

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 10, 2021 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

1. COUNCIL-MANAGER BRIEFING

A. 6:00 PM - Fire Department Staffing 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

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held April 26, 2021

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

B. DEVELOPMENT SERVICES COMMITTEE

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

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC WORKS COMMITTEE

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

F. PUBLIC UTILITIES COMMITTEE

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

G. FINANCE & BUDGET COMMITTEE

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

11. NEW BUSINESS

Motion to read all New Business by title only.

A. PUBLIC SAFETY COMMITTEE

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

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Israel Innovation Fund LLC dba Consumer Wines Spirits, 33 Donald Drive, Fairfield, OH 45014 (Permit Class B5).
2. 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).

B. PUBLIC WORKS COMMITTEE

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

1. Ordinance to authorize the Acting City Manager to enter into a contract with Digital Visions LLC for the City Wide Card Access System Upgrade.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

3. 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.

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

C. PUBLIC UTILITIES COMMITTEE

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

1. 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.

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

D. FINANCE & BUDGET COMMITTEE

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

1. Resolution Establishing the Transformative Economic Development Fund 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: \$90,000 for purchase of 4152 Port Union Road; \$92,751 for City Wide Card Access System upgrade; \$321,150 for purchase of vehicles for various city departments; \$130,795 for outfitting of snow plow truck (Street Division).

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

3. 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: \$7,200 for Wastewater Division Instrumentation

Replacement Equipment; \$9,600 for Wastewater Plant Concrete Repairs; \$13,000 for Wastewater Plant Walkway Grating; \$14,966 for Primary Tank Overhaul - Wastewater Division; \$30,000 for Recreational Facilities Beautification and Landscaping; \$10,000 for CCTV cameras for Central Traffic System; \$70,000 for Elisha Morgan Mansion Outdoor Event Space (various vendors); \$49,600 for smart water meters; \$11,000 for Muskopf BPS Pump 2 Check Valve; \$48,500 for engineering services for Water Plant expansion project.

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

12. 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

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
April 26, 2021**

Council-Manager Briefing

A. 6:00 PM - Redevelopment Discussion & City Manager Selection Process

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, John Clemmons, Jake Burton, Steve Maynard, Ben Mann, Carol Mayhall, Tiphonie Howard, Greg Kathman, Adam Sackenheim and Nathaniel Kaelin.

Assistant City Manager Scott Timmer presented information regarding the establishment of a redevelopment fund and options for adding funds to it. See attached slides.

Council discussed whether or not to hire a search firm before interviewing an internal candidate. It was decided that each councilmember would submit their top 3 search firms and Mayor Miller would tally the votes to figure out the top 2. Those top 2 search firms will be scheduled for an interview with Council next week and the process will move forward from there.

Redevelopment Fund Slides

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Paullus 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 Woeste, moved to add a simple motion regarding City Manager qualifications to the agenda. Motion carried 7-0.

Executive Session Requests

None.

Special Presentations and Citizen Comments

- a. Police Department Ceremonial Oath of Office - Officers Kyle Allen, Olivia Eckstein, Robert Hickman, Sarah Finley and Michael Major

Mayor Miller administered the ceremonial oath of office to Officers Allen, Eckstein, Hickman, Finley and Major. Police Chief Steve Maynard welcomed the officers to the department.

- b. Arbor Day Proclamation

Vice Mayor Besl presented the Arbor Day Proclamation to Environmental Commission member Kert Radel.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of April 12, 2021 were approved as written and submitted.

OLD BUSINESS AND REPORTS

None.

NEW BUSINESS

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

Development Services Committee

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

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 ART Metals Group and CMPCO Real Estate, LLC, to include an expansion to an existing facility located at 3795 Symmes Road, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 47-21. APPROVED 7-0.

Minutes Acceptance: Minutes of Apr 26, 2021 7:00 PM (Approval of Minutes)

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

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

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

Ordinance to authorize the Building Superintendent to waive building permit fees related to building improvements at Building 1 of Fairfield Commerce Park 9240 Seward Road and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 48-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Woeste presented the first reading of this ordinance.

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

Community & Public Relations Committee

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

Simple Motion: Motion to adopt criteria for appointment of the City Manager as presented herewith and that the criteria be published on the city website and provided to any candidates or consultant hired to assist in the selection process.

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

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

Parks, Recreation and Environment Committee

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

Ordinance to authorize the Acting City Manager to execute a contract with Brandstetter Carroll, Inc for the final engineering and structural design plans of Harbin Park Phase 1 Improvements and declaring an emergency

Recommendation:

It is recommended that the City Council authorize an appropriation of \$29,000.00 from the CIP project 1PR10 and that Council authorize the City Manager to enter into a contract with Brandstetter Carroll, Inc. to complete the final engineering and structural design plans of the Harbin Park Phase 1 Improvements.

Councilmember Senger thanked Parks & Recreation Director Howard and Councilmember Besl for their leadership on this project.

ORDINANCE NO. 49-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Besl presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Leslie Besl, Council Member, 1st Ward
SECONDER:	Terry Senger, Councilmember, 3rd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Public Safety Committee

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

1. Comments

Councilmember Scharringhausen commented that the City is very proud of its police department and thanked the officers for their dedication. He stated that it is important right now to show support of the officers for the great work they do.

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Berd Grill and Bar LLC, dba Berds Grill & Bar, 500 Wessel Drive, Fairfield, OH 45014 (Permit Class D1, D2, D3 & 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 Berd Grill and Bar LLC, dba Berds Grill & Bar, 500 Wessel Drive, Fairfield, OH 45014 (Permit Class D1, D2, D3 & D6).

SIMPLE MOTION NO. 8-21. 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 KD Grocery LLC dba Namaste Grocery, 500 Kolb Drive, Fairfield, OH 45014 (Permit Class C1).

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 KD Grocery LLC dba Namaste Grocery, 500 Kolb Drive, Fairfield, OH 45014 (Permit Class C1).

SIMPLE MOTION NO. 9-21. APPROVED 7-0.

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

Ordinance to authorize the Acting City Manager to execute a Contractual Agreement with Winbourne Consulting for Services Related to the Selection and Implementation of a New CAD/RMS System and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into an agreement with Winbourne Consulting, LLC, for consulting services related to the Police Department's selection of a new CAD/RMS system. The cost of the project is \$169,230.00 and will be funded through Capital Improvement Project 1PD03.

ORDINANCE NO. 50-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Scharringhausen presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Mark Scharringhausen, Council Member at Large
SECONDER:	Terry Senger, Councilmember, 3rd Ward
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 Statewide Ford Mercury Inc. for the replacement of four (4) Police Patrol Vehicles 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 \$141,352 from the Capital Improvement Fund for the purchase of (4) Ford Police Pursuit SUV Interceptors. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Statewide Ford Mercury Inc., Van Wert, Ohio for the purchase of these vehicles.

ORDINANCE NO. 51-21. APPROVED 7-0.

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

Ordinance to authorize the Acting City Manager to enter into a contract with Rush Truck Centers for the purchase of an International 7400 HV507SFA tandem axle truck cab and chassis for the Street Division.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$93,509 from the Capital Improvement Fund for the purchase of an International 7400 HV507 tandem axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Rush Truck Centers., Cincinnati, Ohio for the purchase of this unit.

ORDINANCE NO. 52-21. 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

Finance & Budget Committee

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

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 115-20 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of this Ordinance and adopt this as an emergency inasmuch as the new structure will take effect April 1, 2021.

ORDINANCE NO. 53-21. APPROVED 7-0.

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

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

Recommendation:

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

ORDINANCE NO. 54-21. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

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

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. 55-21. 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 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, May 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, June 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

No Executive Session.

14. ADJOURNMENT

Minutes Acceptance: Minutes of Apr 26, 2021 7:00 PM (Approval of Minutes)

The Regular Meeting adjourned at 7:30 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Apr 26, 2021 7:00 PM (Approval of Minutes)



Transformative Economic Development

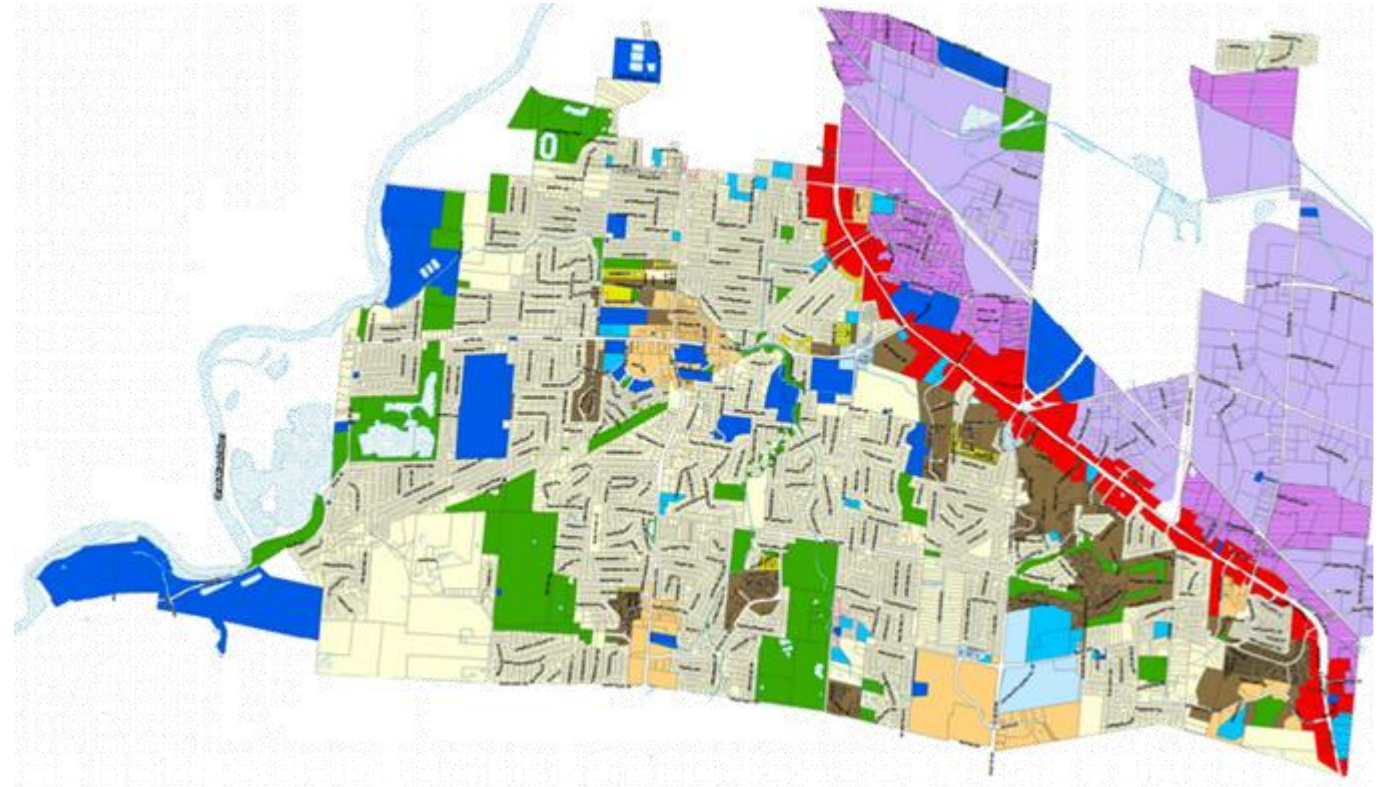
Scott Timmer, Assistant City Manager | Greg Kathman, Development Services Director

Agenda

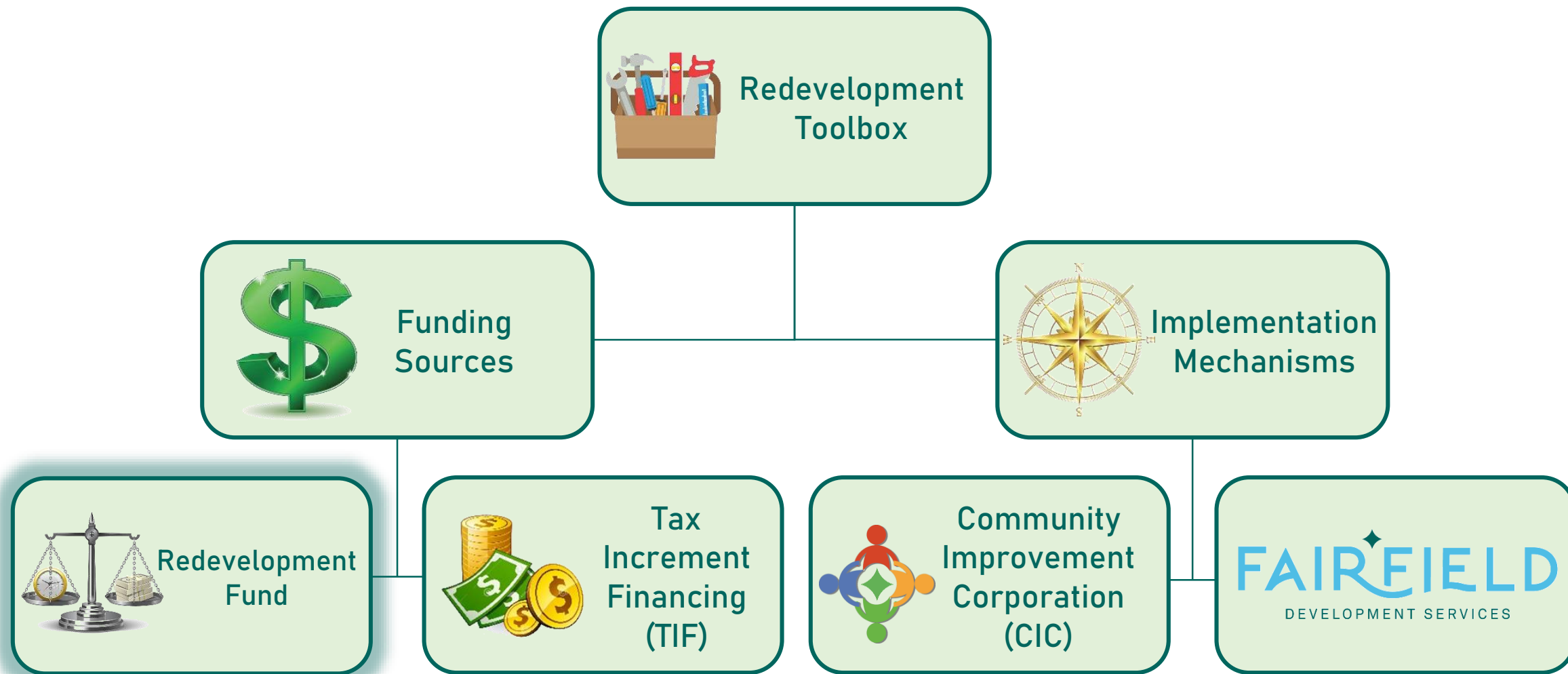
- Value Proposition
- Goal Alignment
- Funding Strategy
- Next Steps

Value Proposition

- Transformative economic development will provide a critical, strategic framework for future growth and redevelopment resources to ensure a high quality of life can be sustained for years to come with a focus on:
 1. Job Creation
 2. Business Recruitment & Retention
 3. Strategic Properties
 4. Blight Removal



Value Proposition: Redevelopment Toolbox



Minutes Acceptance: Minutes of Apr 26, 2021 7:00 PM (Approval of Minutes)

Goal Alignment

- Land Use and Zoning
 - ✓ Town Center – Goal TC-5 – Promote the continued revitalization of the aging commercial areas within the Town Center.
 - ✓ Route 4 Corridor – Goal R4-1 – Promote the continued revitalization of this vital commercial corridor.

FAIRFIELD
FORWARD



Goal Alignment

- Economic Development

- ✓ Goal ED-2 – Promote the revitalization of aging and deteriorating commercial areas.
- ✓ Goal ED-3 – Encourage investment and development in existing areas of the city through the promotion of mixed-uses, increased densities, infill development, and adaptive reuse of existing buildings that promote walkable developments, including residential and non-residential uses, that will create vibrant centers of activity.

FAIRFIELD
FORWARD



Funding Strategy

- Transformative Economic Development Fund
 - ✓ Initial Funding
 - 1DV01: \$150,000
 - ✓ Sustainable Funding Model
 - Unanticipated Revenue



Unanticipated Revenue Model

- 2021 Example

2021 General Fund Original Budgeted Revenue:	\$31,045,664
2021 General Fund Actual Revenue Received*:	\$32,045,664
2021 Unanticipated Revenue:	\$ 1,000,000
20% of Unanticipated Revenue:	\$ 200,000

80% of Unanticipated Revenue is maintained in the General Fund to support continued operations and/or Capital Improvement Program (CIP) needs.

- 2011-2020 Average at 20% = \$385,483 per year

**Note: Actual Revenue Received is strictly an estimation for calculation purposes; not a forecast of actual revenue anticipated for 2021*

Next Steps

- May 10, 2021 – Resolution to establish the Transformative Economic Development Fund
- May 11, 2021 – Request fund approval from the Ohio Auditor of State
- May 24, 2021 – Appropriate \$150,000 transfer from the General Fund to TED Fund (1DV01)
- January-February 2022 – Calculate unanticipated revenue; complete transfer
- Ongoing
 - ✓ Identification of redevelopment opportunities
 - ✓ Strategize utilization of the Community Improvement Corporation (CIC)





City Council Action Item
Regular Meeting - May 10, 2021

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Israel Innovation Fund Liquor Permit

Legislation Title:

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).

Background/Synopsis: The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a B5 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. IsraelInnovationFund.LiquorPermit

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



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

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 4/22/21

Attached is a liquor permit application in the name of Israel Innovation Fund LLC dba Consumer Wines Spirits, 33 Donald Drive, Fairfield, OH 45014 (Permit Classes: B5).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, May 3, 2021.**

This item will be added to Council's Regular Meeting agenda of Monday, May 10, 2021.

Thank you for your assistance.

c: Don Bennett, Acting City Manager
File

Attachment: IsraelInnovationFund.LiquorPermit [Revision 1] (1839 : Israel Innovation Fund Liquor Permit)

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

TO

4150000		NEW		ISRAEL INNOVATION FUND LLC DBA CONSUMER WINES SPIRITS 33 DONALD DR FAIRFIELD OH 45014
PERMIT NUMBER		TYPE		
ISSUE DATE				
04 13 2021				
FILING DATE				
B5				
PERMIT CLASSES				
09	011	A	C91755	
TAX DISTRICT		RECEIPT NO.		

