL priority which is necessary for maintaining current service delivery. Ohio State bid pricing is used when state bid pricing is the lower cost option and competitive bids provided where possible.

As the city's data storage needs grow it is necessary to upgrade the capacity of the city's backup system. Additionally, the "RADAR" feature would be added that enables the backup system to monitor all files it backs up for encryption activity, which would provide an early alert of a malware/ransomware attack and decrease the amount of time to recover from the attack.

Financial Impact:
An appropriation in the amount of **$199,330** is being requested for the upgrade of the city's data backup system. This appropriation includes a 5% contingency for necessary purchases which is standard practice. Funding for these efforts was included in the 2021-2025 Capital Improvement Program (CIP) under project **0CM03** 'Computer and Server Equipment'.

Emergency Provision Explanation:
As this is a sole sourced system that cannot be upgraded through other manufacturers, and the existing system is at capacity, an emergency provision is necessary without competitive bidding so that purchases and upgrades can be made immediately.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. MDDH620
2. MDDH913
3. CDWG LLC-Ord

QUOTE CONFIRMATION

DEAR LANCE KENNEDY,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDDH620	5/19/2021	RUBRIK _1	6636447	$7,182.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Rubrik Polaris Radar - subscription license (1 month) + Premium Support - 1 Mfg. Part#: RBK-POL-RADAR Term of 12 Months Electronic distribution - NO MEDIA Contract: MARKET	21	5536523	$342.00	$7,182.00

PURCHASER BILLING INFO

Billing Address:
CITY OF FAIRFIELD
ACCOUNTS PAYABLE
5350 PLEASANT AVE
FAIRFIELD, OH 45014-3597
Phone: (513) 867-5315
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:
CITY OF FAIRFIELD
LANCE KENNEDY
5350 PLEASANT AVE
FAIRFIELD, OH 45014-3597
Phone: (513) 867-5315
Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL	$7,182.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$7,182.00

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

John Bautista | (877) 810-5987 | johnbau@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Attachment: MDDH620 [Revision 1] (1865 : 0CM03 - Data Backup System Upgrade)

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR LANCE KENNEDY,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDDH913	5/19/2021	RUBRIK 6480 R1	6636447	$182,655.80

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Rubrik R6408S - NAS server - 97.6 TB Mfg. Part#: RBK-R6408S-HW-01 UNSPSC: 43201835 Contract: MARKET	1	5485156	$22,217.00	$22,217.00
Rubrik Go Foundation Edition - subscription license (1 month) - 1 license Mfg. Part#: RBK-GO-FNDN-R6412 Term of 36 Months Electronic distribution - NO MEDIA Contract: MARKET	1	5551058	$81,200.00	$81,200.00
Rubrik network cable - 3 m Mfg. Part#: RBK-F3M-CBL-01 Contract: MARKET	1	4110108	$179.00	$179.00
Rubrik - SFP+ transceiver module - GigE, 10 GigE Mfg. Part#: RBK-SFP-TSR-01 UNSPSC: 43201553 Contract: MARKET	1	4110119	$1,250.00	$1,250.00
Rubrik Premium Support Services Plan - extended service agreement - shipmen Mfg. Part#: RBK-SVC-PREM-HW Term of 36 Months Electronic distribution - NO MEDIA Contract: MARKET	1	5483836	$8,272.00	$8,272.00
Rubrik Polaris Radar - subscription license - 1 usable back end TB Mfg. Part#: RBK-RADAR Term of 36 Months Electronic distribution - NO MEDIA Contract: MARKET	60	6179072	$1,052.33	$63,139.80
RUBRIK RESIDENT ENGINEER CONS SVC Mfg. Part#: RBK-CONSULT Electronic distribution - NO MEDIA Contract: MARKET	2	5201679	$3,199.00	$6,398.00

PURCHASER BILLING INFO	SUBTOTAL	$182,655.80

Attachment: MDDH913 [Revision 1] (1865 : 0CM03 - Data Backup System Upgrade)

Billing Address: CITY OF FAIRFIELD ACCOUNTS PAYABLE 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 **Phone:** (513) 867-5315 **Payment Terms:** NET 30-VERBAL	**SHIPPING**	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	**$182,655.80**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF FAIRFIELD LANCE KENNEDY 5350 PLEASANT AVE FAIRFIELD, OH 45014-3597 **Phone:** (513) 867-5315 **Shipping Method:** DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

John Bautista | (877) 810-5987 | johnbau@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Attachment: MDDH913 [Revision 1] (1865 : 0CM03 - Data Backup System Upgrade)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE AN AGREEMENT WITH CDW·G, LLC FOR A DATA BACKUP SYSTEM UPGRADE AND DECLARING AN EMERGENCY.

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

Section 1. The Acting City Manager is hereby authorized to execute an agreement with CDW·G, LLC for a data backup system upgrade in accordance with the agreement on file in the office of the Acting City Manager. This ordinance is authorized as an emergency without competitive bidding because the existing system is at capacity and also in need of immediate protection from attack.

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\CDWG, LLC-Ord

Attachment: CDWG LLC-Ord (1865 : 0CM03 - Data Backup System Upgrade)

City Council Ordinance
Regular Meeting - May 24, 2021

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

Subject:
Amendment to Staffing Ordinance

Legislation Title:
Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 37-21 and all amendments thereto and declaring an emergency.

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

Background/Synopsis:
At the May 10, 2021 City Council meeting, Fire Department Administration reported on staffing levels within the Department and requested full-time positions be added to the staffing Ordinance. The request was that three (3) Fire Lieutenants be added as well as nine (9) Firefighter/Paramedics provided funding from the SAFER grant is awarded to the Department in September/October 2021. If the Department does not receive funds from the SAFER grant, the additional positions requested will be three (3) Fire Lieutenants and six (6) Firefighter/Paramedics. In either case, the number of Fire Lieutenants will increase from six (6) to nine (9). If the SAFER grant is awarded, the number of Firefighter/Paramedics will increase from twenty-one (21) to thirty (30); and if the grant is not awarded, the number of Firefighter/Paramedics will increase from twenty-one (21) to twenty-seven (27). Note that there is an error in the current Ordinance—the number of current Firefighter/Paramedics is 21, not 23, and staffing has been held at 21.

Financial Impact:
Additional necessary funding will be requested in separate future legislation pending the outcome of the SAFER grant.

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. Hourly Ord 5-24-2021

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 37-21 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 37-21 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 37-21 are shown in bold, with deletions in brackets.

Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance.

Sec. 3 The terms of the agreements of each bargaining unit of the City shall apply to all members of the bargaining unit, whether or not they are members of the union which represents that bargaining unit.

Sec. 4 All rates establish by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.

Sec.5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Civil Service Commission

One (1) Clerk of Commission (PT)		12.00-22.00 per hour

B. Special Appropriations

One (1) Clerk I		21.03-24.71 per hour
Two (2) Clerks (PT)		8.80-18.63 per hour

C. City Council

One (1) Clerk of Council (PT)		29,175-36,410 per annum

Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		35.60-37.06 per hour
One (1) Heating Inspector*		35.60-37.06 per hour
One (1) Electrical Inspector*		35.60-37.06 per hour
One (1) Clerk II		25.44-27.03 per hour
One (1) Clerk I		21.03-24.71 per hour
Three (3) Zoning Inspector/Clerks		25.44-27.03 per hour
One (1) Zoning Inspector/Clerk (PT)		8.80-18.63 per hour
One (1) Plans Reviewer (PT)		8.80-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)		8.80-37.07 per hour

*****Additional certifications in Building, Heating and/or Electrical other than that required in classification, add $1.00 per hour.

Attachment: Hourly Ord 5-24-2021 [Revision 1] (1850 : Amendment to Staffing Ordinance)

Sec. 7 In the Finance Department are the following classifications of jobs and rates of pay:

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		25.44-27.03 per hour
Four (4) Account Clerk I		21.03-23.69 per hour
Three (3) Clerk (PT)		8.80-18.63 per hour

B. Income Tax

One (1) Account Clerk II*		25.44-27.03 per hour
Four (4) Account Clerk I		21.03-23.69 per hour
One (1) Clerks (PT)		8.80-18.63 per hour

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

Sec. 8 In the Police Department are the following classifications of jobs and rates of pay:

Ten (10) Sergeants		45.60-49.24 per hour
Forty-Nine (49) Police Officers*		28.49-43.76 per hour
Ten (16) Dispatchers **/****		23.69-27.60 per hour
Eight (8) Dispatchers (PT)		23.69-27.60 per hour
Four (4) Clerk II***		25.44-27.03 per hour
Four (4) Clerk I		21.03-24.71 per hour
One (1) Body Camera Analyst (PT)		12.00-24.60 per hour
One (1) Animal Control Officer		21.55-25.25 per hour
One (1) Animal Control Officer (PT)		21.55-25.25 per hour
One (1) Park Ranger***		26.25-28.48 per hour
Five (5) Park Rangers (PT)		26.25-28.48 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)		8.80-18.63 per hour

* A Police Officer assigned as Field Training Officer for a new Officer will be paid an additional $2.00 per hour for hours worked in the company of the new Officer as long as the Field Training Officer remains responsible for the training of the new Officer.

** Dispatchers assigned training responsibilities will be paid an additional $.50 per hour for the duration of the assignment.

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

**** Appointed Dispatch Foreman will be paid $33.12 per hour.

Sec. 9 In the Fire Department are the following classifications of jobs and rates of pay:

Three (3) Captains***		34.99-37.18 per hour
~~Six~~Nine (9~~6~~) Lieutenants/***(See note below)**		31.44-34.41 per hour
~~Twenty-Three~~Thirty (30~~23~~) Firefighter/Paramedics */ (See note below)**		20.26-31.95 per hour
Three (3) Captains (PT)		12.00-21.56 per hour
One (1) Lieutenant (PT)		12.00-19.58 per hour
One (1) Training Coordinator (PT)		12.00-25.17 per hour
One (1) Asst. Training Coordinator (PT)		8.80-19.58 per hour
Seventy-Five (75) Firefighter/EMT (PT)****		17.49-19.80 per hour
Two (2) Safety Inspectors (PT)		12.00-20.06 per hour
One (1) Clerk II		25.44-27.03 per hour

* Additional $1.75 per hour paid when serving as Station Supervisor.