FROM 04/15/2021

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



MAILED 04/15/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/17/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
 REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 4150000**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
 THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
 5350 PLEASANT AV
 FAIRFIELD OHIO 45014

Attachment: IsraelInnovationFund.LiquorPermit [Revision 1] (1839 : Israel Innovation Fund Liquor Permit)



Department of Commerce

Division of Liquor Control

Sheryl Maxfield, Director

Mike DeWine, Governor
Jon Hustad, Lt. Governor

Dear Local Legislative Authority Official:

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

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

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

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

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

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

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

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

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

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider

FAIRFIELD

O H I O

DEPARTMENTAL CORRESPONDENCE

Date: 4/22/2021

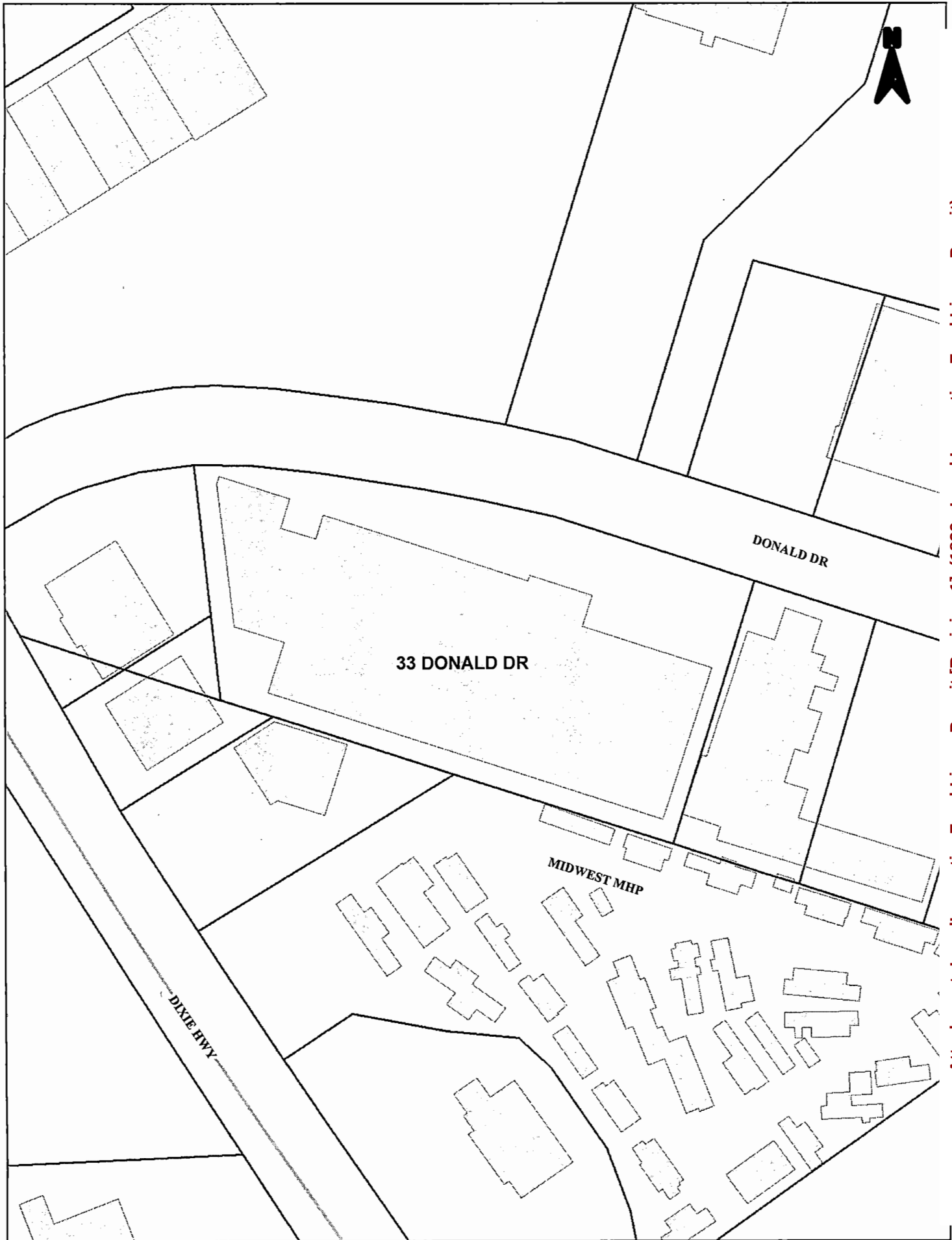
To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director *GK*

Subject: Liquor Permit Application

The business at 33 Donald Drive in the name of Israel Innovation Fund LLC and doing business as Consumer Wines Spirits is in the M-2, General Industrial District. A warehouse for the storage, wholesale or distribution of merchandise and materials is a permitted use in the M-2 zoning district. The consumption of alcohol on-site is not permitted.

Attachment: IsraelInnovationFund.LiquorPermit [Revision 1] (1839 : Israel Innovation Fund Liquor Permit)



Attachment: IsraelInnovationFund.LiquorPermit [Revision 1] (1839 : Israel Innovation Fund Liquor Permit)

NAME OF ESTABLISHMENT Israel Innovation Fund LLC

ADDRESS DBA Consumer Wines Spirits

33 Donald Drive

Fairfield, OH 45014

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

REMARKS:



Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: May 03, 2021

Attachment: IsraelInnovationFund.LiquorPermit [Revision 1] (1839 : Israel Innovation Fund Liquor Permit)



City Council Action Item
Regular Meeting - May 10, 2021

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Memorable Experiences Liquor Permit

Legislation Title:

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).

Background/Synopsis: The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for an D5 & D6 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. MemorableExperiences.LiquorPermit

DEPARTMENTAL CORRESPONDENCE

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

FROM Alisha Wilson, Clerk of Council *AW*

City
of
Fairfield



SUBJECT Request for Background Check – Liquor Permit

DATE 4/13/21

Attached is a liquor permit application in the name of Memorable Experiences dba Receptions, 5975 Boymel Drive, Fairfield, OH 45014 (Permit Classes: D5 & D6).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, May 3, 2021.**

This item will be added to Council's Regular Meeting agenda of Monday, May 10, 2021.

Thank you for your assistance.

c: Don Bennett, Acting City Manager
File

Attachment: MemorableExperiences.LiquorPermit [Revision 1] (1838 : Memorable Experiences Liquor Permit)

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

TO

5820146			TRFO	MEMORABLE EXPERIENCES DBA RECEPTIONS 5975 BOYMEL DR FAIRFIELD OHIO 45014
PERMIT NUMBER			TYPE	
06	01	2019		
ISSUE DATE				
04	05	2021		
FILING DATE				
D5 D6				
PERMIT CLASSES				
09	011	A	F25038	
TAX DISTRICT			RECEIPT NO.	

FROM 04/07/2021

7238110				RECEPTIONS INC DBA RECEPTIONS 5975 BOYMEL DR FAIRFIELD OHIO 45014
PERMIT NUMBER			TYPE	
06	01	2019		
ISSUE DATE				
04	05	2021		
FILING DATE				
D5 D6				
PERMIT CLASSES				
09	011			
TAX DISTRICT			RECEIPT NO.	



MAILED 04/07/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/10/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
 REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFO 5820146**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
 THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
 5350 PLEASANT AV
 FAIRFIELD OHIO 45014

Attachment: MemorableExperiences.LiquorPermit [Revision 1] (1838 : Memorable Experiences Liquor Permit)



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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

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

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- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

FAIRFIELD

O H I O

DEPARTMENTAL CORRESPONDENCE

Date: 4/19/2021

To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director *GK*

Subject: Liquor Permit Application

The business located at 5975 Boymel Dr., in the name of Memorable Experiences and doing business as Receptions is in the C-2, Central Business Zoning District and is a nonconforming use as a banquet hall.

Attachment: MemorableExperiences.LiquorPermit [Revision 1] (1838 : Memorable Experiences Liquor Permit)

KAY DR

CEDARWOOD DR

ROYAL OAKS COMMUNITY APARTMENTS

5975 BOYMEL DR

BOYMEL DR

KOHN DR

140 70 0 140 Feet



NAME OF ESTABLISHMENT Memorable Experiences

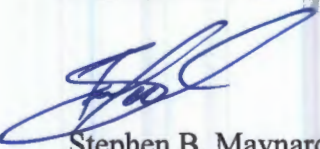
ADDRESS DBA Receptions

5975 Boymel Dr

Fairfield, OH 45014

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

REMARKS:


Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: April 30, 2021

Attachment: MemorableExperiences.LiquorPermit [Revision 1] (1838 : Memorable Experiences Liquor Permit)

**Special Report****Date:** 4/30/21**To:** Chief Maynard**From:** Sgt. Pete Lagemann**RE:** Liquor Permit Recptions

I received a liquor permit transfer application changing the permit from Receptions Inc DBA Receptions to Memorable Experiences DBA Receptions. Both permits are for the same address, 5975 Boymel Drive. The police department has had very few calls for service directly related to this business and I am not aware of any issues they have with the neighboring businesses.

I called the business and spoke to the General Manager, Landel Goebel. He said the reason for the change is the banquet hall was sold to a new owner and his company is called Memorable Experiences. There are no plans to change the business name or signage in Fairfield.

The new owner of the liquor permit will be Scott Teepe Sr. The previous owner was Dan Goebel and the General Manager was Dan's nephew, Landel Goebel. Dan Goebel is selling the business and Mr Teepe is buying the business. Mr Teepe owns the building that houses Receptions. He confirmed there are no plans to change the name or signage at the business. He does plan to invest some money to make improvements to the interior of the business by updating of the reception halls and bridal suites.

Mr Teepe is sixty-three years old and is a Cincinnati resident but also owns a home in Florida. He is a real estate investor and owns other small companies. I checked Mr Teepe through OHLEG and he has a very good driving record and shows no criminal record. We have no contact with him in CODY. His phone number is 513-309-9900.

With that, there is no reason to object to this liquor permit transfer.



City Council Ordinance
Regular Meeting - May 10, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

City Wide Card Access System Upgrade

Legislation Title:

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.

Background/Synopsis:

The current Card Access system (Keyscan) controls the valid ingress of 85 doors in virtually all City buildings. The current Windows 7 system software platform will not operate on the new Windows 10 system which is currently slated for upgrade this year. The cost to keep the current system which would require an upgrade of the physical hardware circuit boards as well as the system software would be \$73,000. Our current City wide security CCTV camera system is a Genetec system. The cost to convert the system to a Genetec system would be \$83,000. Genetec was chosen for this upgrade so that all of our security systems could be on one platform to simplify the operation and help reduce system costs for system upgrades in the future.

This request is for the City wide upgrade and installation of a Genetec Card Access System. This system is being purchased with installation complete through Digital Visions LLC, with contracts held with the General Services Administration (GSA), contract #47QSWA18D0050, utilizing Ohio Revised Code Section 9.48 (B)(3) allowing for the purchase of contract items through the federally ran General Services Administration.

Financial Impact:

\$92,751 (\$82,751 for the installation + \$10,000 for contingencies and facilities repairs and upgrades) from the Capital Improvement Fund. This project is listed in the 2021 CIP as # 1FC02 City Wide Card Access System Upgrade (\$95,000).

Emergency Provision Explanation:

Rules Suspension is being requested to facilitate the installation.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Digital Visions Genetec
2. Digital Visions-Ord



Quote

Quote Number: 386

Quote Name: Keyscan Replacement (Genetec) GSA Contract
47QSWA18D0050

Payment Terms: Due upon receipt
Expiration Date: 05/31/2021

Quote Prepared For

Brian Rose
City of Fairfield
8870 N. Gilmore Rd.
Fairfield, OH 45014
Phone:(513) 867-4209
BrianRose@Fairfield-City.org

Quote Prepared By

Dylan Fager
Digital Visions
2951 E. Kemper Rd.
Cincinnati, OH 45241
United States
Phone:513-671-3660

dfager@digitalvisionsllc.com

Item#	Quantity	Item	Unit Price	Unit Discount	Extended Price
One-Time Items					
1)	1	SY-LP1502 PUBLIC WORKS- COMPUTER ROOM Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
2)	5	SY-MR52-S3 PUBLIC WORKS- COMPUTER ROOM Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$2,975.00
3)	1	SY-LP1502 PUBLIC WORKS- SIGN SHOP Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
4)	1	SY-MR52-S3 PUBLIC WORKS- SIGN SHOP Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$595.00
5)	1	SY-LP1502 PUBLIC WORKS- TRUCK BARN Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
6)	1	SY-MR52-S3 PUBLIC WORKS- TRUCK BARN Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$595.00
7)	1	SY-LP1502 WATER TREATMENT	\$1,500.00	\$225.00	\$1,275.00

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Attachment: Digital Visions Genetec (1824 : City Wide Card Access System Upgrade)

Item#	Quantity	Item	Unit Price	Unit Discount	Extended Price
		Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)			
8)	1	SY-MR52-S3 WATER TREATMENT Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$595.00
9)	1	SY-LP1502 WT ANNEX BUILDING Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
10)	1	SY-LP1502 FIREHOUSE 31-OFFICE Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
11)	3	SY-MR52-S3 FIREHOUSE 31-OFFICE Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$1,785.00
12)	1	SY-LP1502 FIREHOUSE 31-BAY ROOM Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
13)	1	SY-MR52-S3 FIREHOUSE 31-BAY ROOM Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$595.00
14)	1	SY-LP1502 CAC- ELECTRICAL ROOM Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
15)	2	SY-MR52-S3 CAC- ELECTRICAL ROOM Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$1,190.00
16)	1	SY-LP1502 CAC- OFFICE Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
17)	1	SY-CLOUDLINK MUNICIPAL ANNEX BUILDING Synergis™ Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis™ access control firmware, four RS-485 ports, PoE.	\$1,150.00	\$172.50	\$977.50
18)	1	SY-LP1502 MUNICIPAL ANNEX BUILDING Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software	\$1,500.00	\$225.00	\$1,275.00

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Unit Discount	Extended Price
Connections included)					
19)	2	SY-MR52-S3 MUNICIPAL ANNEX BUILDING Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$1,190.00
20)	1	SY-LP1502 MUNICIPAL BUILDING Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
21)	4	SY-MR52-S3 MUNICIPAL BUILDING Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$2,380.00
22)	1	SY-CLOUDLINK JUSTICE CENTER Synergis™ Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis™ access control firmware, four RS-485 ports, PoE.	\$1,150.00	\$172.50	\$977.50
23)	1	SY-LP1502 JUSTICE CENTER Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
24)	7	SY-MR52-S3 JUSTICE CENTER Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$4,165.00
25)	1	SY-LP1502 FIREHOUSE 33 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
26)	3	SY-MR52-S3 FIREHOUSE 33 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$1,785.00
27)	1	SY-LP1502 FIREHOUSE 32- COM ROOM Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00
28)	1	SY-MR52-S3 FIREHOUSE 32- COM ROOM Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$595.00
29)	1	SY-LP1502 FIREHOUSE 32- SECOND FL. Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	\$1,500.00	\$225.00	\$1,275.00

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Item#	Quantity	Item	Unit Price	Unit Discount	Extended Price
30)	2	SY-MR52-S3 FIREHOUSE 32- SECOND FL. Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	\$700.00	\$105.00	\$1,190.00
31)	1	GSC-SY-S2P-UP Upgrade Synergis™ Base from Standard to Professional	\$2,500.00	\$375.00	\$2,125.00
32)	96	ADV-RDR-P-1Y Genetec™ Advantage for 1 Synergis™ Pro Reader – 1 year	\$13.00	\$1.95	\$1,060.80
33)	1	50100 DTC1250e Dual Sided Printer; Base Model, USB Printer with Three Year Printer Warranty (NA)**	\$3,529.00	\$529.35	\$2,999.65
34)	1	Bank of 5 Field Engineering Days Bank of 5 Field Engineering days	\$5,250.00		\$5,250.00
35)	3	Bank of 10 Field Engineering Days Bank of 10 Field Engineering days	\$10,200.00		\$30,600.00
			One-Time Total		\$82,750.45
			Subtotal		\$82,750.45
			Total Taxes		\$0.00
			Total		\$82,750.45

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER
TO ENTER INTO A CONTRACT WITH DIGITAL VISIONS, LLC
FOR THE CITY WIDE CARD ACCESS SYSTEM UPGRADE.

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 Digital Visions, LLC for the city wide card access system upgrade in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\Digital Visions-Ord

Attachment: Digital Visions-Ord (1824 : City Wide Card Access System Upgrade)



City Council Ordinance
Regular Meeting - May 10, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Vehicles (All Departments)

Legislation Title:

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.

Background/Synopsis:

This request is for the replacement of vehicles for use in the Parks, Public Works (Streets), Information Technologies, Police (Animal Control Officer), and Public Utilities (Sewer), due to age and condition. These vehicles are being purchased through Beau Townsend Ford, Vandalia, Ohio, with contracts held with the Southwestern Ohio Educational Purchasing Council (EPC) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio. The outfitting of these vehicles will be on a separate request.

Vehicle	New#	Old#	CIP	Amount	Fund	Dept
Ford Van	608	6112	1FT01	\$28,250	Capital	IT
Ford F-350	653	656	1FT51	\$38,550	Capital	Parks
Ford F-350	631	630	1FT62	\$37,200	Capital	Streets
Ford F-550	6311	634	1FT62	\$48,500	Capital	Streets
Ford F-350	6328	637	1FT62	\$34,050	Capital	Streets
Ford F-250	758	754	1FT73	\$34,450	Capital	Police
Ford F-350	643	644	1FT41	\$36,750	Sewer Sur	Sewer
Ford F-550	647	649	1FT41	\$43,400	Sewer Sur	Sewer

Financial Impact:

\$321,150 (\$221,000 for vehicles + \$15,000 for contingencies and fleet needs from the Capital Improvement Fund + \$80,150 for vehicles + \$5,000 for contingencies and fleet needs from the Sewer Surplus Fund)

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Ford 608
2. Ford 631
3. Ford 643
4. Ford 647
5. Ford 653
6. Ford 758
7. Ford 6311
8. Ford 6328
9. Beau Townsend Ford-Ord

CNGP530

VEHICLE ORDER CONFIRMATION

03/23/21 12:39:25

==>

Dealer: F472

2021 TRANSIT NA

Page: 1 of

Order No: F323 Priority: J1 Ord FIN: QF584 Order Type: 5B Price Level: 1

Ord PEP: 101A Cust/Flt Name: CITY OF F-FLD PO Number:

RETAIL

RETAIL

E1Y LR CARGO RWD \$35020

17B FXD PASS GLASS \$425

130" WHEELBASE

20A 8670# GVWR NC

YZ OXFORD WHITE

425 50 STATE EMISS NC

V VINYL

43B BACK UP ALARM 145

K PALAZZO GRAY

43R REVR SENS SYSTM NC

101A PREF EQUIP PKG

57A S/ST SWITCH DEL NC

.XL TRIM

63E DUAL BATTERIES NC

57B .MANUAL A/C NC

998 3.5L PFDI V6

TOTAL BASE AND OPTIONS 38990

44U .10-SPEED TRANS

TOTAL 38990

TC8 .235/65R16C BSW

THIS IS NOT AN INVOICE

X7L 3.73 LS 325

*TOTAL PRICE EXCLUDES COMP PR

JOB #1 ORDER

* MORE ORDER INFO NEXT PAGE *

FLEET SPCL ADJ NC

F8=Next

FRT LICENSE BKT NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC01980

CNGP530

VEHICLE ORDER CONFIRMATION

03/23/21 12:39:

==>

Dealer: F472

2021 TRANSIT NA

Page: 2 of

Order No: F323 Priority: J1 Ord FIN: QF584 Order Type: 5B Price Level: 1

Ord PEP: 101A Cust/Flt Name: CITY OF F-FLD PO Number:

RETAIL

RETAIL

64H SRW-STL W/ COVR \$35

THIS IS NOT AN INVOICE

65A BLIS W/ CTA/TC 795

*TOTAL PRICE EXCLUDES COMP PR

794 PRICE CONCESSN

REMARKS TRAILER

86F 2 ADDL KEYS 75

90D PWR OUT (400W) 475

98F FLEX FUEL CAPBL NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 38990

TOTAL 38990

F7=Prev

*PAID IN Full,**\$28,250**03-23-21*

3/25/2021

IMS2 screen capture

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:02:2

Dealer: F4721

Page: 1 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 21
 Ord PEP: 610A Cust/Flt Name: DAYTON PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
X3B F350 4X4 S/C	\$41355	\$39287.00	TRAILER TOW PKG		
148" WHEELBASE			FLEET SPCL ADJ	NC	(575.00)
Z1 OXFORD WHITE			18B PLAT RUNNING BD	445	405.00
A VNYL 40/20/40			10500# GVWR PKG		
S MEDIUM EARTH GR			425 50 STATE EMISS	NC	NC
610A PREF EQUIP PKG			43B BACKGLASS DEF	60	54.00
.XL TRIM			473 SNOW PLOW PREP	250	228.00
572 .DUAL ZONE EATC	NC	NC	512 SPARE TIRE/WHL2	NC	NC
.AMFM/MP3/CLK					
996 .6.2L EFI V8 ENG	NC	NC	TOTAL BASE AND OPTIONS	46090	40467.56
44G 10-SPD AUTOMATC	NC	NC	TOTAL	46090	40467.56
TBM LT245 BSW AT 17	165	150.00	*THIS IS NOT AN INVOICE*		
X3E 3.73 ELOCKING	390	355.00			
90L PWR EQUIP GROUP	915	832.00	* MORE ORDER INFO NEXT PAGE *		
JOB #1 BUILD			F8=Next		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC01980

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:02:4

Dealer: F4721

Page: 2 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 2:
 Ord PEP: 610A Cust/Flt Name: DAYTON PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
52B BRAKE CONTRLLR	\$270	\$245.00	TOTAL BASE AND OPTIONS	\$46090	\$40467.56
TELE TT MIR-PWR			TOTAL	46090	40467.56
59H HI MNT STOP LMP	NC	NC	*THIS IS NOT AN INVOICE*		
JACK			+ 1 Additional Key / + Bed Liner by L-X		
66S UPFITTER SWCH	165	150.00			
67D 200/240 AMP ALT	NC	NC			
76C EX BACKUP ALARM	140	128.00			
86M DUAL BATTERY	210	191.00			
92A PRIVACY GLASS	30	28.00			
SP DLR ACCT ADJ		(1507.00)			
SP FLT ACCT CR		(1222.00)			
FUEL CHARGE		16.56			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1695	1695.00			

#5 PAID IN FULL:
 \$36,900

OPTION Rust Proof - Under Coat by L-X
 Add \$300

F7=Prev

CNGP530

VEHICLE ORDER CONFIRMATION

03/24/21 12:06:2

Dealer: F4721

Page: 1 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QF584 Order Type: 5B Price Level: 21
 Ord PEP: 640A Cust/Flt Name: CITY OF F-FLD PO Number:

	RETAIL		RETAIL
F3H F350 4X4 CHAS/C	\$40275	FLEET SPCL ADJ	NC
145" WHEELBASE	2 400?	18B PLAT RUNNING BD	320
Z1 OXFORD WHITE		14000# GVWR PKG	
1 CLTH 40/20/40	100	41P SKID PLATES	100
S MEDIUM EARTH GR		425 50 STATE EMISS	NC
640A PREF EQUIP PKG		43B BACKGLASS DEF	60
.XL TRIM		473 SNOW PLOW PREP	250
572 .DUAL ZONE EATC	NC	JOB #1 BUILD	
.AMFM/MP3/CLK			
996 6.2L EFI V8 ENG	NC	TOTAL BASE AND OPTIONS	45775
44G 10-SPD AUTOMATC	NC	TOTAL	45775
TBM LT245 BSW AT 17	165	*THIS IS NOT AN INVOICE*	
X4L 4.30 LTD SLIP	350		
90L PWR EQUIP GROUP	915	* MORE ORDER INFO NEXT PAGE *	
TELE TT MIR-PWR		F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC01980:

CNGP530

VEHICLE ORDER CONFIRMATION

03/24/21 12:06:1

Dealer: F4721

Page: 2 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QF584 Order Type: 5B Price Level: 2
 Ord PEP: 640A Cust/Flt Name: CITY OF F-FLD PO Number:

	RETAIL		RETAIL
512 SPARE TIRE/WHL2	\$350	TOTAL BASE AND OPTIONS	\$45775
52B BRAKE CONTRLLR	270	TOTAL	45775
61J JACK	NC	*THIS IS NOT AN INVOICE*	
63A UTLTY LIGHT SYS	160	+1 ADDITIONAL KEY	
65Z AFT AXLE TANK	NC		
76C EX BACKUP ALARM	140		
86M DUAL BATTERY	210		
872 RR CAM & PREP K	415		
92A PRIVACY GLASS	NC		
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
DEST AND DELIV	1695		

Hitch
Genovaup full
standard
Eg

F7=Prev

SEVEN CRANE TRUCK

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:19:54

Dealer: F4721

Page: 1 of 1

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 21
 Ord PEP: 660A Cust/Flt Name: DAYTON PO Number:

RETAIL		RETAIL	
F5H	F550 4X4 CHAS/C \$44440	TELE TT MIR-PWR	
	169" WHEELBASE	FLEET SPCL ADJ	NC
Z1	OXFORD WHITE	18B	PLAT RUNNING BD 320
A	VNYL 40/20/40		TPMS DELETE
S	MEDIUM EARTH GR		19500# GVWR PKG
660A	PREF EQUIP PKG	41P	SKID PLATES 100
	.XL TRIM	425	50 STATE EMISS NC
572	.DUAL ZONE EATC NC	43B	BACKGLASS DEF 60
	.AMFM/MP3/CLK		
99N	.7.3L DEV V8 ENG		TOTAL BASE AND OPTIONS 51425
44G	10-SPD AUTOMATC NC		TOTAL 51425
TGM	225 TRACTION 190		*THIS IS NOT AN INVOICE*
X8L	4.88 LTD SLIP 360		
68M	PAYLD PLUS UPGR 1155		* MORE ORDER INFO NEXT PAGE *
90L	PWR EQUIP GROUP 915		F8=Next
F1=Help	F2=Return to Order		F3/F12=Veh Ord Menu
F4=Submit	F5=Add to Library		
S006 - MORE DATA IS AVAILABLE.			QC01980

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:19:54

Dealer: F4721

Page: 2 of 2

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 21
 Ord PEP: 660A Cust/Flt Name: DAYTON PO Number:

RETAIL		RETAIL	
473	SNOW PLOW PREP \$250	B4A	NET INV FLT OPT NC
512	SPARE TIRE/WHL2 350		DEST AND DELIV 1695
52B	BRAKE CONTRLLR 270		
61J	JACK NC		TOTAL BASE AND OPTIONS 51425
62R	TRANS PTO PROV 280		TOTAL 51425
63A	UTLTY LIGHT SYS 160		*THIS IS NOT AN INVOICE*
65Z	AFT AXLE TANK NC		
67B	397 AMP ALTRNTR 115		
76C	EX BACKUP ALARM 140		
86M	DUAL BATTERY 210		
872	RR CAM & PREP K 415		
92A	PRIVACY GLASS NC		
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		

+1 Additional Key

#7

 Paid in full
 \$43,400

SEVEN CRANE TRUCK

3-25-21

Attachment: Ford 647 (1828 : Purchase of Vehicles (All Departments))

3/25/2021

IMS2 screen capture

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 09:49:

Dealer: F472

Page: 1 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 2
 Ord PEP: 610A Cust/Flt Name: DAYTON PO Number:

RETAIL		RETAIL	
W3B	F350 4X4CREW/CS \$42620		TRAILER TOW PKG
	160" WHEELBASE		FLEET SPCL ADJ NC
Z1	OXFORD WHITE	18B	PLAT RUNNING BD 445
A	VNYL 40/20/40		10600# GVWR PKG
S	MEDIUM EARTH GR	425	50 STATE EMISS NC
610A	PREF EQUIP PKG	43B	BACKGLASS DEF 60
	.XL TRIM	473	SNOW PLOW PREP 250
572	.DUAL ZONE EATC NC	512	SPARE TIRE/WHL2 NC
	.AMFM/MP3/CLK		
996	.6.2L EFI V8 ENG NC		TOTAL BASE AND OPTIONS 47565
44G	10-SPD AUTOMATC NC		TOTAL 47565
TBM	LT245 BSW AT 17 165		*THIS IS NOT AN INVOICE*
X3E	3.73 ELOCKING 390		
90L	PWR EQUIP GROUP 1125		* MORE ORDER INFO NEXT PAGE *
	JOB #1 BUILD		F8=Next

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC01986

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 09:49:

Dealer: F472

Page: 2 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 2
 Ord PEP: 610A Cust/Flt Name: DAYTON PO Number:

RETAIL		RETAIL	
52B	BRAKE CONTROLLR \$270		TOTAL BASE AND OPTIONS \$47565
	TELE TT MIR-PWR		TOTAL 47565
59H	HI MNT STOP LMP NC		*THIS IS NOT AN INVOICE*
	JACK		
66S	UPFITTER SWTCH 165		
67D	200/240 AMP ALT NC		
76C	EX BACKUP ALARM 140		
86M	DUAL BATTERY 210		
92A	PRIVACY GLASS 30		
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT NC		
	DEST AND DELIV 1695		

+ 1 ADDITIONAL KEY / + Bed Liner by L-X

#2 PAID IN FULL
 \$ 38,250
 ✓

PANK
 03-25-21

* OPTION # Rust Proof - Under Coat by L-X:

ADD \$ 250

3/25/2021

IMS2 screen capture

11.B.2.f

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:10:5

Dealer: F4721

Page: 1 of

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 21
 Ord PEP: 600A Cust/Flt Name: DAYTON PO Number:

2022 F-SERIES SD

	RETAIL		RETAIL
X2B F250 4X4 S/C	\$40035	JOB #1 BUILD	
164" WHEELBASE		FLEET SPCL ADJ	NC
Z1 OXFORD WHITE		18B PLAT RUNNING BD	445
A VNYL 40/20/40		10000# GVWR PKG	
S MEDIUM EARTH GR		425 50 STATE EMISS	NC
600A PREF EQUIP PKG		43B BACKGLASS DEF	60
.XL TRIM		473 SNOW PLOW PREP	250
572 .DUAL ZONE EATC	NC	512 SPARE TIRE/WHL2	295
.AMFM/MP3/CLK			
996 .6.2L EFI V8 ENG	NC	TOTAL BASE AND OPTIONS	44855
44S 6-SPD AUTOMATIC	NC	TOTAL	44855
TBM LT245 BSW AT 17	165	*THIS IS NOT AN INVOICE*	
X3E 3.73 ELOCKING	390		
90L PWR EQUIP GROUP	915	* MORE ORDER INFO NEXT PAGE *	
66D PU BOX DELETE	(625)	F8=Next	
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu	
F4=Submit	F5=Add to Library		
S006 - MORE DATA IS AVAILABLE.			

QC01980

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:11:1

Dealer: F472

Page: 2 of

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 2
 Ord PEP: 600A Cust/Flt Name: DAYTON PO Number:

	RETAIL		RETAIL
52B BRAKE CONTROLLER	\$270	TOTAL BASE AND OPTIONS	\$44855
TELE TT MIR-PWR		TOTAL	44855
JACK		*THIS IS NOT AN INVOICE*	
66S UPFITTER SWITCH	165	+ 1 ADDITIONAL KEY	
67D 200/240 AMP ALT	NC		
76C EX BACKUP ALARM	140		
86M DUAL BATTERY	210		
872 RR CAM & PREP K	415		
924 PRIVACY GLASS	30		
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
DEST AND DELIV	1695		

#6

PAID IN FULL
 \$34,450

AL 3-25-21

Police
 DOS Truck
 F7=Prev

Attachment: Ford 758 (1828 : Purchase of Vehicles (All Departments))

3/25/2021

IMS2 screen capture

11.B.2.g

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:15:37

Dealer: F47213

Page: 1 of 2

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 215
 Ord PEP: 660A Cust/Flt Name: DAYTON PO Number:

RETAIL

RETAIL

F5G F550 4X2 CHAS/C \$41540
 169" WHEELBASE

Z1 OXFORD WHITE
 A VNYL 40/20/40
 S MEDIUM EARTH GR

660A PREF EQUIP PKG
 .XL TRIM

572 .DUAL ZONE EATC NC
 .AMFM/MP3/CLK

99T 6.7L V8 DIESEL 9325

44G 10-SPD AUTOMATC NC

TGM 225 TRACTION 190

X8L 4.88 LTD SLIP 360

68M PAYLD PLUS UPGR 1155

90L PWR EQUIP GROUP 915

F1=Help F2=Return to Order

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

TELE TT MIR-PWR

FLEET SPCL ADJ NC

18B PLAT RUNNING BD 320

TPMS DELETE

19500# GVWR PKG

425 50 STATE EMISS NC

43B BACKGLASS DEF 60

473 SNOW PLOW PREP 250

TOTAL BASE AND OPTIONS 57260

TOTAL 57260

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

F8=Next

F3/F12=Veh Ord Menu

QC01980

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 10:15:37

Dealer: F472

Page: 2 of 2

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 2
 Ord PEP: 660A Cust/Flt Name: DAYTON PO Number:

RETAIL

RETAIL

512 SPARE TIRE/WHL2 \$350

52B BRAKE CONTROLLER 270

61J JACK NC

62R TRANS PTO PROV NC

63A UTLTY LIGHT SYS 160

65Z AFT AXLE TANK NC

67B 397 AMP ALTRNTR 115

76C EX BACKUP ALARM 140

872 RR CAM & PREP K 415

924 PRIVACY GLASS NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 57260

TOTAL 57260

THIS IS NOT AN INVOICE

+ 1 Additional KEY

#3

Paid in full

48,500

ST-Steelman

03-25-21

F7=Prev

3/25/2021

IMS2 screen capture

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 09:57:21

Dealer: F4721

Page: 1 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 21
 Ord PEP: 610A Cust/Flt Name: DAYTON PO Number:

RETAIL
 F3B F350 4X4SDR/CSR \$39015
 142" WHEELBASE
 Z1 OXFORD WHITE
 A VNYL 40/20/40
 S MEDIUM EARTH GR
 610A PREF EQUIP PKG
 .XL TRIM
 572 .DUAL ZONE EATC NC
 .AMFM/MP3/CLK
 996 .6.2L EFI V8 ENG NC
 44G 10-SPD AUTOMATC NC
 TBM LT245 BSW AT 17 165
 X3E 3.73 ELOCKING 390
 90L PWR EQUIP GROUP 915
 JOB #1 BUILD

RETAIL
 TRAILER TOW PKG
 FLEET SPCL ADJ NC
 18B PLAT RUNNING BD 320
 10400# GVWR PKG
 425 50 STATE EMISS NC
 43B BACKGLASS DEF 60
 473 SNOW PLOW PREP 250
 512 SPARE TIRE/WHL2 NC

TOTAL BASE AND OPTIONS 43595

TOTAL 43595

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

F8=Next

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC01980

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 09:57:21

Dealer: F4721

Page: 2 of

2022 F-SERIES SD

Order No: 0001 Priority: G2 Ord FIN: QA132 Order Type: 5B Price Level: 2
 Ord PEP: 610A Cust/Flt Name: DAYTON PO Number:

RETAIL
 52B BRAKE CONTROLLER \$270
 TELE TT MIR-PWR
 59H HI MNT STOP LMP NC
 JACK
 66S UPFITTER SWITCH 165
 67D 200/240 AMP ALT NC
 76C EX BACKUP ALARM 140
 86M DUAL BATTERY 210
 924 PRIVACY GLASS NC
 SP DLR ACCT ADJ
 SP FLT ACCT CR
 FUEL CHARGE
 B4A NET INV FLT OPT NC
 DEST AND DELIV 1695

TOTAL BASE AND OPTIONS \$43595

TOTAL 43595

THIS IS NOT AN INVOICE

+1 ADDITIONAL Key / + Bed Liner by L-X

#4 Paid in full
 \$33,750
 3-25-21

OPTION Rust Proof + Under Coat by L-X:

Add \$300

STREET
 4x4
 Plow Truck

ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Beau Townsend Ford for the purchase of the following eight (8) vehicles at the prices and for the departments shown:

Vehicle	New #	Old #	CIP	Amount	Fund	Dept
Ford Van	608	6112	1FT01	\$28,250	Capital	IT
Ford F-350	653	656	1FT51	\$38,550	Capital	Parks
Ford F-350	631	630	1FT62	\$37,200	Capital	Streets
Ford F-550	6311	634	1FT62	\$48,500	Capital	Streets
Ford F-350	6328	637	1FT62	\$34,050	Capital	Streets
Ford F-250	758	754	1FT73	\$34,450	Capital	Police
Ford F-350	643	644	1FT41	\$36,750	Sewer Sur	Sewer
Ford F-550	647	649	1FT41	\$43,400	Sewer Sur	Sewer

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



City Council Ordinance
Regular Meeting - May 10, 2021

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

OUTFITTING OF SNOW PLOW TRUCK #045 STREETS

Legislation Title:

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.