** Additional $2.00 per hour paid when serving as Acting Captain.

*** Includes eligibility for a $.50 merit bonus.

**** Additional $.50 per hour when assigned to Medic Unit.

Note – The number of Fire personnel for these two (2) positions ~~are per Letter of Understanding with IAFF effective 4/1/17 to 3/31/2020.~~ **TOGETHER WILL INCREASE BY TWELVE (12)**

Attachment: Hourly Ord 5-24-2021 [Revision 1] (1850 : Amendment to Staffing Ordinance)

PROVIDED THE CITY IS AWARDED A SAFER GRANT IN 2021. IF NOT, THE NUMBER OF FIRE PERSONNEL IN THESE TWO POSITIONS TOGETHER WILL INCREASE BY NINE (9).

Sec. 10 In the Department of Public Works are the following classifications of jobs and rates of pay:

A. Construction Services

One (1) Clerk II		25.44-27.03 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)		8.80-18.63 per hour

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	$.25	Class I Wastewater Collection	$.25
Class II Water Distribution	$.50	Class II Wastewater Collection	$.50

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst		34.08-35.44 per hour

C. Municipal Building Maintenance

One (1) Custodial Worker*		22.48-24.96 per hour
One (1) Maintenance Worker/Laborer**		23.75-33.04 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour

*Crew Leader position established to receive an additional $.50 per hour.
**Crew Leader positions established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.

D. Division of Streets and Transportation

Twenty-Two (22) Maintenance Worker/ Laborers **/***		23.75-33.04 per hour
Four (4) Laborers (Temp/PT)		8.80-18.63 per hour
One (1) Clerk II		25.44-27.03 per hour

**Crew Leader positions established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.
***Traffic Signal Technician appointed by management to receive an additional $1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*		26.56-31.17 per hour
One (1) Clerk II		25.44-27.03 per hour

* Mechanic Foreman position to receive an additional $1.45 per hour and Crew Leader position to receive an additional $.50 per hour.

Attachment: Hourly Ord 5-24-2021 [Revision 1] (1850 : Amendment to Staffing Ordinance)

Sec. 11 In the Department of Parks & Recreation there are the following classifications of jobs and rates of pay.

A. Administration and Recreation

One (1) Clerk II**		25.44-27.03 per hour
One (1) Clerk I		21.03-24.71 per hour
Five (5) Clerks (PT)		8.80-18.63 per hour
Six (6) Recreation Programmers (PT)		8.80-21.42 per hour
One (1) Farmer's Market Supervisor (PT)		8.80-21.42 per hour
Four (4) Facility Attendants (PT)		8.80-18.63 per hour
Five (5) Cashiers (PT)		8.80-18.63 per hour
Forty (40) Recreation Leaders (PT)		8.80-18.63 per hour

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

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		23.75-33.04 per hour
Sixteen (16) Laborers (Temp/PT)		8.80-18.63 per hour

**Crew Leader positions established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)		8.80-21.42 per hour
Eight (8) Cashiers (PT)		8.80-18.63 per hour

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)		8.80-21.42 per hour
Two (2) Senior Lifeguards (Temp)		8.80-18.63 per hour
Forty-Four (44) Lifeguards (Temp)		8.80-18.63 per hour
Two (2) Cashiers (PT)		8.80-18.63 per hour

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		25.21-31.32 per hour
One (1) Greenskeeper*		29.32-32.04 per hour
Seventeen (17) Laborers (Temp/PT)		8.80-18.63 per hour
Four (4) Pro Shop Supervisors (PT)		8.80-21.42 per hour
Fifty (50) Cashiers (PT)		8.80-18.63 per hour

*Crew Leader position established to receive an additional $.50 per hour.
**Crew Leader position(s) established to receive an additional $.50 per hour. Maintenance Worker/Laborer required to maintain proficiency on three or more pieces of equipment shall be compensated an additional $.30 per hour while maintaining those proficiencies. A Maintenance Worker/Laborer required to maintain an Ohio Department of Agriculture Public Operator Spraying License, a National Swimming Pool Foundation Certified Pool/Spa Operator License, or an NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional $.40 per hour.

Attachment: Hourly Ord 5-24-2021 [Revision 1] (1850 : Amendment to Staffing Ordinance)

Sec. 12 In the Department of Public Utilities are the following classifications of jobs and rates of pay:

A. Wastewater Division

One (1) Clerk II		25.44-27.03 per hour
Two (2) Laboratory Technicians **** (55% of wages charged to Sewer Fund; 45% charged to Water Fund.)		23.89-34.91 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Sixteen (16) Operator/Maintenance Workers */***		24.19-33.79 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		8.80-18.63 per hour

*Construction Inspectors shall be compensated for one Water License and/or one Wastewater License achieved as follows:

Class I Water Distribution	$.25	Class I Wastewater Collection	$.25
Class II Water Distribution	$.50	Class II Wastewater Collection	$.50

***Chief Operator, Maintenance Foreman and Collection Foreman to receive $1.50 over their regular rate of pay. Assistant Collection Foreman and Assistant Maintenance Foreman to receive $.75 per hour added to their regular rate of pay. Crew Leader position(s) established to receive an additional $.30 per hour.

****Laboratory Technicians with Class III Water Plant Operator License or Voluntary Wastewater Lab Certifications to receive an additional $.50 per hour each. Lab Supervisor to receive $1.25 per hour in addition to regular rate of pay.

B. Water Division

One (1) Clerk II		25.44-27.03 per hour
Three (3) Meter Readers**/*** (55% of wages charged to Water Fund; 45% charged to Sewer Fund.)		26.63-28.04 per hour
Fifteen (15) Operator/Maintenance Workers */***		25.21-34.43 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		8.80-18.63 per hour

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

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

***An employee in the Meter Reader classification in the Water Division shall be compensated for one Water Supply License and/or one Water Distribution License as follows, unless one license should supersede the other, then the employee's hourly rate will only reflect the license(s) that are current.

Class I Water Supply	$0.50	Class I Water Distribution	$.25
Class II Water Supply	$1.00	Class II Water Distribution	$.50
Class III Water Supply	$1.50		

Sec. 13 There shall be established a labor pool of temporary or part-time employees who will be eligible to work at any time within the duration of this Ordinance. These temporary/part-time employees may work in any City department and their wages will be charged to the department to which they are assigned. The following temporary or part-time positions are established.

Twenty-Five (25) Employees (Temp or PT)		8.80-18.63 per hour

Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee

Attachment: Hourly Ord 5-24-2021 [Revision 1] (1850 : Amendment to Staffing Ordinance)

under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.

Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized in this Ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Sec. 16 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner, wherefore this Ordinance shall take effect immediately upon its passage.

Passed_____ _____
Mayor's Approval

Posted_____

First Reading_____ Rules Suspended_____

Second Reading_____ Emergency_____

Third Reading_____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Attachment: Hourly Ord 5-24-2021 [Revision 1] (1850 : Amendment to Staffing Ordinance)

City Council Ordinance
Regular Meeting - May 24, 2021

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

Subject:
Municipal Court Wages

Legislation Title:
Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court Employees, to repeal Ordinance No. 26-20 and all amendments thereto and declaring an emergency.

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

Background/Synopsis:
The employees covered by the Municipal Court wage and salary ordinance are compensated on a Pay for Performance basis. There are no automatic increases or cost of living adjustment for these employees. While the adjustments to the pay grades are not designed to automatically trigger pay increases, periodic upgrades to the structure help to maintain the City's competitive position in the marketplace regarding employee retention, recruitment and succession.

The requested modifications are consistent with the City's periodic practice of maintaining parity for the non-classified pay structure with that of the City's bargaining units.

Financial Impact:
Funding is provided under the auspices of the approved 2021 Operating Budget.

Emergency Provision Explanation:
It is recommended that City Council approve this ordinance, suspending the rules and declaring an emergency to allow for the expeditious implementation of these new rates.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Court Wage Ord 2021

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN MUNICIPAL COURT EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN MUNICIPAL COURT EMPLOYEES TO REPEAL ORDINANCE NO. 26.20 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 26.20, and all other prior Ordinances inconsistent herewith, are hereby repealed.

Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance. Pay decisions relative to all these positions excluding those which salaries are mandated by the State of Ohio, are at the discretion of the Municipal Judge for the City of Fairfield.

Sec. 3 All positions established in this Ordinance are considered "at will" and those employees in said positions serve at the pleasure of the Municipal Judge of the City of Fairfield.

Sec. 4 All rates established by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.

Sec. 5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Municipal Court

One (1) Municipal Judge*		**61,750 PER ANNUM****
One (1) Clerk of Courts/Court Administrator*	**[32,056-62,566]**	**50,000-120,000 PER ANNUM**
One (1) Chief Probation Officer	**[53,426-104,276]**	**50,000-90,000 PER ANNUM**
One (1) [~~Secretary~~] ADMINISTRATIVE ASSISTANT to the Judge	**[20.35-37.77]**	**20.00-35.00 PER HOUR**
Two (2) Chief Deputy Clerks	**[45,897-68,843 per annum]**	**22.00-35.00 PER HOUR**
[~~Eleven (11)~~] TWELVE (12) Deputy Clerks	**[19.57-25.19]**	**19.50-30.00 PER HOUR**
One (1) Imaging Clerk	**[19.57-23.01]**	**19.50-23.00 PER HOUR**
One (1) Bailiff*	**[22.13-27.30]**	**24.00-35.00 PER HOUR**
[~~Three (3)~~] FOUR (4) Probation Officers	**[22.13-27.30]**	**22.00-31.25 PER HOUR**
Two (2) Civil Magistrates (PT)*	**[35,000-40,000]**	**22,000-35,000 PER ANNUM**
[~~Three (3)~~] Acting Judges (AS NEEDED)		**
[~~Four (4)~~] Visiting Judges* (AS NEEDED)**		**
Two (2) Community Service Officers (PT)	**[18.44-21.91]**	**18.00-22.00 PER HOUR**
Eight (8) Deputy Bailiffs (PT)	**[21.01-25.85]**	**24.00-30.00 PER HOUR**

(*3/5 of salary paid by City of Fairfield, and 2/5 of salary paid by Butler County)
(** Salary mandated by State of Ohio)
(***2/5 of salary paid by City of Fairfield, and 3/5 of salary paid by Butler County)

Sec. 6 The salaries, rates and conditions established in Section 5 of this Ordinance shall be effective from and after April 1, 2021. Until the rates are changed, the former rates shall apply. Notwithstanding any other provision of this ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Federal Fair Labor Standards Act or its successor law.