Background/Synopsis:

This request is for the outfitting of a 2022 International HV507 with a Monroe 14' stainless steel dump body, snow plow hitch, snow plow, salt spreader, emergency lighting, pre-wet chemical system, and hydraulics to be used by the Street Division for snow plowing and hauling. This truck will replace unit #026 (2001 International) due to age and condition. This truck is being outfitted with Monroe Truck Equipment through WA Jones Truck Bodies and Equipment, with contracts held with Sourcewell joint purchasing program, contract #080114-MTE, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions. The cab and chassis was previously approved by council under a separate request.

Financial Impact:

\$130,795 (\$126,795 for outfitting + \$4,000 for contingencies and fleet needs) from the Capital Improvement Fund. This vehicle is listed in the 2021 CIP as # 1FT61 Replacement of Snow Truck (Streets) (\$225,000).

Emergency Provision Explanation:

Emergency provisions and rules suspension are being requested to facilitate the outfitting of this truck in time for snow season.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. WA Jones
2. WA Jones Truck-Ord

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Revised 4/12/2021

City of Fairfield
Attn: Ken Bulach
Tandem Axle Plow Package
Per Monroe Sourcewell Contract# 080114-MTE

Snow Plow

Monroe Model MP41R11 Reversible Snow Plow

41"x11' Full Trip Moldboard with Compression Type Trip Springs
Integral Shield for Reduced Blowback
10 GA Stainless Steel Moldboard
Right Hand Mailbox Trim
Rubber Snow Deflector
36" Cable Core Plow Markers
(8) ½" Flame Cut Ribs
4"x4"x3/4" Bottom Angle
4"x10" Double Acting Reversing Cylinders
Built In level Lift with double chain lift
Parking Jack
Monroe Model QCP Pin and Loop adapter with Swivel Plate

Plow Hitch

Monroe Model MC2075 Drop Pin Quick Hitch

4" Double Acting Lift Cylinder
Telescopic Lift Beam
Lift Beam Folds Flat when Not in Use
Full Sideplate Hitch Reinforcement

Patrol Wing

Monroe 10' Patrol Wing

31" Tall Straight 3/16" Moldboard Skin
4"x4"x3/4" Bottom Angle
Moldboard Powdercoated Orange with All Hardware Black
Dual Pusharm Design
Para-Glide Patrol Wing Post
Hydraulic Holding Valve
Safety Chain

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

Attachment: WA Jones (1832 : OUTFITTING OF SNOW PLOW TRUCK #045 STREETS)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Single Function Wing with Sequencing Valve (1 joystick movement will raise/lower)
Installed

Central Hydraulic System

FORCE America Load Sense System

Hot Shift PTO For Allison 3000RDS Transmission
Load Sense Piston Pump with Low Oil Shutdown
FORCE 5100EX Spreader Controller
Plow Balance Valve Installed
Pedestal Mounted Air Controls
Single Axis Control for Front Plow
30 Gallon Valve Mount Tank with Stainless Steel Lid
Stainless Steel Hydraulic lines run to front and rear
Stainless Steel Quick Couplers
System Fully Tested and Pre Calibrated
Final Calibration Upon Delivery

Dump Body

Monroe FFDS-DA 14' Stainless Steel Combination Dump Body

7 GA 304 Stainless Steel Construction
AR400 Liner on sides and ends
Crossmemberless Understructure
7 Gauge Stainless Steel Floor with ¼" AR400 Overlay
Dual 7" Augers
Extended Grease Tubes for Front Auger Bearings
Single Lift 3/8" Rod HD Top Grate Screen with Safety Lock
¼" AR400 Conveyor Cover Plate
Dirt Shedding Upper and Lower Rails
46" Side Height
54" Tailgate
Single Horizontal Side Brace
Six Panel Tailgate Bracing
Double Acting Air Release Tailgate
Flame Cut Tailgate Hardware
24"x84" Stainless Cabshield Fully Welded with Light Housings
Stainless Steel Fold Down Side Ladder
Dual Body Props

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

Attachment: WA Jones (1832 : OUTFITTING OF SNOW PLOW TRUCK #045 STREETS)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

(2) Grab Handles Shipped Loose and Placed as needed

Vibrator Mounting Pad

Spinner

Dual Receiver Tube Mounted Spinner Assembly

20" Poly Spinner Disc

Rear Bumper with Deflector Shields

All Stainless Steel Construction

Removable Without The Use of Tools

Hoist

Mailhot 25 Ton Class 80 Telescopic Hoist

Double Acting (power up, power down)

12" Doghouse in front of body

Greasable Stainless Steel Hinge Pins

Mounted and Installed

Electrical

Truck Lite Heated LED Plow lights Mounted on Hood with Stainless Brackets

Soundoff Signal LED Strobe Package

(1) Green and (1) Amber LED Mini Strobe Mounted on Plow Light Brackets

(2) Green LED Strobes Mounted in Cabshield (Boxed) Facing Forward

(2) Amber LED Strobes Mounted in Cabshield (Boxed) Facing Sides

(2) Amber LED Strobes Mounted in Cabshield (Boxed) Facing Rear

(2) Amber LED Strobes Mounted in Rear Corner Posts

(2) LED Stop/Tail/Turn Lights Mounted in Rear Corner Posts

(2) LED Back Up Lights Mounted in Rear Corner Posts

4" LED Spinner Light Mounted Drivers Side Under Rear Corner Post

Power Distribution Panel Installed inside back of cab

Home Run Wiring with no splices

Pre Wetting System

Monroe PWS Pre Wetting System

100 gallon frame mounted tank

Stainless Steel Mounting Hardware

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

Attachment: WA Jones (1832 : OUTFITTING OF SNOW PLOW TRUCK #045 STREETS)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Varitech Closed Loop Pre Wet Pump
Slurry Tube Kit installed Between Dual Augers
Installed

Pintle Plate

3/4" Pintle Plate Fully Welded
20 Ton Pintle Hook with 8 hole adjustment
7 Way PIN Trailer Plug
(2) 1" D-Rings
Chassis OEM Taillights Installed Outside of Pintle Plate

Miscellaneous

Onspot Automatic Tire Chains
Cougar Dump Body Vibrator
Laserline Wing Guidance with Air Blast
Tekonsha Voyager Electric Brake Controller
Hardwood Sideboards Painted Color of Your Choice
Poly Fenders with Stainless Brackets
Red and White Reflective Tape on Lower Rub rails and Tailgate
Chassis Frame Rails and Underside of Dump Body Undercoated
Mudflaps and Brackets

Total Package Price \$125,102.00

Option:

Stainless Steel Moldboard On Wing En Lieu of Mild Steel **ADD \$575.00**

Heavy Duty Dual Receiver Spinner Assembly All Stainless **ADD \$1,118.00**

The above pricing includes all delivery charges. The chassis supplied for this quote requires a 114" CT with clean frame rails, PTO provision, and stationary grille. Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order.

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com

Attachment: WA Jones (1832 : OUTFITTING OF SNOW PLOW TRUCK #045 STREETS)

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com

ORDINANCE NO. _____

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.

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 WA Jones Truck Bodies and Equipment for the outfitting of a 2022 International HV507 for the Street Division in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the outfitting of this truck occur in time for the snow season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - May 10, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Agreement for Purchase of property at 4125 Port Union Road

Legislation Title:

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.

Background/Synopsis:

The Public Utilities Department desires to acquire property on Port Union Road near Thunderbird Lane for the potential future construction of a public water storage tower. This tower would allow the Department to continue to serve growing water supply needs in the City's primary industrial area.

Accordingly, the City has negotiated with the owner of 4125 Port Union Road for the purchase of approximately 0.849 acres of land, as well as a utility easement of approximately 0.115 acres and an access easement of approximately 0.287 acres. The property cost is set at \$90,000.

A copy of an appraisal report for the parcel in question is attached for City Council review. A copy of a draft purchase agreement is also attached for review.

This purchase is contingent on the satisfactory completion of a Phase I Environmental Site Assessment (pending). Rules suspension is requested to expedite the property transfer.

Financial Impact:

Funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP), under 1WT24 – Property Acquisition. The funding source is the Water Expansion Fund.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Water Tower Site Final Appraisal Report
2. 2021-04-27-Purchase Agreement
3. Walton Holdings-Ord

RE 25-17
Revised 01/2014

RIGHT OF WAY APPRAISAL REPORT

IDENTIFICATION OF
SUBJECT PROPERTY:

South side of Port Union Road, 4125 Port Union Road, Fairfield, Butler
County, Ohio

IDENTIFICATION OF
PROJECT/PARCEL:

Port Union Water Tower
Walton Holdings, LLC
PID: N/A
SJN: N/A
FPN: N/A

PREPARED FOR:

Adam M. Sackenheim
Public Utilities Director
City of Fairfield
5021 Groh Land
Fairfield, Ohio 45014

PREPARED BY:

Lance R. Brown, MAI, AI-GRS
Beck Consulting, Inc.
Town Hall on the Green—4B
5380 Pleasant Avenue
Fairfield, Ohio 45014
513.942.5000
FAX 513.942.9602

DATE OF VALUE:

March 3, 2021

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

Summary Sheet

Estimates of Value and Determination of Total Damages, If Uncured										
N/A	☒	Value Before	-	Value of Residue (Uncured)	=	Difference	-	Part Taken	=	Total Damages, If Uncured
			-		=		-		=	

Compensation Based Upon a Limited-Scope Appraisal										
N/A	☐	Value Before	\$345,000	*Note: Value stated may not include all structures					=	Compensation
		Part Taken	+	Net Cost-to-Cure	+	Temporary Easements				
		\$78,751		\$	-	\$0				\$78,751

The Cost-to-Cure Analysis							
Feasibility of the Cost-to-Cure							
	if Cost-to-Cure	<	Total Damages, If Uncured then Cost-to-Cure is				Feasible
	if Cost-to-Cure	>	Total Damages, If Uncured then Cost-to-Cure is				Not Feasible
		>					

Damages Remaining After the Residue is Cured							
N/A	☒	Value of Residue (Cured)	-	Value of Residue (Uncured)	=	Value of the Cure	
			-		=		
		Total Damages, If Uncured	-	Value of the Cure	=	Remaining Damages (uncured)	
			-		=		

Net Cost-to-Cure							
		Cost-to-Cure	-	Items Cured, But Paid For in the Part Taken	=	Net Cost-to-Cure	
			-		=		

Allocation of Compensation to the Part Taken						
	Parcel No.	Area	Description	Amount		
Land	Water Tower	0.849 Ac	Industrial Land @ \$75000 Per Acre	\$ 63,675		
	Utility Easement	0.115 Ac	Utility Easement on Industrial Land @ \$75000 Per Acre X 50%	\$ 4,313		
	Access Easement	0.287 Ac	Access Easement on Industrial Land @ \$75000 Per Acre X 50%	\$ 10,763		
	Total Allocation to Land Taken				\$ 78,751	
Site Improvements	Water Tower and Easements		Site improvements to be maintained and/or replaced in kind. Miscellaneous voluntary growth merged into land value.			
	Total Allocation to Site Improvements Taken				\$ -	
Structures			None.			
	Total Allocation to Structures Taken				\$ -	
	Total Allocation to Part Taken					\$ 78,751

Damages	Allocation of Compensation to Damages						
	Cost-to-Cure/Net Cost-to-Cure						
	Parcel No.	Area	Description	Amount			
	Total Allocation to Cost-to-Cure				\$	-	
	Uncured Damages						
	Parcel No.	Area	Description	Amount			
	Total Allocation to Uncured Damages				\$	-	
	Total Allocation to Damages					\$	-

Temporaries	Allocation of Compensation to Temporary Easements			
	Parcel No.	Area	Description	Amount
	Total Allocation to Temporary Damages			\$ -

Estimate of Total Compensation				
Total Allocation to the Part Taken			\$ 78,751	
Damages				
Total Allocation To Cost-to-Cure		\$ -		
Total Allocation To Uncured Damages		\$ -		
Total Damages		\$ -		
Total Allocation to Temporary Easements		\$ -		
Total Compensation			\$ 78,751	

CERTIFICATE OF APPRAISER

COUNTY BUTROUTE Port UnionSECTION Water TowerPARCEL # Walton Holdings, LLCPID # N/ASTATE JOB # N/AFEDERAL PROJECT # N/A

I hereby certify:

That on March 3, 2021, I personally made a field inspection of property herein appraised, and I have afforded Tom Torbeck (designated representative), the opportunity to accompany me at the time of inspection, Mr. Torbeck declined accompaniment.

I have also, during March 2021, personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein above set forth are true, and the information upon which the opinions expressed herein are based is correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions. I am in agreement with all statements provided in this report.

That I understand that such appraisal may be used in connection with the acquisition of right-of-way for a utility project to be constructed by the City of Fairfield.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of the State of Ohio.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised, and no personal interest with respect to the parties involved.

That I, in determining the compensation for the property, have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

That I have not revealed my findings and results of such appraisal to anyone other than the proper officials of the City of Fairfield or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as Federal regulation 49 CFR Part 24 and Ohio Administrative Code 5501:2-5-06.

Class of Certification/Licensure ☒ Certified General ☐ Certified Residential ☐ Licensed Residential ☐ Registered Assistant
☐ Temporary Certification or License

Certification License

Number

490301

This ☒ is within the scope of my Certification or License report

☐ is not within the scope of my Certification or License.

I disclose that:

- ☐ I am an employee of the Ohio Department of Transportation (or Agency) and I am approved to perform appraisal services.
- ☒ I am a consultant approved by the ODOT – Office of Consultant Services to perform appraisal services for ODOT projects and Federally funded projects.
- ☒ I have not provided appraisal services regarding the subject property within the three-year period immediately preceding acceptance of the assignment.
- ☒ No one provided significant professional appraisal assistance to the person signing this report.

That my opinion of the fair market value of the property being acquired, including temporaries, as of March 3, 2021 is \$78,751 based upon my independent appraisal and the exercise of my professional judgment.

March 26, 2021

Date Signed

Lance R. Brown, MAI, AI-GRS

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5. PART 1 INTRODUCTION

6. EXECUTIVE SUMMARY

Location:	The subject property is located off the south side of Port Union Road between Thunderbird Drive and Le Saint Drive in Fairfield, Butler County, Ohio. The property address is 4125 Port Union Road.
Property Type:	The subject is the land only, which contains an industrial building and supporting land improvements. The subject property is best described as industrial land.
Land Areas:	
Area of Larger Parcel:	The subject contains a total of 4.600 acres of gross land, none of which is classified as PRO indicating a net area of 4.600 acres.
Part Acquired:	

Parcel No.	Area	Rights Acquired
Water Tower	0.849 acres (Net)	Warranty Deed
Utility Easement	0.115 acres (No PRO)	Utility Easement
Access Easement	0.287 acres (No PRO)	Rights of Access

Larger Parcel Before the Take:	The larger parcel in the before is a contains 4.600 acres. The property is improved with an industrial building, but only the land is the subject of the appraisal.
Residue Property:	In the after situation the property will contain a total of 3.751 acres and be encumbered by utility and access easement that is 50-feet wide along the east property line containing a combined total area of 0.402 acres. The land reflects a similar highest and best use as in the before situation, with no damage to the residue property apparent. The land improvements located on the residue are excluded from the after value.
Estimated Compensation:	\$78,751
Identification of Plans Valuation Was Based On:	A plan provided by the client February 17, 2021 and modified March 10, 2021 is relied upon in the appraisal.

7. SPECIAL ASSUMPTIONS OR CONDITIONS

Hypothetical Condition:

- *It is a hypothetical condition of this appraisal that any decrease or increase in the fair market value of the subject property that occurred prior to the date of valuation, caused by the public improvement project for which the subject property is to be acquired, has been disregarded. ORC 163.59(D) and 49 CFR 24.103(b) compel the appraiser to disregard the proposed public improvement that is the reason for this project. USPAP SR 1-4f requires the appraiser to consider the impact of any proposed public improvements. Therefore, value enhancements or value declines due to speculation about this project or condemnation blight have been disregarded. The use of this condition might have an effect on the assignment results.*

Extraordinary Assumption – COVID-19

- *As of the date of the appraisal, the country was dealing with the COVID-19 pandemic. This has caused many businesses to be closed temporarily. It is unknown whether this has any impact on the value of the subject property, but for this appraisal the possibility of an impact on the value is disregarded. It is widely believed in the market that the property value impacts will be temporary, and for eminent domain appraisal, possible economic impacts are disregarded. The use of this extraordinary assumption may affect assignment results.*
- *The areas of the area to be acquired is assumed to be correct based on information provided by the client. The use of this extraordinary assumption may affect assignment results.*

8. GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been made with the following general assumptions:

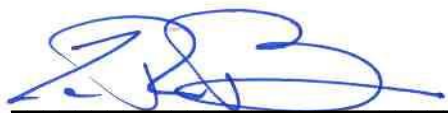
1. The report is considered valid only for whom it was prepared and for the stated purpose and function.
2. That the term market value, as herein used, is defined in this appraisal report.
3. That the date of value to which the opinions expressed in this report applies is set forth on the cover sheet of this report. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated.
4. That no opinion is intended to be expressed for legal matters or that would require specialized investigator knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.
5. That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.
6. That no engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.
7. That maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

8. That no opinion is expressed as to the value of subsurface oil, gas, or mineral rights, and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.
9. That the projections included in this report are utilized to assist in the valuation process and are based on current market conditions, anticipated short term supply and demand factors, and a continued stable economy. Therefore, the projections are subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income or value projections.
10. That testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.
11. Information contained in this report is assumed to be correct but is not guaranteed.
12. Possession of this report or any copy thereof does not carry with it the right of publication. Disclosure of the contents of this report is governed by the Bylaws and Regulation of the Appraisal Institute. Neither all nor any part of the contents of this Report (especially any conclusions as to value, the identity of the Appraiser or the firm with which the appraiser is connected, or any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, without the prior written consent and approval of the author.
13. That no detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.
14. That the appraiser has personally inspected the subject property and finds no obvious evidence of structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.
15. That no consideration has been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property; only the real property has been considered.
16. That the appraiser is not qualified to detect the existence of potentially hazardous material which may or may not be present on or near the property, such as the presence of formaldehyde foam insulation, existence of toxic waste, or the existence of asbestos insulation. The existence of such substances may have an effect on the value of the property. No consideration has been given in our analysis to any potential diminution in value should such hazardous materials be found. We urge the client to retain an expert in the field before making a business decision regarding the property.
17. It is assumed any requirements under the Americans with Disabilities Act (ADA) for the subject property have been met. In the event any requirements are currently pending that would require modification to the existing structure, the appraiser reserves the right to amend this report and make any value adjustment considered necessary.

9. CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Lance R. Brown, MAI, AI-GRS of Beck Consulting, Inc. made a personal visit to the property that is the subject of this report on March 3, 2021.
- No one. provided significant real property appraisal assistance in the form of comparable land sales verification and report review for internal quality control.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Foundation and the State of Ohio.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Lance R. Brown, MAI, AI-GRS
Ohio General Certified Appraiser No. 000409301

Date Signed: March 26, 2021

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

10. PHOTOGRAPHS OF SUBJECT PROPERTY



Aerial photo – Captured from Butler County Auditor's website

Pictures were taken by Lance R. Brown on March 3, 2021



Subject property from northeast (all improvements excluded from value)



Subject property from northwest (all improvements excluded from value)

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)



Port Union Road from east – subject on left



10 foot Utility easement from north



25 foot Access easement from north



Water tower area from northwest



Water tower area from northwest



Interior of water tower area



Water tower area from northeast



Utility easement from south

11. DECLARATION OF REPORTING OPTION

This appraisal report includes a sales comparison approach applied to the land as vacant in the before situation. All land improvements located outside the take areas are excluded from the valuation. The cost and income approaches are not detailed in this appraisal since this is not the typical method to value this type of property in this market.

12. IDENTIFY THE CLIENT AND ANY USERS

The client is City of Fairfield. The right users of this report may include City of Fairfield, Fairfield's legal counsel, a Court of Law, and the property owner.

13. STATE THE INTENDED USE OF THE APPRAISAL

The appraisal, if recommended by the agency, may be used as a basis to establish the fair market value of the part taken and damages, if any, to the residue property. The appraisal will be given to the property owner during the negotiation process in compliance with Ohio law and it may be used as evidence in an appropriation case.

14. SUMMARIZE THE IDENTITY OF THE REAL ESTATE INVOLVED IN THE APPRAISAL

The subject property is a single larger parcel located along the south side of Port Union Road containing a total area of 4.600 acres. The property is improved with a building that is excluded from the value of this report.

The subject property is classified as a single larger parcel and has unity of title, unity of use, and is entirely contiguous.

15. STATE THE REAL PROPERTY INTEREST BEING APPRAISED

The real property interest being appraised is the encumbered fee simple estate in the whole property before the taking and the fee simple estate of the residue property after the taking.

16. STATE THE PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate compensation to the property owner for the part taken and damages, if any, to the residue property due to the proposed highway project. Compensation is the total of the part taken, damages to the residue property (if any) and any temporary easement takings.

17. DEFINITION OF MARKET VALUE

The definition of fair market value utilized by ODOT is based on the Ohio Jury Instruction [CV 609.05 Compensation] and is:

You will award to the property owner(s) the amount of money you determine to be the fair market value of the property taken. Fair market value is the amount of money which could be obtained on the market at a voluntary sale of the property. It is the amount a purchaser who is willing, but not required to buy, would pay and that a seller who is willing, but not required to sell, would accept, when both are fully aware and informed of all the circumstances involving the value and use of the property. You should consider every element that a buyer would consider before making a purchase. You should take into consideration the location, surrounding area, quality and general conditions of the premises, the improvements thereon and everything that adds or detracts from the value of the property.

The market value estimated in this appraisal is based on the regulatory requirement for Influence of the Project on Just Compensation, section 5501:2-5-06 (C)(2) of the Ohio Administrative Code, which requires the appraiser do the following:

To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within reasonable control of the owner.

18. DATES OF THE APPRAISAL

Date of the Report: March 26, 2021

Date of the Value Estimate (First property visit): March 3, 2021

19. SUMMARIZE THE VALUATION PROBLEM AND SCOPE OF WORK NECESSARY FOR THE VALUATION PROBLEM

The Valuation Problem

The valuation problem has been created as a result of an acquisition by an agency authorized to exercise the right of eminent domain. The exercise of the eminent domain rights by the agency results in an involuntary taking of real property interests. Essentially, the valuation problem to be solved in this appraisal is the amount due the property owner by reason of the acquisition.

In accordance with legal precedent, the entire property is appraised before the proposed project and the residue property is appraised after the proposed project. The difference between the value of the property before the project and the value after the project is the amount paid to the property owner as compensation for the effect of the project. Appraising the entire property before the project requires the identification of the larger parcel. *The Dictionary of Real Estate Appraisal*, 6th edition, published by the Appraisal Institute, defines the larger parcel as follows:

In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that

establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.

The larger parcel, in this case, is 4.600 acres located along the south side of Port Union Road held in the name of Walton Holdings, LLC. The larger parcel excludes all land improvements located outside the take area. The property would likely be purchased by a single buyer for a single industrial use. There are no other properties in the immediate area that reflect unity of title or unity of use with the subject.

The Scope of Work Necessary for the Valuation Problem

After identification of the larger parcel, several independent investigations concerning the market within which the subject property is located were conducted. Included was an analysis of the subject property demographic trends and the market demand.

There were several independent sources used to analyze the subject's market area. Neighborhood information was obtained from Fairfield Chamber of Commerce, City of Fairfield, Butler County, and secondary sources that compile and publish information from the United States Census Bureau.

The site description was prepared after a visit to the site. Information was obtained from Butler County Auditor, Butler County Engineer and City of Fairfield and incorporated into the description. The site description is based on information obtained from public records, observations made during the site visit, and information provided by Public Utilities Department of the city of Fairfield. Federal Emergency Management Agency flood insurance rate maps have been reviewed

The highest and best use of the subject property is based on the legally permissible, physically possible, economically feasible, and maximally productive uses. The highest and best use of the property as if vacant was determined to be some type of industrial use consistent with the predominate uses in the area.

Market data was accumulated from public records and confirmed with individuals involved in or close to the transaction including the buyer, seller, or broker.

The sales comparison approach was given sole weight in the value conclusion for the land.

The proposed project will acquire one area identified as a water tower portion that will be acquired in fee simple interest containing a total of 0.849 acres. In addition, there will be a utility easement containing 0.115 acres and an access easement containing 0.287 acres.

After the project, the property will contain a total of 3.751 acres and be encumbered by the access and utility easements containing a total of 0.402 acres. The owner of the property will be able to use the access and utility easement for purposes not inconsistent with Fairfield's easement rights. Adjacent to the proposed utility easement is an existing 15-foot-wide utility easement. The combined total utility easement is 25 feet, and the 25-foot access easement is in an area of existing pavement, and the owner of the property will be able to use this area not inconsistent with the easement rights.

In the after situation, the residue property reflects a similar highest and best use as in the before situation and after compensation for the area acquired and rights acquired by the easement.

20. EXPOSURE TIME

Exposure time for the subject property is based on the marketing time of comparable properties. Based on an analysis of similar properties, the marketing time for the subject property is estimated to be 8 to 12 months. Similar exposure time is adopted for the subject property.

21. RIGHT OF ACCOMPANIMENT

Inspection by:	Lance R. Brown, MAI, AI-GRS
Date of the Inspection:	March 3, 2021
Identification of the Person(s) Who Accompanied the Appraiser:	No one.
Relationship to the Owner of the Property:	N/A

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

22. PART 2 FACTUAL DATA BEFORE THE TAKING

23. IDENTIFICATION OF THE LARGER PARCEL – BEFORE THE TAKING

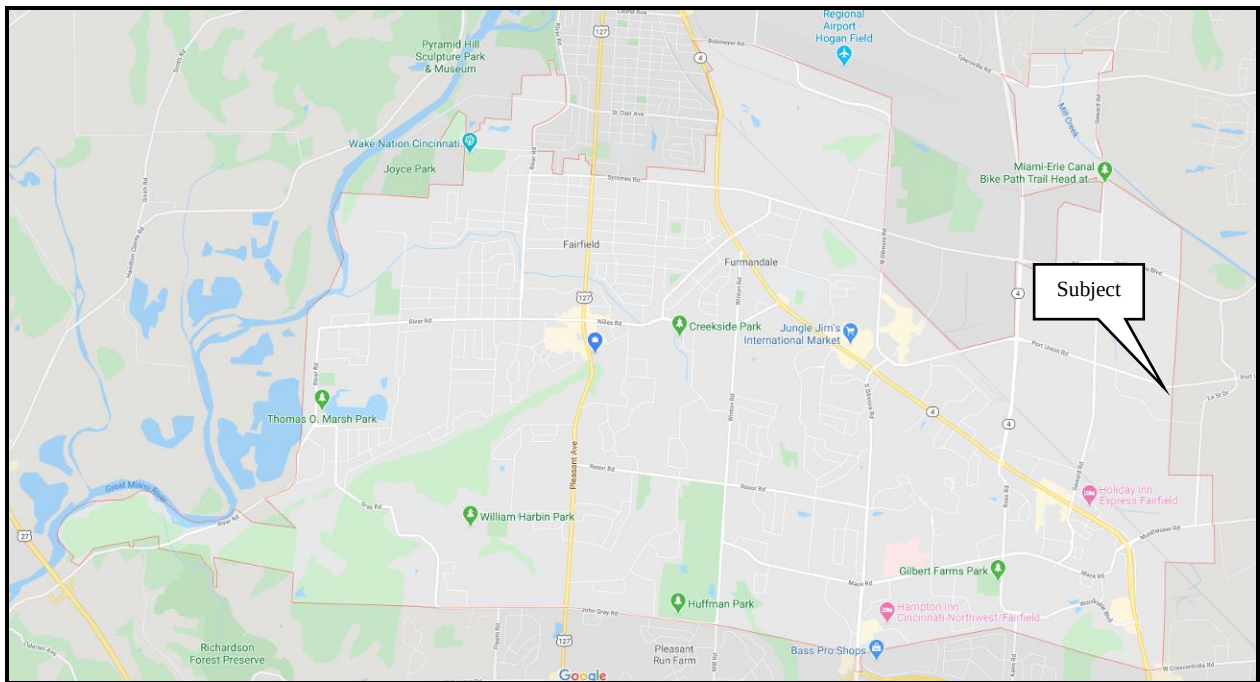
The larger parcel, in this case, consists of a single parcel of land containing 4.60 acres of land along the south side of Port Union Road. The entire property is held in the name of Walton Holdings, LLC. There are no contiguous or nearby properties that reflect similar title. The entire larger parcel reflects an integrated highest and best use. The subject is classified as a single-larger parcel given the absence of similar properties that reflect any similar use.

24. LEGAL DESCRIPTION - BEFORE THE TAKING

Parcel No. 0700-227-000-015

Situate in Section 15, Town 2, Range 2, City of Fairfield, Butler County, Ohio, and being all of Lot #13244 of the Re-Plat of Pt. Lot 11407, Lot 11406 & Lot 11566 of Neyer Properties Section Six, Block "A", as recorded in Plat Envelope 3411, Page A, Butler County, Ohio Plat Records.

25. SUMMARIZE AREA, CITY AND NEIGHBORHOOD ANALYSIS



Neighborhood Description

The subject property is in the City of Fairfield in southern Butler County, Ohio. Fairfield covers approximately 20.5 square miles and is bounded by the City of Hamilton to the north; Hamilton County to the south; West Chester Township (formerly Union Township), Butler County to the east; and the Great Miami River to the west. This is illustrated on the above. As it exists today, the City of Fairfield is currently approximately 70% developed, with 58% of the current development residential; 9% commercial; 9% industrial; 8% recreational; 13% utility/transportation; and 3% public. Of

the 30% vacant land, over 50% is allocated for industrial development; 10% for commercial development; 2% residential; with the remainder allocated to agricultural use.

Demographics:

The population of the city of Fairfield from 1980 to 2000 increased approximately 38% from 30,551 in 1980 to 42,097 in 2000. Due to the lack of vacant residential development land, the population did not increase substantially between 2000 and 2010. The 2010 population of the City was 42,510.

The city of Fairfield contains a mixture of older, mature residences developed approximately 15 to 25 years ago with values in the \$150,000 to \$300,000 range. This housing stock is balanced with newer units that have been developed in the past decade; these homes range in value from \$200,000 to \$550,000.

The 2000 population census for Butler County was 332,837 persons, an increase of 14.2% from the 1990 census. The 2010 population was 368,130 a 10.6% increase over 2000. The 2012 estimated population for Butler County was 370,589, a 0.7% increase over 2010. This compares with forecasted growth rates of 3.81% for the entire Cincinnati CMSA. One factor affecting the potential growth rate for this area is the large amount of land already dedicated for use as commercial and industrial land. A measure of this is the growth in employment. From 1992 through 2010, employment increased from 144,900 to 211,020, or a 45.63% increase.

Governmental Influences:

The local government is comprised of a City Manager and City Council consisting of a Mayor and seven elected council members. The City Manager manages the day-to-day operation of the city. The city of Fairfield has a 1.5% earnings tax based on gross wages, and a 1.5% corporate tax based on gross profits.

The City of Fairfield does employ full-time police officers on its police department. It has full-time fire fighters and part-time firefighters housed in three fire stations located throughout the city limits. The city of Fairfield's insurance rating is 5 based on the National Insurance Rating Scale.

In conclusion, the governmental factors influencing the subject's neighborhood and its market value are positive, and they are expected to continue.

Economic Factors:

In the past two decades, the City of Fairfield has developed into a center of industrial activity, particularly for industrial businesses looking for small to medium size land sites. There are twelve major industrial parks in the area that offer quick interstate accessibility; availability of utilities; excellent truck, rail and air services; favorable tax rates; and close proximity to the Mill Creek industrial corridor.

The majority of the industrial space is owner occupied, and the largest industrial uses have several major employers, such as the Honeymoon Paper, M. Bohlke Veneer Co., Kroger Company, and Hamilton Sorter. Vacancy for industrial space in the Fairfield area is along the low side for the entire region, with most of the percentage being attributable to tenant turnover. Demand for industrial buildings and land within the City of Fairfield has weakened, and prices have adjusted accordingly over the past 18-24 months.

There are few new residential developments in the city based primarily on the absence of available land. Some small infill projects are being sold off and there are no large-scale residential developments proposed for the city.

Environmental Factors:

Environmental considerations are certain features contained in or affect the neighborhood or its geographic location. One of the most positive influences on the subject's neighborhood is its location in proximity to several major highways, providing ideal transportation amenities for commerce and industry. This includes two major interstates, I-75 located approximately 15 minutes to the east via the Muhlhauser Road connector, and I-275 located on the southern border of Fairfield. The combination of I-275 and I-75 provides access to other interstates such as I-71 located approximately 20 minutes to the east, and I-74 located approximately 17 minutes to the southwest. Several major state routes, including State Route 4 and State Route 127, provide access through the city of Fairfield. These highways provide excellent accessibility to Fairfield from other neighborhoods in the region. Other transportation features include rail service to a majority of the industrial districts, and several distribution centers for products.

The city of Fairfield monitors all permit and all zoning uses. The industrial districts encompass the southeastern land area of the city, with the remainder dedicated to recreation, residential, and neighborhood business district use. Close to the residential neighborhoods with easy access are schools, recreation facilities, churches, retail stores, hospitals and service establishments. The existing land uses in the various districts are not anticipated to change due to their current market acceptance, and the various political factors affecting them.

The neighborhood is served with all public utilities, of which there is an adequate supply, and costs have remained in balance. Telephone service is provided by Cincinnati Bell Telephone Company, and the cost varies according to need. Electricity and natural gas are provided by Duke Energy. Water service is provided by the city of Fairfield, and is pumped from the Miami Valley aquifer. Miami Valley aquifer is one of the largest in the U.S. and at the present time, it is only being tapped at a fraction of its current potential. Two sewage treatment plants are operated by the city of Fairfield, and process normal sewage, as well as most forms of industrial waste. Overall, the quality of utility service and supply is considered to be more than adequate for the neighborhood and the region. Supply and demand have remained in balance and accordingly, cost has remained stable.

Conclusion

Overall, the neighborhood has a positive effect on property values, and is classified as a desirable suburban area in which to work, live, play, and shop.

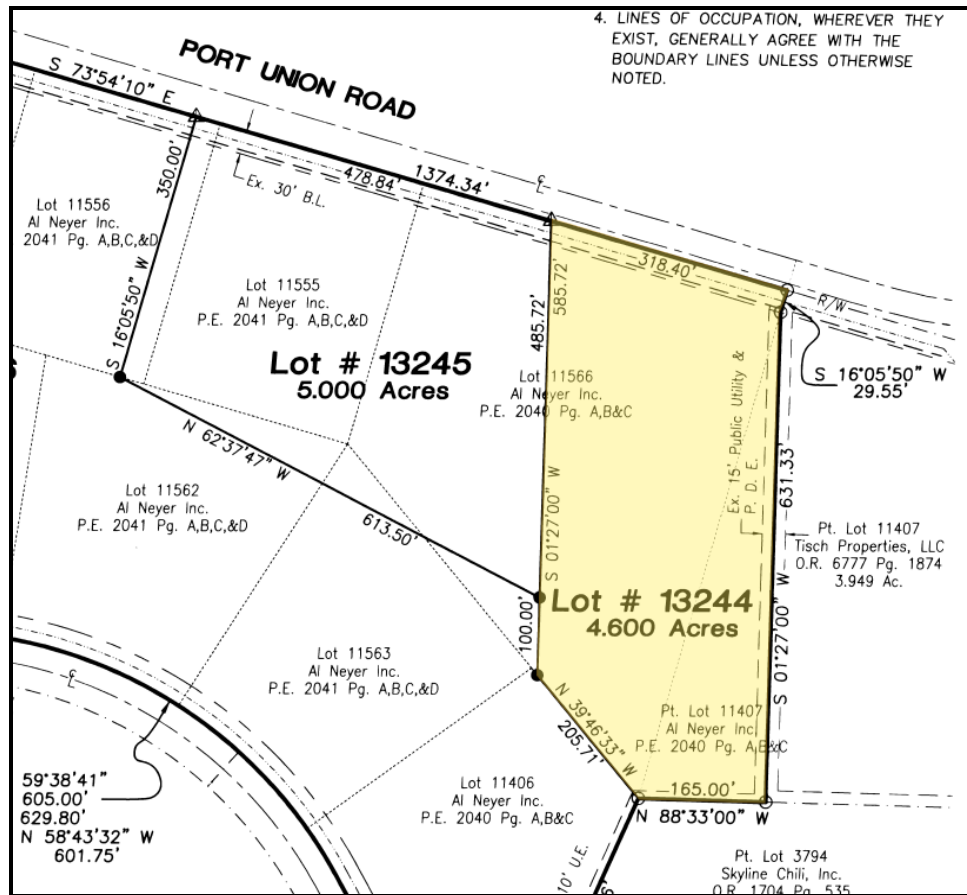
26. SALE HISTORY OF THE SUBJECT PROPERTY

The subject property has not transferred in the past five years. The most recent transfer of the subject property occurred May 2007 when the property was purchased by the current owner.