Sec. 7 The Municipal Judge is authorized to hire up to one additional person for each position authorized in this ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Attachment: Court Wage Ord 2021 [Revision 2] (1849 : Municipal Court Wages)

Sec. 8 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner; wherefore this Ordinance shall take effect immediately upon its passage.

Passed_____ _____
Mayor's Approval

Posted_____

First Reading_____ Rules Suspended_____

Second Reading_____ Emergency _____

Third Reading_____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Attachment: Court Wage Ord 2021 [Revision 2] (1849 : Municipal Court Wages)

City Council Ordinance
Regular Meeting - May 24, 2021

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

Subject:
Acting City Manager

Legislation Title:
Ordinance to establish a stipend to Donald G. Bennett for additional duties performed as Acting City Manager and declaring an emergency.

Recommendation:

Background/Synopsis:
Council hereby authorizes a stipend of Two-Thousand Dollars ($2,000) per month retroactive to December 2020 for Donald G. Bennett for performing duties as Acting City Manager. Said stipend shall not exceed a total of Twenty-Thousand Dollars ($20,000), and is in addition to his current salary as Fire Chief.

Financial Impact:
Funding is provided under the auspices of the approved 2021 Operating Budget.

Emergency Provision Explanation:
It is recommended that City Council approve this Ordinance, suspending the rules and declaring an emergency to allow for expeditious implementation.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Acting City Manager

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH A STIPEND TO DONALD G. BENNETT FOR ADDITIONAL DUTIES PERFORMED AS ACTING CITY MANAGER AND DECLARING AN EMERGENCY.

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

Sec. 1 At the December 11, 2020 Special Meeting of Council, appointed Donald G. Bennett as Acting City Manager.

Sec. 2 Council hereby authorizes a stipend of Two-Thousand Dollars ($2,000) per month retroactive to December 2020 for Donald G. Bennett for performing duties as Acting City Manager. Said stipend shall not exceed a total of Twenty-Thousand Dollars ($20,000), and is in addition to his current salary as Fire Chief.

Sec. 3 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 stipend be paid 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

Attachment: Acting City Manager [Revision 1] (1857 : Acting City Manager)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Jake Burton,
Submitting Department: Finance

Subject:
Supplemental Appropriations - Transfer of Monies

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

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

Background/Synopsis:
Transfers from the General Fund to the Park Development Fund totaling $813,000 were included with the 2021-2025 Capital Improvement Plan. This supplemental appropriation will allow for this fund transfer to occur, and provide the funding necessary to fund 1PR10 Harbin Park Renovations ($563,000) and 1PR11 Harbin Park Loop Trail ($250,000).
1PR11 Harbin Park Loop Trail approval is included with the Council packet for the May 24, 2021 Council meeting. Additional approval for 1PR10 will come before Council at a future meeting date.

Financial Impact:
From: Unappropriated General Fund……$813,000
To: 10012527-271000 Transfers to……...$813,000
(Fund 413-Park Development)

Emergency Provision Explanation:
Emergency is being requested to coincide with approval of the contract with Mt. Pleasant Blacktopping Company for the Harbin Park Loop Trail.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Supplemental Appropration-Ord

ORDINANCE NO. _____

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

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

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

From:	**Unappropriated General Fund**	**$813,000**
To:	10012527-271000 Transfers to *(Fund 413-Park Development)*	$813,000

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Supplemental Appropration-Ord

Attachment: Supplemental Appropration-Ord (1861 : Supplemental Appropriations - Transfer of Monies)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Contractual Appropriations

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

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

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

$400,000 for Harbin Park Loop Trail
$199,330 for Data Backup System Upgrade

Financial Impact: $599,330.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. Contractual 5-24-Ord2

ORDINANCE NO. _____

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

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

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

From:	**Unappropriated Park Development Fund**	**$400,000**
To:	41316025-252100 Park Improvements *(Harbin Park Loop Trail 1PR11)*	$400,000
From:	**Unappropriated Capital Improvement Fund**	**$192,330**
To:	40216025-253400 Computer Equipment *(Data Backup System Upgrade 1CM03)*	$192,330
From:	**Unappropriated Water Surplus Fund**	**$3,500**
To:	60516025-253400 Computer Equipment *(Data Backup System Upgrade 1CM03)*	$3,500
From:	**Unappropriated Sewer Surplus Fund**	**$3,500**
To:	62416025-253400 Computer Equipment *(Data Backup System Upgrade 1CM03)*	$3,500

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 5-24-Ord2 (1859 : 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\2021\Contractual 5-24-Ord2

Attachment: Contractual 5-24-Ord2 (1859 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Non-Contractual Appropriations

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

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

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

$11,000 for South Trace Patio Expansion;
$47,000 for 2021 Parking Lot Maintenance Program;
$14,750 for Clarifier Walkway B repairs;
$10,070 for Storm Sewer Cleaning;
$25,000 for Seward 1 Pump Station;
$188,593 for right-of-way acquisition (multiple parcels from several different ownerships);
$31,930 for North Trace and Aquatic Center Roof;
$25,000 for Fairfield Aquatic Center Maintenance and Repairs.

Financial Impact: $353,343.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. NonContractualAppropriations.052421
2. Non Contractual 5-24-Ord

City Council Information Item
Regular Meeting - May 24, 2021

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:
South Trace Patio Expansion

Legislation Title:
South Trace Patio Expansion

BACKGROUND/SYNOPSIS: The appropriation of funds for South Trace Patio Expansion is an expenditure that is funded under the Capital Improvement Program (CIP) listed as 1RC13. The funds requested are for the architectural/engineering services for extension of existing outdoor covered patio.

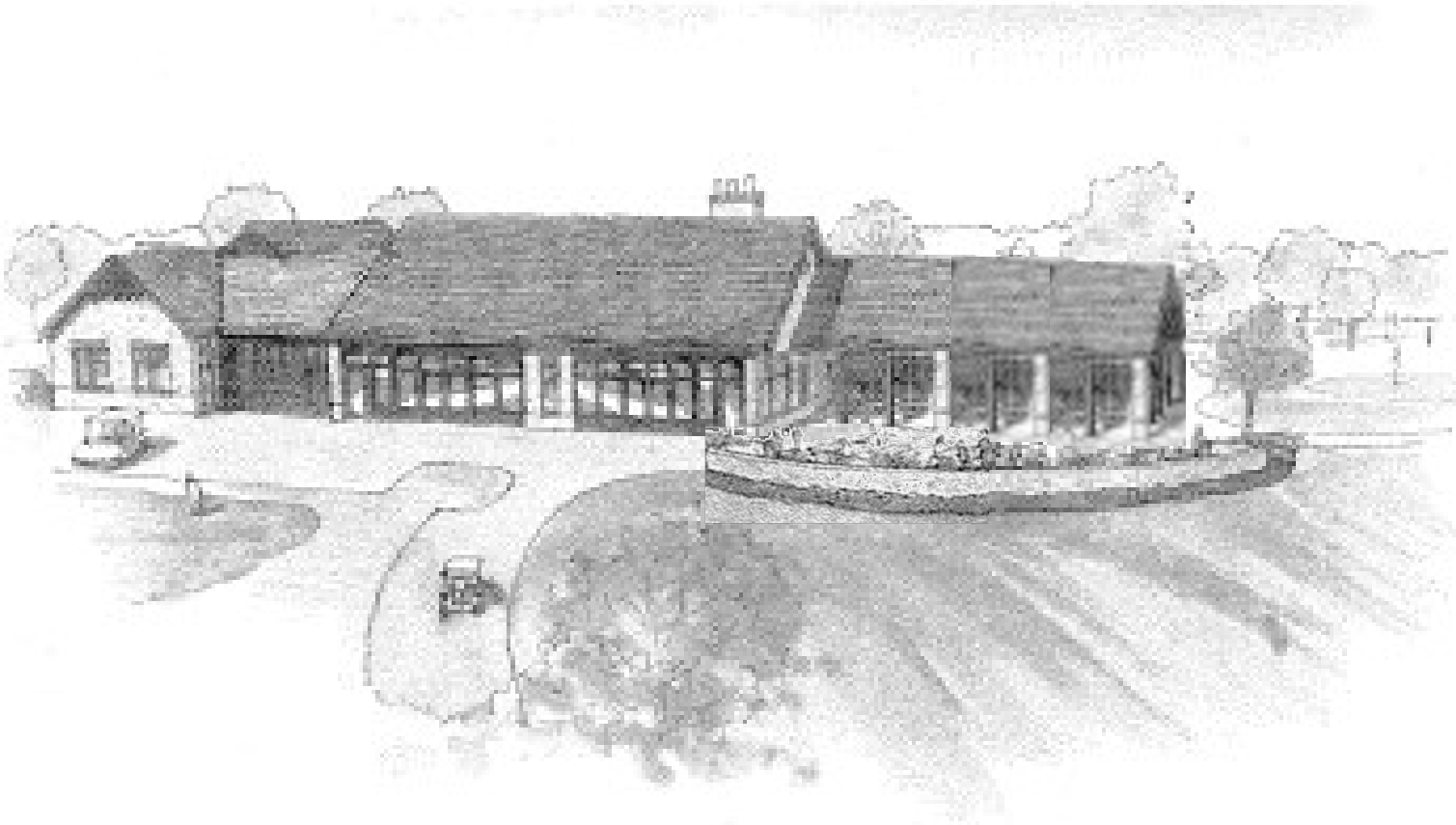
RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of $11,000 for the projects to be completed this season.

FINANCIAL IMPACT: An appropriation of $11,000 will be needed to complete the requested projects.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for architectural/engineering services to be completed this season.

Attachments:
1. SouthTracePatioSketch
2. Fairfield Greens Proposal

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)



Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

DECKER & ASSOCIATES
architects
Architectural Design & Planning Services

May 10, 2021

Brad Williams, CPRP, CTRS
Clubhouse
City of Fairfield
Parks & Recreation Department

RE: Covered Patio Fairfield Glens
2200 John Gray Rd.
Fairfield, OH 45014

Brad,

As requested:

Proposal for architectural / engineering services for extension of existing outdoor covered patio as discussed prior at site on May 3rd, 2021.

Services to include the following:

1. Verify and measure existing as necessary
2. Provide site plan (location map) and large scale plan of addition and surrounding patio area (existing wall, etc.)
3. Provide foundation plan and details of stone wall extension
4. Provide plan of addition - extend 2 bays with garage doors and man door(s) including existing covered area
5. Provide details of construction, sections, details, structure, and exterior elevations, roof plan, framing plan of roof structure, etc.
6. Provide details as required of fireplace.
7. The above is to be inclusive of all information as necessary for bidding purposes and verification of code compliance.
8. Provide other details, fire pit, etc. at surrounding outdoor area.
9. For discussion – HVAC or ventilation requirements when covered areas are enclosed for events with overhead doors

The proposed architectural / engineering fee for the above as follows:

A.	Fee for all items 1-9	$9,500
B.	Retainer	$1,500

www.DeckerandAssociates.com

1100 Central Avenue | 2nd Floor | Middletown, OH 45044

Ron Decker, Architect | 513.464.2677

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

DECKER & ASSOCIATES
architects
Architectural Design & Planning Services

Schedule of payment:

Preliminary drawings for review	$1,500
Construction drawings 50% complete	$2,500
Construction drawings 100% complete and ready for bidding and review by City of Fairfield	$3,000
Bids accepted, plan review complete	$1,000

Expenses, travel, prints, etc.
1.3 times actual cost

Thank you,

Ronald Decker, Principal, Architect
513-464-2677
Decker.architects@gmail.com

Approved by: _____ Date: _____

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
2021 Parking Lot Maintenance Program (Sealing and Striping) Appropriation

Legislation Title:
2021 Parking Lot Maintenance Program (Sealing and Striping) Appropriation

Recommendation:

It is recommended that City Council authorize an appropriation of $47,000.00 ($38,500.00 from Capital Funding and $8,500.00 from Water Surplus) for parking lot maintenance through purchase orders. Funding is being requested at this time in order to perform the work ahead of major park activities when possible.

Background/Synopsis:

This project is for parking lot sealing to be performed by outside contractors. The intent of this project is to continue the maintenance of various City parking lots under one comprehensive program. Parking lots will be Harbin Park, Waterworks Park, Grange Park, Park Maintenance on Gray Road, Fire Station 32 on Route 4, the Water Treatment Facility and Fire Training Facility on Groh Lane, and a service drive for 5580-5610 Pleasant Avenue.

These areas were sealed 5 years ago with the exception of the Water Treatment Facility annex which was paved 5 years ago and the Fire Training Facility which has never been sealed before.

This project is a maintenance item that includes the sealing and pavement markings for various parking lots throughout the City. This project is managed and inspected by Public Works staff. Municipal lots under this program are made up of over 40 distinct locations totaling more than 1,500,000 square feet.
Public Works solicited multiple proposals for the sealing portion of this project. The complete results for the parking lot sealing are:

Julius Howe	$39,762.00
Barry Brown	No Bid
Cincinnati Asphalt	$40,391.00
Klekamp	No Bid

Funding has been programmed in the 2021-2025 Capital Improvements Program under 1PW12.

Financial Impact:

$47,000.00 for parking lot sealing by the Julius C. Howe, Asphalt & Sealing Company.

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

- $38,500.00 from Capital Funding ($32,049 with $6,451 in contingency) and $8,500.00 from Water Surplus ($7,713 with $787 in contingency).

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. 2021 Muncipal Parking Lot Sealing Schematics
2. City of Fairfield Bid- Julius Howe
3. City of Fairfield Bid- Cincinnati Asphalt

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Harbin Park - 1300 Hunter Rd.

135,209 sf

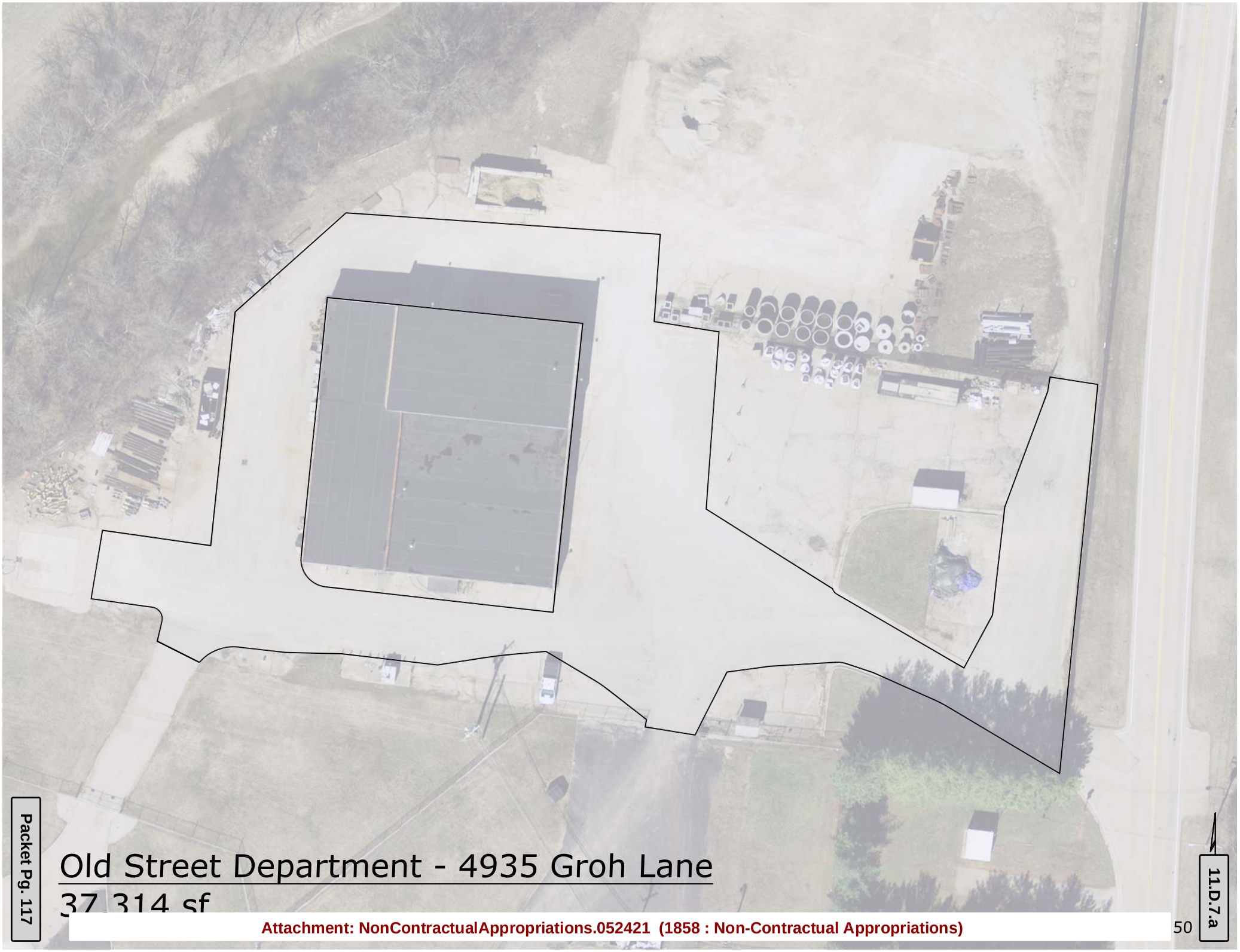
Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Grange Park - 268 Joe Nuxhall Way
20,200 sf

Water Facility - 5021 Groh Lane
56,704 sf

Fire Training Facility - 5001 Groh Lane
25,196 sf



Old Street Department - 4935 Groh Lane

37,314 sf

Parks Maintenance Building - 6147 Gray Road

16,800 sf

Fire Station 32 - 6540 Dixie Highway
24,008 sf

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Julius Hom

CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM

2021 PARKING LOT MAINTENANCE PROGRAM – SEALING & STRIPING

Harbin Park – 1300 Hunter Road

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	135,209 Sq.Ft.	$ .075	$ 10,141
642	4" White Parking Stall	4,757 Feet	$ .22	$ 1,047
642	Arrows	2 Each	$ 15.00	$ 30.00
642	Handicap Symbols	8 Each	$ 15.00	$ 120.00

Waterworks Park – 5133 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	137,947 Sq.Ft.	$ .075	$ 10,346
642	4" White Parking Stall	8,997 Feet	$ .20	$ 1,799
642	Arrows	18 Each	$ 15.00	$ 270.00
642	Handicap Symbols	13 Each	$ 15.00	$ 195.00

Grange Park – 268 Joe Nuxhall Way

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	20,200 Sq.Ft.	$ .08	$ 1,616
642	4" White Parking Stall	1,345 Feet	$ .23	$ 309.00
642	Arrows	2 Each	$ 15.00	$ 30.00
642	Handicap Symbols	3 Each	$ 15.00	$ 45.00

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM

Park Maintenance Building – 6174 Gray Road

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	16,800 Sq.Ft.	$ .08	$ 1,344
642	4" White Parking Stall	614 Feet	$ .25	$ 154.00
642	Handicap Symbols	1 Each	$ 15.00	$ 15.00

Fires Station 32 – 6540 Dixie Highway

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	24,008 Sq.Ft.	$ .08	$ 1,921
642	4" White Parking Stall	385 Feet	$ .25	$ 96.00
642	Handicap Symbols	2 Each	$ 15.00	$ 30.00

Water Treatment Facility – 5021 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	56,704 Sq.Ft.	$ .08	$ 4,536
642	4" White Parking Stall	648 Feet	$ .25	$ 162.00
642	Handicap Symbols	2 Each	$ 15.00	$ 30.00

Water Treatment Facility Annex (Old Street Department) – 4935 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	37,314 Sq.Ft.	$ .08	$ 2,985

Fire Training Facility Annex – 5001 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	25,196 Sq.Ft.	$ .08	$ 2,016

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Pleasant Avenue Service Drive – 5580-5610 Pleasant Avenue

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	5,250 Sq.Ft.	$ .10	$ 525.00

The total amount of the bid on all of the estimated quantities given above to the sum of:

$ $39,762
(amount in figures)

Thirty-nine thousand & seven hundred & sixty-two dollars
(amount in words)

The undersigned proposes to furnish work meeting the specifications attached hereto for the sums listed and totals below:

The City of Fairfield reserves the right to delete any item or change the quantity of any item listed above.