27. STATE THE USE OF THE REAL ESTATE EXISTING AS OF THE DATE OF VALUE AND THE USE OF THE REAL ESTATE REFLECTED IN THE APPRAISAL

The current use for the property is for industrial and the highest and best use is reflected as industrial

28. SITE PLAN SKETCH REFLECTING PROPERTY - BEFORE THE TAKING



29. SITE DESCRIPTION – BEFORE THE TAKING

Location:	The subject property is located along the south side of Port Union Road in the city of Fairfield, Butler County, Ohio. The street address is 4125 Port Union Road.
Net and Gross Areas:	The subject property contains a total net and gross area of 4.600 acres.
Accessibility:	The subject is directly accessible from Port Union Road.
Shape and Dimensions:	The shape and dimensions are detailed above. The property has over 318-feet of frontage along Port Union Road. The property is primarily a regular shape that is conducive to development.
Topography:	The property is generally level, following the contour of the surrounding area.
Soil Characteristics:	Soil information was not available, but the property is believed to be buildable since the subject as well as nearby properties have been improved with buildings.

Floodplain and Definition of Zone:	The subject property is located within a Flood Zone X, which is an area of minimal flood hazard as depicted on Flood Insurance Rate Map Community Panel Number 39017C0328F effective October 19, 2018.
On-Site Utilities:	All public utilities are available on site.
Off-Site Utilities:	All public utilities are available off site.
Site Improvements:	The subject property is improved with a parking area and an industrial building. According to county records, the industrial building contains a total of 19,600 square feet. As mentioned, all land improvements are excluded from the value.
Encroachments:	There are no known encroachments that affect the subject property.
Restrictions:	There are no known deed restrictions that encumber the subject property. Consistent with ODOT Policies and Procedures, the value impact of private restrictions is not considered as part of this appraisal.
Easements:	The subject property is encumbered by utility easements along the subject's road frontage. There is a 15-foot waterline easement along the subject's road frontage, a 15-foot public utility and private drainage easement along the east property line, and a 10-foot public utility easement along the south property line. None of these easements impact the highest and best use of the property and all are typical and normal for this market.
Zoning:	The subject property is zoned M-2, which is a general industrial classification that permits a wide variety of industrial uses. The minimum lot size of the zoning classification is 10,000 square feet with no minimum frontage, a 30-foot minimum front yard setback, and side and rear yards of 6-feet with possible required fire lanes. Principal permitted uses include all uses permitted in the M-1 zoning classification and most industrial manufacturing, warehousing, office, and other uses typical of industrial districts.
Highest and Best Use:	The highest and best use as if vacant is for industrial development.

30. BUILDING/FLOOR PLAN SKETCH—BEFORE THE TAKING

All improvements are excluded from the valuation.

31. BUILDING DESCRIPTION—BEFORE THE TAKING

Improvements are excluded.

32. LEGAL AND POLITICAL CONSTRAINTS - BEFORE THE TAKING

- | | |
|------------|--|
| (a) Zoning | The details of the zoning are presented above. The property is in an industrial district, and the current industrial use is a permitted and compliant with the zoning. |
|------------|--|

- (b) Does property conform to zoning code

Yes [X] No []

The subject property is a legal conforming use as agricultural.

- (c) Land Use Plan

According to the City's land use plan, the area surrounding the subject including the subject is designated for light industrial.

- (d) Assessment and Taxes

The assessment and tax information detailed below is for the tax value as of 2020, payable 2021.

A070-022.000-015			
	35%		100%
Land	\$	70,280	\$ 200,800
Improvements		206,280	589,360
Total	\$	276,560	\$ 790,160
Total Annual Taxes			\$15,574.30

The current effective tax rate for the subject property in city of Fairfield, Fairfield Local School District is \$56.31 per \$1,000.00 of assessed valuation. This tax rate falls in the low side of the range for industrial properties throughout Greater Cincinnati. The expected level of taxes should not impede the marketability of the subject.

33. HIGHEST AND BEST USE - BEFORE THE TAKING

- (a) Present use of the property: The property is currently used for a single tenant industrial building.
- (b) Definition of Highest and Best Use: The reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.¹
- (c) The Highest and Best Use As Vacant:

Legally Permissible

Legally, the subject property is zoned M-2 which is a general industrial classification that permits a wide variety of industrial and commercial uses. The subject property can be developed with a variety of different uses.

Physically Possible

The physical characteristics of the subject property are conducive to development with an industrial or commercial use. The property contains 4.600 acres, which is sufficient for a variety of different uses. In addition, there are all public utilities available to the property and the property has direct access from Port Union Road. The site is generally level and conducive to development. All uses permitted that are legally permissible can be developed on the subject property.

¹ The Appraisal of Real Estate, 14th Edition, Published by the Appraisal Institute, Copyright 2013, pages 332-334.

Economically Feasible

The subject property is in an area dominated by industrial uses. All uses surrounding the subject property are research and development, manufacturing, warehousing, or some combination of these industrial use. The area is not conducive to commercial uses and the land-use plan for the property is for some type of industrial use.

There are new industrial uses being developed in the Fairfield market. The most recent development is the proposed development for a Grippo's manufacturing warehouse facility along Quality Boulevard just to the west of the subject property. The economic conditions in the area are conducive to the development of industrial uses, and real estate taxes are lower than most other industrial districts throughout the region, suggesting a financially feasible use of the property is for some type of industrial use.

Maximally Productive

The maximally productive of the subject property is for some type of industrial use.

(d) The Highest and Best Use as Improved

All improvements located outside the take area are excluded from the valuation.

34. PART 3 – VALUATION BEFORE THE TAKING

35. ESTIMATE OF LAND VALUE – BEFORE THE TAKING

The subject property is assumed to be a vacant parcel, and the sales comparison approach is used to estimate its value. The basic steps to the sales comparison approach are as follows.

1. The subject site is analyzed, and market data is gathered.
2. The market data is analyzed, verified, and compared with the subject site.
3. An appropriate unit of comparison is selected, and the sales are compared with the subject property based on the unit of comparison.
4. The market value of the property is based on a value conclusion, within a range, that is based on the indicated value from the sale properties, after adjustments for differences.

Unit of Comparison

The unit of comparison used to estimate the market value the subject property is the price per acre net of any rights-of-way. Properties similar to the subject property are purchased on the basis of their size, location, shape, availability of utilities, and topography and are mostly used for industrial properties. The price per acre unit of comparison is quoted by broker and sellers and considered by buyers when purchase decisions are made.

Sales Availability and Search Area

The concentration of the sales search area was immediately surrounding the subject property in Fairfield and West Chester. The West Chester market is like the Fairfield market, and two sales from Fairfield and two sales from West Chester have been selected.

Land Sale No. 1

Location 4913 Rialto Road, West Chester Township, Butler County, OH
 Tax ID M5610-002-000-032
 School District Lakota Local School District
 Date Inspected January 23, 2021

Sale Data

Grantor Cedomir Djokovic
 Grantee Affordable Properties, Ltd.
 Sale Date January 02, 2020
 Deed Book/Page 9385/1390
 Conditions of Sale Arms-Length
 Property Rights Fee Simple
 Financing Cash
 Highest and Best Use Commercial
 Verification Lance Brown, with Kim Lewis, RE/MAX Preferred Group, (513) 477-1900, on March 10, 2021

Sale Price \$167,500

Land Data

Zoning General Industrial, M-2
 Topography Level and clear
 Utilities Water
 Shape Rectangle
 Flood Info Flood Zone X
 Encumbrances None
 Present Use Commercial vacant land
 Motivation of Parties Operate a landscape company

Land Size Information

Gross Land Size 2.000 Acres or 87,120 SF
 Useable Land Size 1.861 Acres or 81,065 SF (Net)
 Unusable Land Size 0.139 Acres or 6,055 SF (PRO)

Indicators

Sale Price/Useable Acre \$90,006

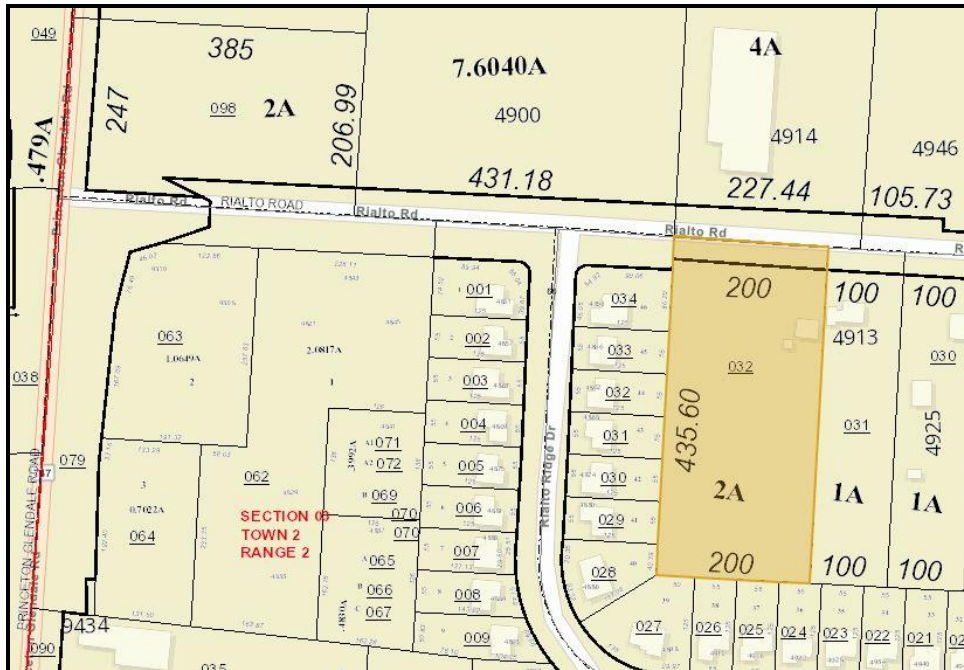
Analysis of Pertinent Data

This property was originally listed on the market for \$190,000 and was on the market for several years before being reduced to \$175,000 list price. The buyer, who owns a landscaping company, was looking for a cheaper alternative for storing his landscaping equipment and purchasing the site was cheaper than what he was paying to rent storage space. Additionally, the buyer wanted to raise his chickens on the site. ID: 3324

Photo Land Sale 1



Plat Land Sale 1



Plat Land Sale 1

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

Land Sale No. 2

Location	North side of Symmes Road, east of Kiesland Court, Fairfield, Butler County, OH
Tax ID	A0700-222.000-008
School District	Fairfield
Date Inspected	March 10, 2021

Sale Data

Grantor	410 Properties, Ltd.
Grantee	3770 Symmes Road Purchase, LLC.
Sale Date	December 27, 2019
Deed Book/Page	9384/706-GWD
Conditions of Sale	Arms-Length
Property Rights	Fee Simple
Financing	Cash
Highest and Best Use	Industrial
Verification	Lance Brown, MAI, with Roger Hasler, Grantor, (513) 551-1000, on March 10, 2021

Sale Price

\$240,000

Land Data

Zoning	M-2, General Industrial
Topography	Generally level
Utilities	All public available
Shape	Rectangle
Flood Info	Areas of minimal flood hazard
Encumbrances	Normal
Present Use	Vacant
Motivation of Parties	Buyer: for speculative industrial development

Land Size Information

Gross Land Size	3.393 Acres or 147,799 SF
Useable Land Size	3.393 Acres or 147,799 SF (Net)

Indicators

Sale Price/Useable Acre	\$70,734
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Analysis of Pertinent Data

The property was not actively marketed but was known to be available and the seller sold the property since they no longer needed the site. The seller of the property owns Machintek, a local industrial enterprise. The buyer of the property had no immediate plans but intends to develop industrial spec buildings. ID: 3350

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

Photo Land Sale 2



Plat Land Sale 2



Land Sale No. 3

Location North side of Union Centre Boulevard, east of Firebird Drive, West Chester Township, Butler County, OH
 Tax ID M5610-008.000-021
 School District Lakota
 Date Inspected 9/18/19

Sale Data

Grantor Jacquemin Farm, LLC
 Grantee KRM Development Corp.
 Sale Date October 03, 2018
 Deed Book/Page 9216/310 -- GWD
 Conditions of Sale Arms Length
 Property Rights Fee Simple
 Financing Cash
 Highest and Best Use Industrial Service
 Verification Lance Brown, MAI, with Tom McCormick, broker, (513) 763-3025, on September 16, 2019

Sale Price

\$450,000

Land Data

Zoning M-2, General Industrial
 Topography Generally level
 Utilities All public available
 Shape Trapezoid
 Flood Info Areas of minimal flood hazard
 Encumbrances Normal
 Present Use Vacant
 Motivation of Parties Buyer: For development

Land Size Information

Gross Land Size 5.063 Acres or 220,544 SF
 Useable Land Size 5.063 Acres or 220,544 SF (Net)

Indicators

Sale Price/Useable Acre \$88,880

Analysis of Pertinent Data

The property was purchased for development of Dixon Valve building, owner occupied. ID: 3128

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

Photo Land Sale 3



Plat Land Sale 3



Land Sale No. 4

Location	East side of Quality Blvd., north of Port Union Road, Fairfield, Butler County, OH
Tax ID	A0700-151.000-038
School District	Fairfield
Date Inspected	March 10, 2021

Sale Data

Grantor	Shepherd Farms, Inc.
Grantee	Grippio Foods, Inc.
Sale Date	June 29, 2020
Deed Book/Page	9470/896-GWD
Conditions of Sale	Arms-Length
Property Rights	Fee simple
Financing	Cash
Highest and Best Use	Industrial
Verification	Lance Brown, MAI, with Joe Kramer, broker, (513) 932-6010, on March 10, 2021

Sale Price

\$500,428

Land Data

Zoning	M-2, General Industrial
Topography	Generally level
Utilities	All public available
Shape	Rectangle
Flood Info	Areas of minimal flood hazard
Encumbrances	Normal
Present Use	Vacant
Motivation of Parties	Buyer: for development of an industrial facility.

Land Size Information

Gross Land Size	7.699 Acres or 335,368 SF
Useable Land Size	7.699 Acres or 335,368 SF (Net)

Indicators

Sale Price/Useable Acre	\$64,999
-------------------------	----------

Analysis of Pertinent Data

The property was actively marketed by Henkle Schueler along with many other properties that they own in the immediate area. The buyer of the property is a long-time local snack food producer. The buyer had plans for a new 70,000 square foot manufacturing and warehouse facility approved by the city before the closing. ID: 3351