Steve Heyob — Signature
STEVE HEYOB — Name
Salesman — Title
Julius Howe Asphalt & Sealing — Company
5843 Dry Fork Rd. — Address
Cleves OH 45002 — City/State/Zip
(513) 467-1980 — Telephone
510438293 — Social Security # of Company Owner or Federal I.D.#

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM

2021 PARKING LOT MAINTENANCE PROGRAM – SEALING & STRIPING

Harbin Park – 1300 Hunter Road

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	135,209 Sq.Ft.	$ .0799	$ 10,812.00
642	4" White Parking Stall	4,757 Feet	$ .166	$ 790.00
642	Arrows	2 Each	$ 20	$ 40.00
642	Handicap Symbols	8 Each	$ 20	$ 160.00

Waterworks Park – 5133 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	137,947 Sq.Ft.	$ .079	$ 10,987.00
642	4" White Parking Stall	8,997 Feet	$ .135	$ 1,220.00
642	Arrows	18 Each	$ 20	$ 360.00
642	Handicap Symbols	13 Each	$ 20	$ 260.00

Grange Park – 268 Joe Nuxhall Way

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	20,200 Sq.Ft.	$ .0787	$ 1,590.00
642	4" White Parking Stall	1,345 Feet	$ .24	$ 325.00
642	Arrows	2 Each	$ 20	$ 40.00
642	Handicap Symbols	3 Each	$ 20	$ 60.00

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM

Park Maintenance Building – 6174 Gray Road

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	16,800 Sq.Ft.	$ .077	$ 1,298.00
642	4" White Parking Stall	614 Feet	$ .28	$ 175.00
642	Handicap Symbols	1 Each	$ 20	$ 20.00

Fires Station 32 – 6540 Dixie Highway

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	24,008 Sq.Ft.	$ .0790	$ 1,897.00
642	4" White Parking Stall	385 Feet	$ .64	$ 250.00
642	Handicap Symbols	2 Each	$ 20	$ 40.00

Water Treatment Facility – 5021 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	56,704 Sq.Ft.	$ .0793	$ 4,499.00
642	4" White Parking Stall	648 Feet	$ .277	$ 180.00
642	Handicap Symbols	2 Each	$ 20	$ 40.00

Water Treatment Facility Annex (Old Street Department) – 4935 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	37,314 Sq.Ft.	$ .0785	$ 2,930.00

Fire Training Facility Annex – 5001 Groh Lane

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	25,196 Sq.Ft.	$ .079	$ 1,998.00

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Pleasant Avenue Service Drive – 5580-5610 Pleasant Avenue

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	5,250 Sq.Ft.	$ .080	$ 420.00

The total amount of the bid on all of the estimated quantities given above to the sum of:

$ 40,391.00
(amount in figures)

Forty-Thousand Three-Hundred Ninety One Dollars and 00/100 cents
(amount in words)

The undersigned proposes to furnish work meeting the specifications attached hereto for the sums listed and totals below:

The City of Fairfield reserves the right to delete any item or change the quantity of any item listed above.

[signature] Signature

Joey Madden Name

Pres. Title

Cincinnati Asphalt Co. Company

7959 Harrison Ave. Address

Cleves, OH 45002 City/State/Zip

513.367.0250 Telephone

454732064 Social Security # of Company Owner or Federal I.D.#

N

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - May 24, 2021

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Clarifier Walkway B Repairs

Legislation Title:
Clarifier Walkway B Repairs

Background/Synopsis:

The requested appropriation is for clarifier walkway repairs at the City's Water Treatment Plant. The walkway, which connects the outside clarifier tanks to the filtration building, serves as a main thoroughfare for plant operators during facility checks, and also for the public during plant tours. The concrete walkway has deteriorated in recent years and is in need of repair. Water Division staff recommends the repairs be completed by American Façade Restoration (alternate bid option) which is the vendor who provided the lowest and best proposal.

Financial Impact:

An appropriation in the amount of $14,750.00 is being requested for clarifier walkway repairs at the City's Water Treatment Plant. Funding for this project was included in the 2021-2025 Capital Improvement Program (CIP) under project 1WT22, Walkway Improvements. Additional funding, as needed, will be redirected from 1WT23, SCADA Integration. The funding source is the Water Surplus Fund.

Attachments:
1. Fairfield Water Treatment Plant

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

American

Facade Restoration, LLC

2395 Alexandria Pike
Southgate, KY 41071
Phone: (859) 572-9200 – Fax: (859) 572-9210

January 14, 2020

The Garland Company
Attn: Dennis Lee
3800 East 91st Street
Cleveland, OH 44105

RE: Fairfield Water Treatment Plant

Dennis,

Thank you for the opportunity to provide a bid for the above referenced project. American Facade Restoration, LLC proposes to furnish all labor, tools, equipment, and insurance to perform the following.

Base Bid - Scope of Work: Walk way (A)

- **Mobilization / Demobilization**
- **Install Strong man netting to protect water**
- **Provide all safety, barricades per OSHA regulations**
- **Provide all Ground, pedestrian protection**
- **Provide all materials, labor & equipment to perform the following**
- **All AFR Employees have been trained in Silica Awareness, trained on all Silica equipment, have a medical evaluation, Fit tested for full face respirators**
- **All Chipping & grinding will be performed following new OSHA guidelines of silica all work will be performed using Hepavacs, wet cutting.**
- **Sound & demo 50 LF of concrete curb**
- **Clean all reinforcing steel & coat**
- **Install forms & pour 50 LF of curb using Mapie 15 FP**
- **Remove forms**
- **Pressure wash underside of walkway & face**
- **Shot blast walkway**
- **Caulk entire perimeter using Garland Greenlock XL**
- **Install Garland Durawalk Traffic System**
- **Waterproof face of walkway walls & underside using Garland Seal A Pore**
- **Final Cleanup**

Note: One Photo Showing work area and scope

American Facade Restoration Price to Perform Work - $18,990.00

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Alternate Bid - Scope of Work: Walk way (B)

- **Mobilization / Demobilization**
- **Install Strong man netting to protect water**
- **Provide all safety, barricades per OSHA regulations**
- **Provide all Ground, pedestrian protection**
- **Provide all materials, labor & equipment to perform the following**
- **All AFR Employees have been trained in Silica Awareness, trained on all Silica equipment, have a medical evaluation, Fit tested for full face respirators**
- **All Chipping & grinding will be performed following new OSHA guidelines of silica all work will be performed using Hepavacs, wet cutting.**
- **Resurface 50 LF of concrete curb**
- **Shot blast walkway**
- **Caulk entire perimeter using Garland Greenlock XL**
- **Install Garland Durawalk Traffic System**
- **Final Cleanup**

Note: One Photo Showing work area and scope

American Facade Restoration Price to Perform Work - $14,750.00

We do not include taxes, engineering, permits, design, testing, electrical, piping, hazard material abatement, performance bond, premium time, Saturday, Sunday or holiday work unless otherwise specified on the face of this document.

This quotation will remain firm for thirty (30) days, unless extended in writing by American Facade Restoration.

We wish to thank you for the opportunity to submit this proposal. If any other information is required, or if you have any questions, please do not hesitate to call me.

Sincerely
Eddie Baas
Project Manager

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Storm Sewer Cleaning between Casa Loma Drive and Woodcreek Drive Appropriation

Legislation Title:
Storm Sewer Cleaning between Casa Loma Drive and Woodcreek Drive Appropriation

Recommendation:
It is recommended that funding be appropriated from the Capital Improvement Fund in the amount of $10,070.00 from the Capital Improvement Fund for the proposed drainage project.

Background/Synopsis:

This area is a 1980's residential section of the City that was developed with corrugated metal storm sewer in the rear yards that is relatively deep (over 10 feet) and one section in particular is exhibiting problems that will be difficult to make a point repair. In anticipation of considering this area for a cured in place, PVC liner; we have procured a quote from a company to clean and televise the line so that we can have all the information needed to consider lining the pipe.

The Wastewater division has assisted in doing some televising of this line to help narrow down where the problem areas exist. Staff is recommending using Insight Pipe Contracting at this time and if lining work is required, staff will consider using cooperative purchasing under HGACBuy to procure lining of the pipe if it is in the City's best interest to do so.

The funding for this project is programmed in the 2021-2025 CIP as 1PW03.