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

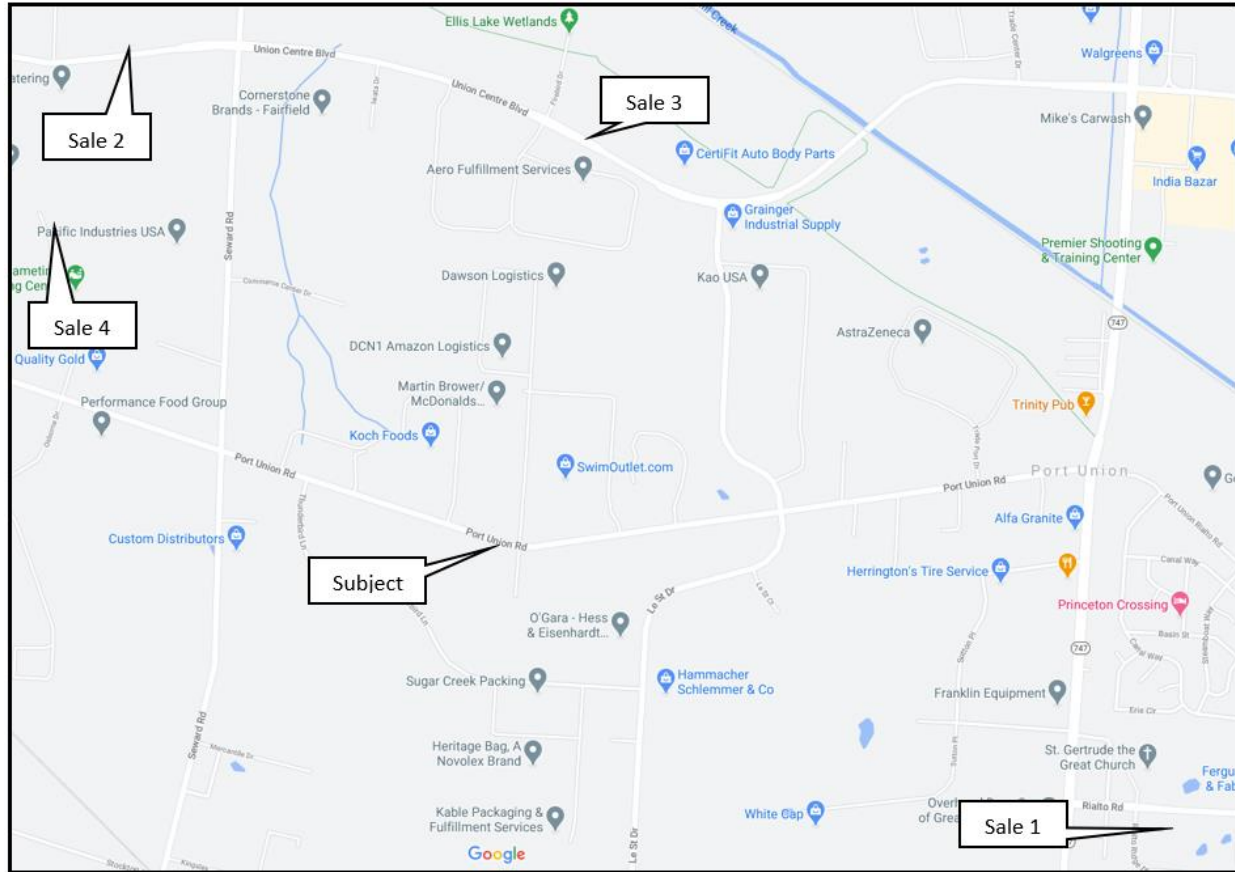
Photo Land Sale 4



Plat Land Sale 4



Location Map



Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

Adjustment Grid — Land Value, Before

Price/Acre	Subject	Sale 1	\$90,005	Sale 2	\$70,734	Sale 3	\$ 88,880	Sale 4	\$64,999
Property Rights	Fee Simple	Similar	-	Similar	-	Similar	-	Similar	-
Financing	Cash	Similar	-	Similar	-	Similar	-	Similar	-
Conditions of Sale	Arms Length	Similar	-	Similar	-	Similar	-	Similar	-
Buyer Expenditures	None	Similar	-	Similar	-	Similar	-	Similar	-
Market Conditions	Mar-21	Jan-20	-	Dec-19	-	Oct-18	-	Jun-20	-
ADJUSTED UNIT			\$90,005		\$70,734		\$ 88,880		\$64,999
Location	Fairfield	West Chester	-	Fairfield	-	West Chester	(8,888)	Fairfield	-
Size (SF)	4.600	1.861	-	3.393	-	5.0630	-	7.6990	-
Shape	Irregular	Similar	-	Similar	-	Similar	-	Similar	-
Access	Average	Similar	-	Similar	-	Similar	-	Similar	-
Topography	Generally Level	Similar	-	Similar	-	Similar	-	Similar	-
Utilities	All Public	Similar	-	Similar	-	Similar	-	Similar	-
Zoning	Industrial	Similar	-	Similar	-	Similar	-	Similar	-
NET ADJUSTMENTS			\$ -		\$ -		\$ (8,888)		\$ -
INDICATED VALUE			\$90,005		\$70,734		\$ 79,992		\$64,999

Indicated Value Range: \$64,999 to \$90,005

Elements Comprising Differences between the Sales and the Subject

The sales detailed above are the best sales available to indicate the market value of the subject property. The sales reflect strong similarity to the subject in terms of location and highest and best use. Various elements of comparison are discussed following.

Property Rights

The fee simple encumbered rights of the subject property are appraised. Similar property rights were conveyed in the case of each sale. No adjustment is made.

Financing

The subject assumes cash or market financing. All the sales sold under similar conditions.

Conditions of Sale

All sales were the result of an arms-length negotiation between an unrelated buyer and seller. In the case of three of the sales a broker listed the property, and the other sale was generally known to be available and was ultimately facilitated by a broker.

Buyer Expenditures

There were no buyer expenditures in the case of any of the sales.

Market Conditions

The subject is appraised as of March 3, 2021 and the sales occur between October 2018 and June 2020. Recognizing the extraordinary assumption regarding COVID-19 there is no evidence to suggest a significant change in the market conditions of this property type in this market. Some consideration will be given to market conditions in the final value conclusion.

Location

The subject property is in the city of Fairfield along Port Union Road.

Sale 1 is located along Rialto Road in West Chester just east of State Route 747. Overall, the location is classified as similar.

Sale 2 is located along Symmes Road in Fairfield just west of Seward Road. Similarity in location is apparent.

Sale 3 is located along Union Centre Boulevard east of Seward Road. This is along the prime thoroughfare and is the best location in the district. A downward adjustment is made for this difference.

Sale 4 is located along Quality Boulevard just north of Port Union Road. This is a generally similar location to the subject.

Size

The subject property contains 4.600 acres and the sales range from 1.861 acres to 7.699 acres. It is noted that the smallest sale sold for the highest unit price and the largest sale sold for the lowest unit price. No adjustment is made for size, but it is considered in the conclusion.

Shape

The subject is an irregular shape but conducive to development which is similar to all the sales.

Access

The subject is directly accessible from Port Union Road, similar to the sales that are accessible from the roads along which they front.

Topography

The subject's property is generally level, which is similar to all the sales.

Utilities

The subject property has access to all public utilities which is similar to the sales.

Zoning

The subject site is zoned Industrial which is similar to the sales. No adjustment is made.

Conclusion

The sales reflect a range in price from \$64,999 per acre to \$90,005 per acre. Recognizing the market conditions and location of the sales as well as size, a value along the middle of the range at \$75,000 per acre is adopted.

Before - Land Value		
Fee Simple Land Area, Before (Acres)	4.600	
Land Value per Acre	\$75,000	
Value of Fee Simple Land		\$345,000

36. COST APPROACH – BEFORE THE TAKING

Based on discussion with the agency, all land improvements located within the take areas will be replaced in kind or undisturbed. There are some voluntary growth that will be acquired by the project that does not contribute value to the value of the land as if vacant. The cost approach is not detailed.

37. SALES COMPARISON APPROACH – BEFORE THE TAKING

The sales comparison approach improved is not detailed since all improvements outside the take area are excluded from the valuation.

38. INCOME APPROACH – BEFORE THE TAKING

The income approach is not the typical method used to value this type of property in this market.

39. RECONCILIATION OF VALUE INDICATIONS AND VALUE CONCLUSION – BEFORE THE TAKING

The results of the three generally accepted approaches to value to estimate the subject's market value are as follows.

Cost Approach:	N/A
Sales Comparison Approach (Land Only):	\$345,000
Income Approach:	N/A

Cost Approach

The cost approach was not detailed in this appraisal as there are no land improvements being acquired.

Sales Comparison Approach

A total of four sales have been detailed and used for comparison. There was one adjustment to one sale and the sales comparison approach is given sole weight in the final value conclusion.

Income Approach

The income approach is not the typical method used to value this type of property in this market.

Conclusion:

Prime weight is placed on the sales comparison approach indication for the land. The market value is as of the effective date of the appraisal and is for the fee simple interest. The value indicated herein is based on terms and conditions outlined in the certification and underlying assumptions and limited conditions along with any other stated in the report. The market value is as of March 3, 2021 as is allocated as follows:

40. ALLOCATION OF BEFORE VALUE

Land	\$345,000
Land Improvements	-
Structures	-
Total	<u>\$345,000</u>

41. PART 4 ANALYSIS OF THE TAKE**42. DESCRIPTION OF THE TAKING**

The proposed project will take three portions of land from the subject property.

The first is identified as Water Tower and is a permanent fee acquisition of approximately 37,000 square feet, or 0.849 acres. This will permanently reduce the net area of the subject property from 4.600 acres to 3.751 acres.

The second take from the subject is identified as a Utility Easement that is located along the west side of an existing 15-foot utility easement adjacent to the east property line. The proposed utility easement is expected to be 10-feet wide and will contain a total of 0.115 acres. The owner of the property will be able to use the area of the easement not inconsistent with the rights of the easement.

The third take is identified as Access Easement. This is located along the west side of the proposed utility easement in the east portion of the subject property. This is a 25-foot access easement that will generally follow the current access to the subject property. Pavement and land improvements will be undisturbed, upgraded, or replaced in kind and the owner of the property will have the right to use the area of the access easement not inconsistent with the rights acquired. The total area of the access easement is 0.287 acres.

43. THE PART TAKEN**Land**

Water Tower: 0.849 Ac of Industrial Land @ \$75000 Per Acre	\$63,675
Utility Easement: 0.115 Ac of Utility Easement on Industrial Land @ \$75000 Per Acre X 50%	\$ 4,313
Access Easement: 0.287 Ac of Access Easement on Industrial Land @ \$75000 Per Acre X 50%	\$10,763
Total	\$ 78,751

(+) Land improvements

None. Miscellaneous voluntary growth merged into Land Value	\$ -
Total	\$ -

(+) Structures

None.	\$ -
Total	\$ -

Total Compensation for Part Taken	\$ 78,751
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Summary of the Part Taken

Land	\$ 78,751
Improvements	-
Contributory Value of Part Taken	\$ 78,751

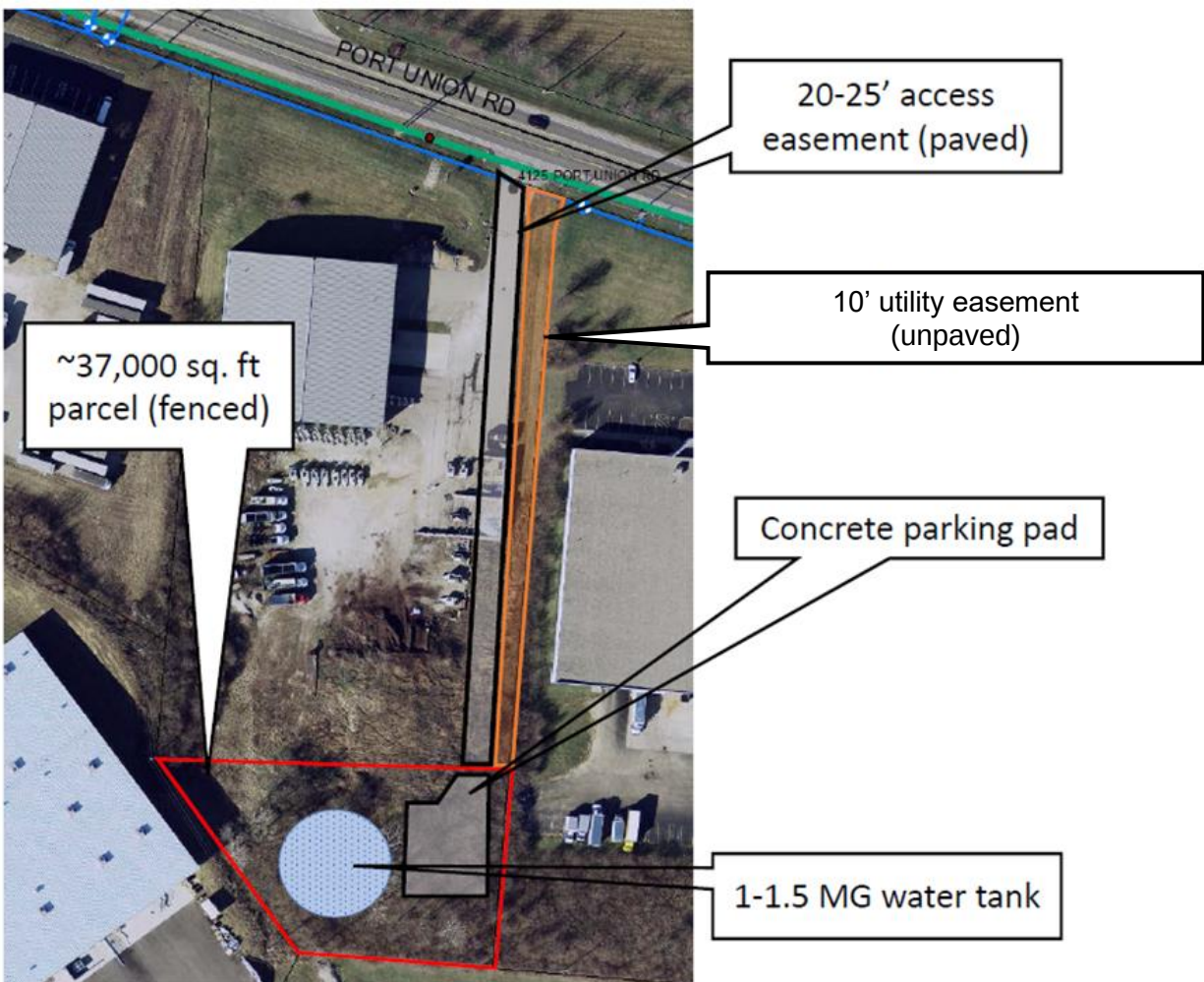
44. EFFECT OF THE TAKING

The Effect of the Taking on the Residue Property If Left Uncured

The proposed project will acquire two easement totaling 50-feet along the east property line and permanently acquire 0.849 acres at the south end of the site. The majority of the subject site will be available for use consistent with the highest and best use before the project. It is noted that there is no change in the value per acre of the subject property based on the change in size. This is represented by the sales detailed in the before situation. There is a clear absence of damage to the residue property after compensation for the part taken including the rights acquired by the easements.

45. SKETCH OF PROPERTY DETAILING THE TAKE AREA

Water Tower	
Record Area	4.600 Acres
Total PRO	- Acres
Net Area	4.600 Acres
Water Tower Net	0.849 Acres
Net Residue	3.751 Acres
Utility Easement	0.115 Acres
Access Easement	0.287 Acres



46. PART 5 FACTUAL DATA AFTER THE TAKE**47. APPRAISAL OF THE RESIDUE**

The acquisitions will not impact the fee simple value of the residue beyond the part taken. The scope of this appraisal report is to estimate compensation for the land acquired, as well as any land improvements that are taken within the area of the part acquired. Given the absence of damage to the residue property, the value of the residue land in the after situation is consistent with the value of the land in the before situation on a per-acre basis. Therefore, development of the value of the property in the after situation is not required. Sections 47 – 75 (Factual Data After the Take) are not detailed.

76. PART 9 COMPENSATION ESTIMATE FOR TEMPORARY EASMENTS

None

77. PART 10 VALUATION SUMMARY AND COMPENSATION ESTIMATE

The Compensation Estimate

The Part Taken		\$	78,751
+ Damages			
Net Cost to Cure	\$	-	
Damages Uncured		-	
Total Damages			-
+ Temporary Construction Easement(s)			-
Total Compensation		\$	78,751

78. PART 11 THE ADDENDA

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

APPRAISER QUALIFICATIONS

QUALIFICATIONS OF LANCE R. BROWN, MBA, MAI, AI-GRS

lbrown@e-beck.com

EDUCATION:

Master of Business Administration, University of Cincinnati
December 1998; Major: Marketing and Real Estate

Bachelor of Science, University of Cincinnati
December 1992; Major: Real Estate

Appraisal Institute Approved Instructor:

- General Appraiser Income Approach/Part 1
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications
- Solving Land Valuation Puzzles
- Evaluating Commercial Leases
- How Tenants Create or Destroy Value

Past Adjunct Professor, Real Estate Appraisal—University of Cincinnati

PROFESSIONAL EXPERIENCE:

12/98 to Present—Executive Vice President, Beck Consulting, Inc.

5/95 to 12/98—Appraiser, Willingham Associates, Inc.

12/94 to 5/95 – Staff appraiser for the Appraisal Company of America.

1/89 to 12/94 – Appraiser, American Research and Appraisal Center.

2/86 to 1/89 – Self-employed appraiser and research consultant, providing services to independent appraisal companies in Cincinnati.

SPECIALIZATIONS:

Complete detailed full acquisition, condemnation/eminent domain appraisals, including partial acquisitions and severance damages, for the Ohio Department of Transportation, Army Corps, US Forest Service, local public agencies, and private clients.

Completed reviews of appraisals prepared for a variety of purposes including condemnation/eminent domain for mortgage lenders, public agencies and private clients.

Provide appraisals for real property, tax cases, including testimony for ad valorem tax purposes for government and private clients.

Prepare appraisals for contested real property, including court testimony.

Provide appraisals and analysis of proposed commercial, industrial, and residential developments for mortgage lending.

List and facilitate the sale and lease of residential and commercial property.

LICENSES AND CERTIFICATIONS:

Ohio State certified general appraiser: Certificate No. 409301 issued October 21, 1994.

Kentucky State certified general appraiser: License No. 002243 issued March 26, 1999.

Indiana State certified general appraiser: License No. CG41100034 issued September 9, 2011

Ohio Department of Transportation Pre-qualified Appraiser Code Number 081114 issued December 4, 1995.

Ohio Department of Transportation Pre-qualified Appraisal Reviewer issued November 8, 2000.

Licensed real estate sales agent certificate number 332617 issued November 14, 1986.

BUSINESS & PROFESSIONAL AFFILIATIONS:

MAI designated member of the Appraisal Institute

AI-GRS designated member of the Appraisal Institute

GAA member of the Real Estate Appraisal Section of the National Association of Realtors

SR/WA Candidate Member of International Right of Way Association

Member of the National Association of Realtors

Member of the Greater Cincinnati Association of Realtors

DISCLOSURE STATEMENT

APPRAISER DISCLOSURE STATEMENT In compliance with Ohio Revised Code Section 4763.12 (C)	
1. Name of Appraiser	<u>Lance R. Brown</u>
2. Class of Certification/Licensure: ☒ Certified General ☐ Licensed Residential ☐ Temporary ☐ General ☐ Licensed Certification/Licensure Number: <u>ACG.0000409301</u>	
3. Scope: This report ☒ is within the scope of my Certification or License. ☐ is not within the scope of my Certification or License.	
4. Service Provided By: ☒ Disinterested & Unbiased Third Party ☐ Interested & Biased Third Party ☐ Interested Third Party on Contingent Fee Basis	
5. Signature of person preparing and reporting the appraisal. 	
This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state licensed real estate appraiser.	

State of Ohio
 Department of Commerce
 Division of Real Estate
 Appraisal Section
 Cleveland (216) 787-3100

Attachment: Water Tower Site Final Appraisal Report (1826 : Agreement for Purchase of property at 4125 Port Union Road)

PURCHASE AGREEMENT

This agreement ("Agreement") is made and entered into this ____ day of _____, 2021 by and between **Walton Holdings, LLC, an Ohio limited liability company**, ("Seller"), and **City of Fairfield, Ohio**, an Ohio municipal corporation, ("Purchaser").

1. Offer to buy; description of property. Subject to the terms stated in this offer, the undersigned Purchaser offers to purchase and Seller agrees to sell the following real estate:

A. Being part of Lot 13244 in the City of Fairfield, Butler County, Ohio, located at 4125 Port Union Road and being approximately 0.849 acres of land as shown on Exhibit "A" attached hereto the same to be as described in a survey to be prepared at Purchaser's expense as set forth in paragraph 3 herein.