Financial Impact:

$10,070.00 from the Capital Improvement Fund for the labor, material, and equipment to clean and televise the storm sewer.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

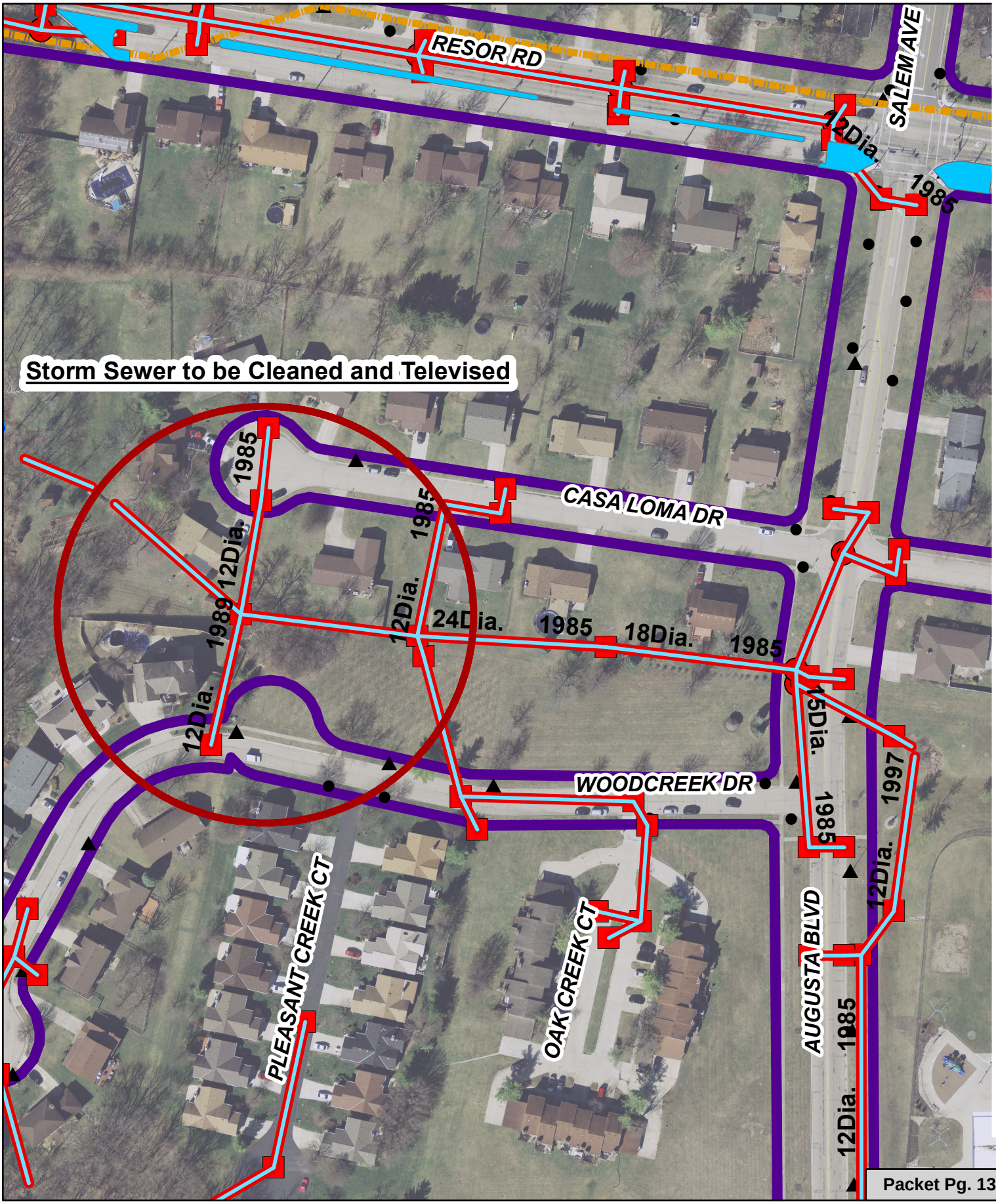
Attachments:
1. Casa Loma - Woodcreek
2. 050421.pricequote.city.fairfield.oh.cmf.js.c.tv

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

FAIRFIELD PUBLIC WORKS

Exhibit
City of Fairfield - Butler County, Ohio

NOT TO SCALE



Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

INSIGHT PIPE CONTRACTING, LLC

724-452-6060
Fax: 724-452-3226

232 E. Lancaster Road
Harmony, PA 16037

May 4, 2021

City of Fairfield
Attention: Benjamin Mann
8870 N Gilmore Road
Fairfield, OH 45014

Email: bmann@fairfieldoh.gov
Office: (513) 867-4213

RE: High Pressure Cleaning & CCTV Inspection of Storm Sewer

Dear Ben,

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return to our office via fax at 724-452-3226 at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions. My cell phone number is 412-477-3762.

PRICE QUOTE

Quantity	Description	Price
Daily (Min. 2 Days)	Cleaning and CCTV internal video inspection of 12" through 48" dia. storm sewer. Cleaning to be done with a high pressure combination vacuum/cleaning truck. Work to be performed by a certified operator in NASSCO approved PACP coded software. Includes DVDs and reports of the inspection. (Measurements for possible liners). Includes all equipment and labor. Day rate equals ten (10) hours.	**$3,995.00/Day**
Daily (Min. 2 days)	Remote jet reel and operator. Day rate equals (10) hours (If necessary)	**$1,040.00/Day**

Work to be performed when Insight Pipe Contracting is working in the area.

Locating of lateral and/or pipe locations with camera and locator will not be guaranteed by IPC because variables such as pipe depth, pipe material, as well as fill over the pipe can alter the signal.

Notes:

1. Minimum of two (2) days to be billed for this job per mobilization.
2. No fuel surcharge will be applied to this job.
3. Price **does not** include IPC employees being paid Prevailing Wage.
4. Others to supply access to all manholes for 20 Ton 2-Wheel drive Vehicle.
5. Others to supply water for pipe cleaning.
6. Others to provide dump site for debris removed from the cleaning operations. If no dump site provided, then the City of Fairfield will pay for tipping fees at landfill and the hourly rate of $399.50/hour will apply for transporting debris to and from landfill.
7. Others responsible for providing manifest for debris if one is required by landfill.

8. Others to provide traffic control and acquire work easements and permits for the execution of the work. Traffic Control to be in compliance with the Department of, Transportation. Any downtime due to non-compliant traffic maintenance, will result in a charge for time and material.
9. Others to provide bypass pumping of the sewer line segments.
10. The existing condition of the pipe will determine the amount of roots/debris that can be removed. The pipe condition may also cause the root removal/cleaning equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.
11. Proof of general liability insurance to be provided upon request (excluding additional insured).
12. **Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the cleaning and/or CCTV activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.**

The signing of this price quote constitutes the agreement to the terms and conditions and becomes the contract between Insight Pipe Contracting, LLC and its customer. The customer also agrees to complete a credit application and provide a copy of its Performance and Payment bonds, if applicable. If a separate contract or written agreement is required by the customer this price quote will be amended to reflect the change in scope, terms and conditions of such contract or agreement. Upon review and approval of the credit application the contract will be executed and the information forwarded to our Operations Department for scheduling.

Insight Pipe Contracting, LLC will only store electronic and hard copies of CCTV reports, documents and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting LLC within 30 days after completion of the above mentioned work. (Video evidence to confirm date and completion of project.) Finance charge of 1.5% per month will apply if past due and all costs incurred in the collection of past due invoices to be paid by the customer.

PRICE QUOTE VALID FOR 60 DAYS

Sincerely,

John Sebolt

John Sebolt
Service Representative

_____ _____
Authorized Signature to Proceed with Work Date

_____
Title

_____
Printed Name

_____
Purchase Order Number

Bill to Information (if different from above):

_____ _____
Company Name Address

_____ _____
Phone Number

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - May 24, 2021

Submitted by: Matt Young,
Submitting Department: Public Utilities

Subject:
Seward 1 Pump Station - Sewer Pump Appropriation

Legislation Title:
Seward 1 Pump Station - Pump Appropriation

Background/Synopsis: The City of Fairfield's sewage collection system contains eleven (11) sanitary pump stations. When the water level rises to a predetermined point in a pump station, a pump is started to lift the water upward through a pressurized pipe system called a sewer force main. The water is then transported through the force main and ultimately discharged into a nearby gravity manhole where it can again flow by gravity.

The Wastewater Division proposes to procure one new pump to replace one of the two existing pumps in the station. This purchase will also allow the City to maintain an operable 'spare' pump in its inventory for emergencies. Three vendors were contacted to provide pricing for this pump purchase. Two vendors provided quotes (attached) and one vendor was unable to quote the product.

Financial Impact: An appropriation in the amount of $25,000.00 is being requested from the Sewer Surplus Fund for the purchase of one pump for the Seward 1 pump station. 2021 Funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP) under project number 1WW06, Pump Overhaul/Replacement Program.

Attachments:
1. JGM Valve and Besco - Seward 1 pump

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

J.G.M. VALVE CORPORATION

1155 Welch Road
Suite D
Commerce, MI 48390

Phone: 248-926-6200
Fax: 248-926-6290
Email: Contact@jgmvalve.com

Quote

Date	Estimate #
5/7/2021	21-14957

Name / Address
Fairfield, City of Public Utilities 4799 Groh Lane Fairfield, OH 45014

Terms	Good Thru	Rep	Account #	FOB	Project
Prepaid	6/6/2021	MS		Montesano WA	

Item	Description	Qty	Rate	Total
SE6W3-115	Vaughan Model SE6W3-115 Submersible Chopper Pump with 25HP, 1170 RPM, 460V/3Ph/60Hz, 50ft of cable Motor, Rated for 1200 GPM @ 43' TDH (Duplicate to SN 123470)	1	24,678.00	24,678.00T
DLV	12-14 weeks A.R.O. Lead times are "Subject to prior sales" at time of quotation and can not be guaranteed. F.O.B.: Shipping Point ** PLUS FREIGHT **		0.00	0.00T
	MICHIGAN STATE SALES		~~6.00%~~	~~1,480.68~~

ALL CREDIT CARD ORDERS ARE SUBJECT TO A 5% PROCESSING FEE.

Total ~~$26,158.68~~

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Beckman Environmental Services
4259 Armstrong Blvd
Batavia, OH 45103
513-752-3570
sales@bescosales.com

BESCO

ADDRESS	SHIP TO	SHIP VIA	Best Way	ESTIMATE	2731
FAIRFIELD, CITY OF CITY OF FAIRFIELD 5350 PLEASANT AVENUE FAIRFIELD, OH 45015	FAIRFIELD, CITY OF CITY OF FAIRFIELD 4799 GROH LANE FAIRFIELD, OH 45014			DATE	05/06/2021

PO
TBD

QTY	DATE	DESCRIPTION	RATE	AMOUNT
1		Vaughan Model SE6W3-115 Submersible Chopper Pump with 25HP, 1170 RPM, 460V/3Ph/60Hz, 50ft of cable Motor, Rated for 1200 GPM @ 43' TDH (Duplicate to SN 123470) 12-14 weeks A.R.O. Includes Freight Lead times are "Subject to prior sales" at time of quotation and can not be guaranteed.	34,100.00	34,100.00T

SUBTOTAL	34,100.00
TAX	0.00
TOTAL	**$34,100.00**

Accepted By

Accepted Date

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Right of Way Appropriation for Route 4, Michael Lane & Camelot Drive Intersection Improvements
Legislation Title:
Right of Way Appropriation for Route 4, Michael Lane & Camelot Drive Intersection Improvements (BUT-4-3.56 PID 108270)

Recommendation:
It is recommended that City Council authorize the appropriation of funds as listed in the financial impact.

Background/Synopsis:

It is necessary for City Council to authorize the funding for the acquisition of right of way for the Route 4 / Michael Lane / Camelot Drive Intersection Improvements (BUT-4-3.56 PID 108270).

3 WD	Kennedy Centre, Inc.	$22,869.48
5 WD1 / WD2 / T1 / T2	Wellesley – Fairfield, LLC.	$16,800.00
6 WD / T / U / S	Bradley J. Abbey and Kimberly J. Megginson	$138,601.00
8 T	Diplomat Holdings Group LLC.	$322.00

Briggs Creative Services, LLC is negotiating right of way on behalf of the City and BCS has the required ODOT qualifications.

This project is identified in the current 2020-2024 Capital Improvement Program as 0PW27. ODOT will be funding approximately 90% of eligible costs for engineering, right of way, and construction.

The acquisition costs will be reimbursed up to the cap for this project. $86,434.00 was appropriated last year for 5 parcels. ODOT will reimburse up to $206,964.00 for the right of way phase of this project so approximately 70% of all of the property acquisition will be paid with the federal grant from the Highway Safety Improvement Program (HSIP).

The intersection has been identified by the City as an intersection in need of realignment in order to eliminate the existing offset condition of the side streets. It is the City's desire to realign the intersection to allow for protected left turns on Route 4 and better coordination between this traffic signal and other traffic signals on Route 4.

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Route 4 is part of the National Highway System (NHS). The City was granted permission from ODOT to perform engineering and construction administration on this project as it progresses.

Financial Impact:

$188,592.48 from the Street Improvement Fund ($178,592.48 for real estate plus $10,000.00 for residue survey fees and contingency items) for the purchase and closing of multiple parcels from several different ownerships.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Route 4 and Michael-Camelot Concept

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Choice One

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500

SR 4 AND CAMELOT DRIVE INTERSECTION IMPROVEMENTS
CITY OF FAIRFIELD

REVISIONS:

FILE NAME: REVISED OD

DRAWN BY: MKG

CHECKED BY: CCE

PROJECT NO: BUTFAI170

DATE: 1/4/201

SHEET NUMBER

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - May 24, 2021

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
North Trace and Aquatic Cntr Roof (Parks)

Legislation Title:
North Trace and Aquatic Center Roof (Parks)

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $31,930 from the Capital Improvement Fund for this project.

Background/Synopsis:
This request is for the shingled roof replacement at the North Trace Golf Clubhouse and the Aquatic Center Pool House due to age and condition. Three Companies were asked to quote this project. Don Snider Roofing LLC quoted $14,080 for the North Trace and $15,850 for the Aquatic Center ($29,930 total), The C and J roofing Company quoted $16,850 for North Trace and $17,890 for the Aquatic Center ($34,740 total), And Ray St. Clair Roofing was asked to quote the project but they were over 30 days out to schedule an appointment to look at the project due to their current work load. Don Snider Roofing LLC was chosen due to price.

Financial Impact:
$31,930 ($14,080 for the North Trace roof + $15,850 for the Aquatic Center roof + $2,000 for contingencies)
This project is listed in the 2021 CIP as # 1FC51 Parks Buildings Repairs and Upgrades (Parks) ($30,000).
The additional $1,930 will utilize funding from Public Works Repairs and Upgrades – Fire Alarm listed in the 2021 CIP as # 1FC61 ($60,000).

Emergency Provision Explanation:
Rules Suspension is being requested to facilitate this project.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Attachments:
1. Snider North Trace
2. Snider Aquatic Roof
3. CandJ North Trace
4. CandJ Aquatic Roof

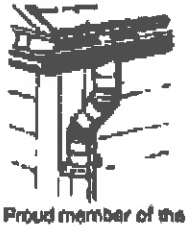
Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

* Option replace all missing shingles $300.00

Proposal

DON SNIDER ROOFING, LLC
INSULATION, SIDING & GUTTERS
6840 Yankee Road
Liberty Township, Ohio 45044
(513) 777-5581 Fax: (513) 777-1923
513-398-2037 • 513-738-1800
donsniderroofing@yahoo.com
www.donsniderroofing.com

"When quality counts, count on us"



Proud member of the
Better Business Bureau and Angie's List

SUBMITTED TO: City of Fairfield - Brian Bax
2685 Augusta Blvd.
Fairfield, Ohio 45014

Telephone: (513) 404-2405

PROPOSAL

NUMBER: 308

DATE: 5-4-2021

*Start within 2-3 day(s) notice. Completion 2 day(s)

WORK TO BE PERFORMED AT: Same (By golf course)

WE PROPOSE TO FURNISH ALL THE MATERIAL AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

- ☐ REROOF (LAY NEW SHINGLES OVER TOP OF THE OLD ROOF) PRICE IS $ _____.
- ☑ TEAR-OFF (ALL EXISTING SHINGLES WILL BE TORN OFF AND HAULED AWAY FROM JOB SITE).
- ☑ ANY BAD WOOD WILL BE REPLACED AS NEEDED AT $25.00 PER 4'X8' SHEET, PLUS THE COST OF WOOD.
- ☐ ANY BAD 1'X5' WILL BE REPLACED AS NEEDED AT $3 PER FOOT, PLUS THE COST OF WOOD.
- ☑ NEW 15 LB. FELT PAPER WILL BE INSTALLED OVER EXISTING ROOF DECK.
- ☑ INSTALL ICE AND WATER SHIELD AT ALL VALLEY AREAS.
- ☑ INSTALL 140 FEET OF 29 GAUGE PREPAINTED VALLEY OR WEST COAST CUT. Included
- ☑ INSTALL ICE AND WATER SHIELD AT ALL GUTTER LINES CODE.
- ☑ INSTALL 230 FEET OF GUTTER APRON CODE.
- ☐ INSTALL — FEET OF DRIP EDGE ON GABLE ENDS.
- ☑ A NEW OWENS CORNING ____ YEAR (UNLESS NOTED) FIBER GLASS SHINGLE WITH A CLASS 'A' FIRE RATING AND 60 MPH WIND RESISTANCE WARRANTY WILL BE INSTALLED IN A PROFESSIONAL MANNER.
- ☐ CHIMNEYS WILL BE RESTEPPED AND COUNTER FLASHED, WITH ALL POCKETS SOLDERED AND PAINTED.
- ☐ EXISTING CHIMNEY CAP IS CRACKED WILL RECEIVE NEW GE ENDURIS SILICONE ON TOP OF EXISTING CEMENT.
- ☐ INSTALL NEW VELUX SKY LIGHT AND NEW FLASHING KIT.
- ☐ REFLASH HEAT STACK PROPERLY.
- 5 ☑ ~~INSTALL NEW~~ EXAUST VENT ~~AND~~ REFLASH PROPERLY
- ☐ INSTALL (2) 4" & (2) 3" SOIL PIPE FLANGES.
- ☑ INSTALL Replace FEET OF RIDGEVENT OR 3 BOX VENTS FOR PROPER VENTILATION.
- ☑ ALL GUTTERS WILL BE CLEANED AND RESEALED AS NEEDED. NO WARRANTY UNLESS REPLACED WITH NEW.
- ☑ 10 YEARS WARRANTY ON WORKMANSHIP.

OPTIONAL DURATION SERIES
130 mph Limited Lifetime Warranty Architectual Shingle
add to price at bottom

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of Fourteen Thousand Eighty Dollars dollars ($ 14,080.00 .)

Payment to be made as follows: **Payment upon completion. Add 3% for all credit card transactions.**

If Proposal is accepted, please sign and return one copy.

Authorized Signature Don Snider Date _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Don Snider Roofing will not be responsible for the following while performing work: satellite dish signals, drywall/plaster no trim or interior work done or items hanging on walls.

Date of Acceptance X _____

Signature X _____

Signature _____

Any unforeseen problems will be brought to the homeowner's attention and addressed on a seperate proposal.

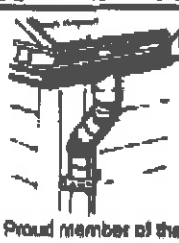
Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Option Install new aluminum in mercy front porch where all bowed out

Proposal below dormers

DON SNIDER ROOFING, LLC
INSULATION, SIDING & GUTTERS
6840 Yankee Road
Liberty Township, Ohio 45044
(513) 777-5581 Fax: (513) 777-1923
513-398-2037 • 513-738-1800
donsniderroofing@yahoo.com
www.donsniderroofing.com

"When quality counts, count on us"



Proud member of the
Better Business Bureau and Angie's List

SUBMITTED TO: City of Fairfield - Brian Roe
2650 Dunwin Blvd.
Fairfield, Ohio 45014

Telephone: (513) 404-2405

PROPOSAL

NUMBER: 308

DATE: 5-4-2021

*Start within 2-3 day(s) notice. Completion 3 ___ day(s)

WORK TO BE PERFORMED AT: (same) By pool house

WE PROPOSE TO FURNISH ALL THE MATERIAL AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

- ☐ REROOF (LAY NEW SHINGLES OVER TOP OF THE OLD ROOF) PRICE IS $ _____.
- ☑ TEAR-OFF (ALL EXISTING SHINGLES WILL BE TORN OFF AND HAULED AWAY FROM JOB SITE).
- ☑ ANY BAD WOOD WILL BE REPLACED AS NEEDED AT $25.00 PER 4'X8' SHEET, PLUS THE COST OF WOOD.
- ☐ ANY BAD 1'X6' WILL BE REPLACED AS NEEDED AT $3 PER FOOT, PLUS THE COST OF WOOD.
- ☑ NEW 15 LB. FELT PAPER WILL BE INSTALLED OVER EXISTING ROOF DECK.
- ☑ INSTALL ICE AND WATER SHIELD AT ALL VALLEY AREAS.
- ☑ INSTALL 140 FEET OF 29 GAUGE PREPAINTED VALLEY OR WEST COAST CUT. Included
- ☑ INSTALL ICE AND WATER SHIELD AT ALL GUTTER LINES CODE.
- ☑ INSTALL 230 FEET OF GUTTER APRON CODE.
- ☐ INSTALL — FEET OF DRIP EDGE ON GABLE ENDS.
- ☑ A NEW OWENS CORNING ___ YEAR (UNLESS NOTED) FIBER GLASS SHINGLE WITH A CLASS 'A' FIRE RATING AND 130 MPH WIND RESISTANCE WARRANTY WILL BE INSTALLED IN A PROFESSIONAL MANNER.
- ☐ CHIMNEYS WILL BE RESTEPPED AND COUNTER FLASHED, WITH ALL POCKETS SOLDERED AND PAINTED.
- ☐ EXISTING CHIMNEY CAP IS CRACKED WILL RECEIVE NEW GE ENDURIS SILICONE ON TOP OF EXISTING CEMENT.
- ☐ INSTALL NEW VELUX SKY LIGHT AND NEW FLASHING KIT.
- ☑ REFLASH HEAT STACK PROPERLY.
- ☐ INSTALL NEW EXAUST VENT AND REFLASH PROPERLY
- ☑ INSTALL 3 ___ 3 ___ SOIL PIPE FLANGES.
- ☐ INSTALL — FEET OF RIDGEVENT OR — BOX VENTS FOR PROPER VENTILATION.
- ☑ ALL GUTTERS WILL BE CLEANED AND RESEALED AS NEEDED. NO WARRANTY UNLESS REPLACED WITH NEW.
- ☑ 10 YEARS WARRANTY ON WORKMANSHIP.

OPTIONAL DURATION SERIES
130 mph Limited Lifetime Warranty Architectual Shingle
add — to price at bottom

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of Fifteen Thousand Eight Hundred Fifty Dollars dollars ($ 15,850.00 .)

Payment to be made as follows: **Payment upon completion. Add 3% for all credit card transactions.**

If Proposal is accepted, please sign and return one copy.

Authorized Signature Don Snider Date _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Don Snider Roofing will not be responsible for the following while performing work: satellite dish signals, drywall/plaster no trim or interior work done or items hanging on walls.

Date of Acceptance X _____

Signature X _____

Signature _____

Any unforeseen problems will be brought to the homeowner's attention and addressed on a separate proposal.

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

C & J Roofing Company, Inc.

2960 Dixie Highway
Hamilton, Ohio 45015
Phone (513) 867-1900 Fax (513) 867-1341

66457

5-13-2021

Customer:
City Of Fairfield C/O Brian Rose
8870 North Gilmore Road
Fairfield Ohio 45014
PHONE: 513-404-2405

Jobsite: Golf Course
2605 Augusta Blvd.
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Mr. Rose,

We hereby propose to furnish all the materials and perform all of the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

ENTIRE CLUB HOUSE OF GOLF COURSE

*Tear off, dispose of existing roofing and replace with the following.
*Install new Owens Corning Duration Series Dimensional Shingles. COLOR OF CHOICE.
*Install new Certainteed Roofrunner Synthetic felt paper.
*Install ice and water shield on all eaves.
*Install pre-finished aluminum t-style drip edge on gables and eaves. ALMOND
*Install two new -3" neoprene / aluminum pipe vent cover on plumbing vents.
*Re-flash three existing heat stack covers.
*Replace four existing 8" roof vents with new pre-finished Lomanco 750 aluminum roof vents.
*Install new 29 gauge Rezibond step and counter flashing around two exhaust boxes.
*Install new 26 gauge pre-finished w-valleys.
*Install new Rezibond step and counter flashing in walls.
*Remove and reset one satellite dish. To be programmed by other if needed.
*Install three new split electric boot around the electric lead in and pipes.
*Remove three flag poles on dormers and leave them off.

****NOTE: ANY SHHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF $4.00 PER foot for 1"BYE MATERIAL" $40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

$16,850.00 Dollars

Terms: **A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 5% processing fee will be added**
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty / will issue manufactures certificate.

Sincerely,
C&J ROOFING COMPANY
Kevin L Clark
Kevin L Clark / President
KLC / klc

Customer Signature:_____ Date: _____

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

C & J Roofing Company, Inc.

2960 Dixie Highway
Hamilton, Ohio 45015
Phone (513) 867-1900 Fax (513) 867-1341

66458

5-13-2021

Customer:
City Of Fairfield C/O Brian Rose
8870 North Gilmore Road
Fairfield Ohio 45014
PHONE: 513-404-2405

Jobsite: Pool House
2605 Augusta Blvd.
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Mr. Rose,

We hereby propose to furnish all the materials and perform all of the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

ENTIRE ROOF ON AQUATIC CENTER

*Tear off, dispose of existing roofing and replace with the following.
*Install new Owens Corning Duration Series Dimensional Shingles. COLOR OF CHOICE.
*Install new Certainteed Roofrunner Synthetic felt paper.
*Install ice and water shield on all eaves.
*Install pre-finished aluminum t-style drip edge on gables and eaves. ALMOND
*Install three new -3" neoprene / aluminum pipe vent cover on plumbing vents.
*Re-flash one existing heat stack cover.
*Install 40" of Lomanco Shingle over ridge vent with new ridge cap shingles.
*Install new 26 gauge pre-finished w-valleys.
*Install new Rezibond step and counter flashing in walls.
*Remove three flag poles on dormers and leave them off.

****NOTE: ANY SHHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF $4.00 PER foot for 1"BYE MATERIAL" $40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

$17,890.00 Dollars

Terms: **A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 5% processing fee will be added**
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty / will issue manufactures certificate.

Sincerely,
C&J ROOFING COMPANY
Kevin L Clark
Kevin L Clark / President
KLC / klc

Customer Signature:_____ Date: _____

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - May 24, 2021

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:
Fairfield Aquatic Center Maintenance and Repairs

Legislation Title:
Fairfield Aquatic Center Maintenance and Repairs

BACKGROUND/SYNOPSIS: The appropriation of funds for miscellaneous improvements and repairs at the Fairfield Aquatics Center is an annual expenditure that is funded under the Capital Improvement Program (CIP). The funds are needed to provide the necessary equipment and labor for the replacement of the siding on dormers at the Fairfield Aquatics Center. Removal is necessary due to the deterioration of structures and for the safety of patrons. The cost for replacement is $5,000. Funds are also needed for the replacement of deck chairs, patio seating and miscellaneous items for the Fairfield Aquatic Center. The cost for replacement is $20,000. These items are programmed in the 2021 CIP as 1RC10.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of $25,000 for the purchase of materials and services for the 2021 projects.

FINANCIAL IMPACT: An appropriation of $25,000 will be needed to purchase materials and services to complete projects.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary projects to be completed for the 2021 season.

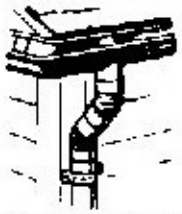
Attachments:
1. SniderRoofPoolDormers

Attachment: NonContractualAppropriations.052421 (1858 : Non-Contractual Appropriations)

Proposal

"When quality counts, count on us"

DON SNIDER ROOFING, LLC
INSULATION, SIDING & GUTTERS
6840 Yankee Road
Liberty Township, Ohio 45044
(513) 777-5581 Fax: (513) 777-1923
513-398-2037 - 513-738-1800
donsniderroofing@yahoo.com
www.donsniderroofing.com



Proud member of the
Better Business Bureau and Angie's List

SUBMITTED TO: City of Fairfield - Brian Rose
2665 Augusta Blvd.
Fairfield, Ohio 45014

Telephone: (513) 404-2405

PROPOSAL

NUMBER: 308

DATE: 5-4-2021

*Start within 21-28 day(s) notice. Completion 3-4 day(s)

WORK TO BE PERFORMED AT: Same By Pool

* Tear off siding on (5) dormers & haul away
* Install new tyvek house tape on all (5)
* Install new James hardie board & paint color of your choice or do pre-painted if you know color would be best
* Install all new aluminum trim on same (5) dormers color of your choice

Five year on workman-ship

* No warranty given on repair work unless stated above. Another service charge will apply if problem persists.

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of Five Thousand & Xx/100 dollars ($ 5,000.00 .)

Payment to be made as follows: **Payment upon completion. Add 3% for all credit card transactions.**

If Proposal is accepted, please sign and return one copy.

Authorized Signature Don Snider Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Don Snider Roofing will not be responsible for the following while performing work: satellite dish signals, drywall/plaster no trim or interior work done or items hanging on walls.

Date of Acceptance X

Signature X

Signature

Any unforeseen problems will be brought to the homeowner's attention and addressed on a separate proposal.

ORDINANCE NO. _____

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

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

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

From:	**Unappropriated Street Improvement Fund**	**$188,593**
To:	40116025-251000 Land *(Right-of-Way Acquisition for Route 4, Michael Ln & Camelot Dr 1PW27)*	$188,593
From:	**Unappropriated Capital Improvement Fund**	**$80,500**
To:	40216025-252000 Improvements Other Than Bldg. *(Storm Sewer Cleaning 1PW03 ($10,070); North Trace and Aquatic Cntr Roof Replacements (Parks) 1FC51 ($31,930); 2021 Parking Lot Maintenance 1PW12 - Sealing & Striping ($38,500))*	$80,500
From:	**Unappropriated Water Surplus Fund**	**$23,250**
To:	60516025-252000 Improvements Other Than Bldg. *(Walkway Improvements 1WT22 ($14,750); 2021 Parking Lot Maintenance 1PW12 - Sealing & Striping ($8,500))*	$23,250
From:	**Unappropriated Sewer Surplus Fund**	**$25,000**
To:	62416025-252000 Improvements Other Than Bldg. *(Seward 1 Pump Station Overhaul 1WW06)*	$25,000

Attachment: Non Contractual 5-24-Ord (1858 : Non-Contractual Appropriations)

From:	**Unappropriated Recreational Facilities Fund**	**$36,000**
To:	64052025-252000 Improvements Other Than Bldg. *(Aquatic Center Maintenance and Repairs 1RC10 ($25,000); South Trace Patio Expansion 1RC13 ($11,000))*	$36,000

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Non Contractual 5-24-Ord

Attachment: Non Contractual 5-24-Ord (1858 : Non-Contractual Appropriations)