B. A Utility Easement upon over and across Lot 13244 in the City of Fairfield, Butler County, Ohio being approximately 0.115 acres as shown on Exhibit "A" attached hereto. The easement shall be as described in a survey to be prepared at Purchaser's expense as set forth in paragraph 3 herein.

C. An Access Easement permitting Purchaser ingress and egress upon over and across Lot 13244 in the City of Fairfield, Butler County, Ohio being approximately 0.287 acres as shown on Exhibit "A" attached hereto. The easement shall be as described in a survey to be prepared at Purchaser's expense as set forth in paragraph 3 herein.

Seller shall convey said property and easements to Purchaser together with all appurtenant rights, privileges, and easements, and all other improvements located thereon (collectively referred to as the "Real Estate")

2. Purchase price. The purchase price for the Real Estate shall be **Ninety Thousand and 00/100 Dollars (\$90,000.00)**. The purchase price shall be paid by cashier's or official municipal check at closing.

3. Conditions. Purchaser's obligation to purchase the real estate shall be contingent upon the satisfaction of the following conditions:

A. Title examination/Review of Property Information. Purchaser, at Purchaser's sole cost and expense, may obtain a title examination of the Real Estate and review such other records and information as may be available pertaining to the property. If the title examination or other information or records reveal that all or any part of the real estate is unmarketable, or is subject to any defect, lien, encumbrance, easement, condition or restriction which is not acceptable to Purchaser, in Purchaser's sole judgment, Purchaser may terminate this Agreement by written notice to the Seller. Purchaser shall obtain the title examination and advise Seller in writing of any defect, lien, encumbrance, easement, condition or restriction which is not acceptable to the Purchaser within thirty (30) days after the effective date of this Agreement.

B. Property Description. Purchaser at Purchaser's sole cost and expense shall cause a survey, plat, and legal description of the Real Estate to be prepared by a licensed surveyor in the State of Ohio which shall include a legal description of the easements. The survey plat and legal descriptions shall hereinafter be referred to as the Survey. Purchaser shall provide Seller with a copy of the Survey for Seller's approval. Approval of the Survey shall not be unreasonably withheld. In the event that Seller and Purchaser are unable to agree upon the Survey, Purchaser shall have the right to terminate this agreement by sending written notice thereof to Seller and thereafter, Purchaser shall have no further obligation hereunder.

C. Inspections. Purchaser, at Purchaser's sole cost and expense, may undertake and complete any and all investigations and inspections of the Property as Purchaser deems appropriate to determine if the Property is acceptable to Purchaser for Purchaser's use.

D. Environmental. Purchaser, at Purchaser's sole cost and expense, may procure an environmental assessment of the Real Estate, the results of which shall be satisfactory to Purchaser.

4. **Possession.** Seller will deliver possession of the property to Purchaser at closing.

5. **Conveyance; evidence of title.** Seller will convey marketable, fee simple title to the Real Estate to Purchaser by general warranty deed for the property being purchased and shall deliver to Purchaser Easements for Access and Utilities in the form attached hereto as Exhibit B which shall have attached thereto the legal description of the Easement areas. Such property shall be conveyed free and clear of all liens, encumbrances, conditions, easements, and restrictions, except conditions, easements, and restrictions of record on the date of this offer, and except taxes and assessments which are a lien but not yet due and payable. The deed shall be made out to: **City of Fairfield, Ohio, an Ohio municipal corporation.**

6. **Taxes and assessments.** Seller shall pay for all property taxes accruing up to the date of closing. Purchaser shall not be responsible to reimburse Seller for any taxes for the property conveyed including any taxes which are not yet due on the date of closing. It is understood that the property being conveyed to Purchaser will be split from Seller's parcel and will not be taxed separately until the lot split is recognized by the County. Seller shall pay all taxes for the Real Estate until such time as Purchaser receives a separate tax bill for the Real Estate.

7. **Costs; Survey.** Purchaser agrees to be responsible for all costs traditionally paid for by Purchaser in a real estate transaction in this County, including but not limited to, title examination, title insurance and recording fees.

8. **Payment of utilities and other charges.** Seller shall pay, through the date of possession, all incurred utility charges and any water, sewer, or other charges that are or may become a lien.

9. **Insurance; damage or destruction of property.** Until the deed is delivered, Seller shall maintain fire and extended coverage insurance on the property in the same amount as maintained by Seller at the time of executing this contract. Seller shall remain responsible for the condition of the Real Estate until possession is delivered to Purchaser and shall maintain premises liability insurance for the Real Estate until possession is delivered to Purchaser and shall defend, indemnify and hold harmless Purchaser, its officers, agents and employees from any liability for any and all claims, injuries (including death), and damages sustained by any person or entity arising from the Real Estate prior to delivery of possession to Purchaser. The provisions of this paragraph shall survive delivery of the deed and closing.

10. **Real Estate Commission.** The parties hereto represent to each other that they have not contacted, contracted with or entered into any agreement with any real estate broker, finder or agent in connection with the sale of the Property, and that they have not taken any action which might result in any real estate broker's, finder's or other fee or commission being due or payable in connection with the transactions contemplated by this Contract. Each party

shall indemnify and save harmless the other from and against all costs, claims, expenses or damages, including reasonable attorneys' fees, resulting from or related to any brokerage commission, finder's fee or other commission due or alleged to be due or alleged to be due arising from the acts or contacts of such indemnifying party. The provisions of this paragraph shall survive the closing.

11. Closing. The transaction shall be closed within thirty (30) days after Purchaser's receipt of the Survey unless the parties agree in writing to an extension. The closing shall be at a time and place mutually agreeable to the parties in Fairfield, Ohio.

12. Miscellaneous. This contract constitutes the entire agreement between the parties and it supercedes any prior agreement between the parties. There are no oral or written representations which have not been incorporated in the contract. Time is of the essence for all provisions of this contract. All certifications and warranties of Seller shall survive the closing.

13. Acceptance. This Agreement shall constitute a binding contract which is binding on the parties, their heirs, personal representatives, executors, administrators, successors and assigns. This Agreement shall remain open for acceptance until noon on _____, 2021.

Date: _____

PURCHASER:

CITY OF FAIRFIELD, OHIO

By: _____
Donald G. Bennett,
Acting City Manager

ACCEPTANCE

The undersigned Seller accepts the foregoing offer according to its terms. The undersigned warrant that the persons signing this acceptance are authorized to execute this agreement on Seller's behalf.

Walton Properties, LLC

Date: _____

By: _____
Thomas Torbeck,
Authorized Member

This instrument prepared by:
 Clemmons & Wolterman Law Firm
 530 Wessel Drive, Suite 2A
 Fairfield, OH 45014
 (513) 829-6700

Active Clients\City of Fairfield\Real Estate\2021\4125 Port Union Road Purchase\2021-04-27-Purchase Agreement

Attachment: 2021-04-27-Purchase Agreement (1826 : Agreement for Purchase of property at 4125 Port Union Road)

CERTIFICATE

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

Jacob Burton
Finance Director
City of Fairfield, Ohio

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John H. Clemmons
Fairfield City Law Director

Adam M. Sackenheim
Public Utilities Director

Attachment: 2021-04-27-Purchase Agreement (1826 : Agreement for Purchase of property at 4125 Port Union Road)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH WALTON HOLDINGS, LLC FOR THE PURCHASE OF APPROXIMATELY 0.849 ACRES OF LAND AND ASSOCIATED EASEMENTS AT 4125 PORT UNION ROAD.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Walton Holdings, LLC for the purchase of approximately 0.849 acres of land and associated easements at 4125 Port Union Road in accordance with the agreement on file in the office of the City Manager.

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

Passed _____
 Posted _____ Mayor's Approval

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\Walton Holdings-Ord

Attachment: Walton Holdings-Ord (1826 : Agreement for Purchase of property at 4125 Port Union Road)



City Council Resolution
Regular Meeting - May 10, 2021

Submitted by: Jake Burton,
 Submitting Department: Finance

Subject:

Establishing the Transformative Economic Development Fund

Legislation Title:

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).

Background/Synopsis:

Transformative economic develop will provide a critical, strategic framework for future growth and redevelopment resources to ensure a high quality of life can be sustained for years to come with a focus on:

1. Job Creation
2. Business Recruitment & Retention
3. Strategic Properties
4. Blight Removal

Financial Impact:

None at this time

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. TED Fund-Res

RESOLUTION NO. _____

RESOLUTION ESTABLISHING THE TRANSFORMATIVE
ECONOMIC DEVELOPMENT FUND AND DECLARING
AN EMERGENCY.

WHEREAS, the City wishes to encourage economic development that creates a significant and lasting change to the economy and quality of life within the community; and

WHEREAS, the City has identified the need for redevelopment of sites and buildings within commercial and industrial areas to facilitate development, redevelopment and job creation; and

WHEREAS, the City may acquire various real properties for redevelopment purposes and hold and manage such properties with the intent of increasing value, facilitating private development, and creating a positive economic outcome to the City; and

WHEREAS, the City has determined the need to create the Transformative Economic Development Fund ("Fund") to account for revenue and expenditures specific to the purpose of completing Transformative Economic Development projects; and

WHEREAS, the City wishes to direct revenue to the Fund for costs associated with transformative economic development actions which may include among others all costs associated with acquisition, demolition, environmental remediation, construction, marketing and/or professional services and debt service for transformative economic development. The projects will be primarily related to creation, expansion, or retention of business, development or redevelopment projects that result in job creation or retention and/or improve the quality of life within the community; and

WHEREAS, it may be necessary to advance monies into the Fund from the General Fund;

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

Section 1. The City of Fairfield hereby establishes the Transformative Economic Development Fund (Fund 414) which shall be maintained separately from all other City funds to account for designated revenues and expenditures related to activities associated with transformative economic development projects.

Section 2. Such monies directed by Council to be transferred to said fund received from the sale of properties that have been acquired shall be credited to said fund and expended in accordance with the appropriations of Council.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants and the preservation of the public peace, property, health, safety and welfare, for the reason that redevelopment activities proceed without delay; wherefore, this Resolution shall take effect immediately upon its passage.

Passed _____

Posted _____

Mayor's Approval

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2021\TED Fund-Res



City Council Ordinance
Regular Meeting - May 10, 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.

\$90,000 for purchase of 4152 Port Union Road;
 \$92,751 for City Wide Card Access System upgrade;
 \$321,150 for purchase of vehicles for various city departments;
 \$130,795 for outfitting of snow plow truck (Street Division).

Financial Impact: \$634,696.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 5-10-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 \$459,546

To: 40216025-252000 Improvements Other Than Building \$459,546
*(Replacement of Van for IT 1FT01 (\$30,750);
 Replacement of Truck for Parks 1FT51 (\$41,050); Replacement of 3 Trucks for Streets 1FT62 (\$127,250); Replacement of Animal Control Truck for Police 1FT73 (\$36,950); Outfitting of Snow Plow Truck 1FT61 (\$130,795))*

From: Unappropriated Water Expansion Fund \$90,000

To: 40716025-251000 Land \$90,000
(Purchase of 4125 Port Union Road 1WT24)

From: Unappropriated Sewer Surplus Fund \$85,150

To: 62416025-253100 Automotive Equipment \$85,150
(Replacement of 2 Trucks for Sewer 1FT41)

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 5-10-Ord (1837 : 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 5-10-Ord

Attachment: Contractual 5-10-Ord (1837 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - May 10, 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.

\$7,200 for Wastewater Division Instrumentation Replacement Equipment;
 \$9,600 for Wastewater Plant Concrete Repairs;
 \$13,000 for Wastewater Plant Walkway Grating;
 \$14,966 for Primary Tank Overhaul - Wastewater Division;
 \$30,000 for Recreational Facilities Beautification and Landscaping;
 \$10,000 for CCTV cameras for Central Traffic System;
 \$70,000 for Elisha Morgan Mansion Outdoor Event Space (various vendors);
 \$49,600 for smart water meters;
 \$11,000 for Muskopf BPS Pump 2 Check Valve;
 \$48,500 for engineering services for Water Plant expansion project.

Financial Impact: \$263,866.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.051021
2. Non Contractual 5-10-Ord



**City Council Information Item
Regular Meeting - May 10, 2021**

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Instrumentation Replacement Equipment

Legislation Title:

Wastewater Division Instrumentation Replacement Equipment

Background/Synopsis:

The Wastewater Facility utilizes a wide variety of instrumentation in order to physically monitor and control processes ensuring regulatory compliance. It is necessary to integrate new technologies and modern equipment to keep the Wastewater Facility up-to-date and in optimal working order. The equipment being purchased will replace instrumentation equipment that has exceeded its life expectancy with state-of-the-art equipment using the latest available technology. A proposal is attached for review.

Financial Impact:

An appropriation in the amount of \$7,200.00 is being requested for the purchase of replacement instrumentation equipment.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project number 1WW05, Instrumentation Replacement Program. The funding source is the Sewer Surplus Fund.

Attachments:

1. Hach LDO pH ORP



Be Right™

Quote

Web Quote Number: 60885614435

Account Number: 051216

Updated On: 04/09/2021

Entered/Placed On: 04/09/2021

Quote Reference Number:

Quote Source:

Web

Login Name:

rhassler@fairfield-city.org

Expiration Date:

06/08/2021

Quote List

Line #	Product # / Item	Quantity	Unit Price	Total Price
1	LXV404.99.00552 SC200 Universal Controller: 100-240 V AC with two digital sensor inputs and two 4-20 mA outputs	1	\$2,272.00	\$2,272.00
2	8809200 SC200 UV Protection Screen	1	\$176.00	\$176.00
3	DPD1P1 pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount	1	\$1,182.00	\$1,182.00
4	DRD1P5 Hach Online Process ORP Sensor - General Purpose Digital ORP Sensor	1	\$1,237.00	\$1,237.00
5	9020000 Hach LDO sc Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology	1	\$2,153.00	\$2,153.00
Subtotal:				\$7,020.00
Estimated Shipping and Handling:				\$175.40
Total:				\$7,195.40

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

Shipping, Billing and Payment Details**Contact Information**

Randy Hassler
(513) 858-7760
rhassler@fairfield-city.org

Billing Address

City of Fairfield
Randy Hassler
5350 Pleasant Avenue
Fairfield, Ohio 45014
USA
(513) 858-7760

Terms and Conditions

- Net 30 Days From Invoice Date
- By placing your Quote, you agree to Hach Standard Terms and Conditions at hach.com/terms.
- Standard shipping rates apply. Please visit hach.com/shippingPolicyAndRates for details.
- Quote is valid until the expiration date.
- Due to U.S. Export Compliance regulations and packaging concerns, online ordering is NOT available for export transactions and orders with ultimate destination or use outside the USA (including Puerto Rico, U.S. Virgin Islands, Guam and other U.S. territories, and APO or FPO addresses). By processing your request, you are certifying the ordered products are not for ultimate use outside the 50 United States.

HACH COMPANY
5600 Lindbergh Drive
PO Box 389
Loveland, Colorado 80539
Tel: 970-669-3050
Fax: 970-669-2932
hach.com

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Wastewater Plant Concrete Repairs

Legislation Title:

Wastewater Plant Concrete Repairs

Background/Synopsis:

The request is for an appropriation to pour new concrete at the Wastewater Treatment Plant in disturbed areas associated with new natural gas line installation project in 2020.

Concrete installation will be performed by Prus Construction at prices listed under existing contract 2021-03, Concrete Repair Replacement. The contract is administered by Fairfield's Public Works Department. A Public Works' inspector measured the location where the concrete will be installed and will oversee contractor performance and verify the sidewalk is installed in accordance with City standards. Information on concrete sizing and pricing is included for Council review in the attached document.

Financial Impact:

An appropriation in the amount of \$9,600.00 is being requested to install new concrete at the Wastewater Treatment Plant.

Funding for this project is included in the 2021-2025 Capital Improvement Program under project number 1WW07, Wastewater Plant Concrete/Masonry. The funding source is the Sewer Replacement and Improvement Fund.

Attachments:

1. WW Plant Concrete Work

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

Jason Hunold

From: Matthew Yunger
Sent: Tuesday, April 20, 2021 12:20 PM
To: Jason Hunold
Subject: RE: WWTP Concrete Work

Jason,

Here is the estimated costs for the misc. concrete work at the wastewater plant.

Area #1, "Boiler Room Area", 503sf @ \$9.50/sf = \$4,778.50

Area #2, "Sludge Conditioning Tank Area", 1000.25sf @ \$9.50 = 4,360.50

Area #3, "Operators Room Door", 38.25SF @ \$9.50/SF = \$363.38

Total Costs estimated at \$9503.00

This estimate uses the Prus Construction cost per square foot as bid for 4" misc. concrete.

Please let me know if you would need anything else.

Matt

Matt J Yunger, P.S.
Construction Inspector
 City of Fairfield, Ohio
 8870 N. Gilmore Road
 513-867-4226



www.fairfieldoh.gov



The City of Fairfield is subject to Ohio sunshine laws relating to public records. Email sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and recipients of City email should be aware that their emails may be subject to disclosure upon request. This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, employee or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.

From: Jason Hunold <JHunold@fairfield-city.org>
Sent: Tuesday, April 20, 2021 7:01 AM
To: Matthew Yunger <MYunger@fairfield-city.org>
Subject: Re: WWTP Concrete Work

10:30 works for us!

Jason Hunold

Public Utilities Superintendent

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

City of Fairfield

From: Matthew Yunger <MYunger@fairfield-city.org>
Sent: Tuesday, April 20, 2021 6:59:30 AM
To: Jason Hunold <JHunold@fairfield-city.org>
Subject: RE: WWTP Concrete Work

I have a field mtg with N Dill at 9 this am, would 10:30 work? Just so I know what WW needs so I can inspect, or I can ask Rob to attend at 9?

From: Jason Hunold <JHunold@fairfield-city.org>
Sent: Tuesday, April 20, 2021 6:57 AM
To: Matthew Yunger <MYunger@fairfield-city.org>
Cc: Randy Hassler <rhassler@fairfield-city.org>
Subject: RE: WWTP Concrete Work

Good deal! 9 am this morning would work great for us. Please meet up with Randy Hassler at the WW Plant.

Thanks,

Jason Hunold
Treatment Superintendent
 City of Fairfield, Ohio
 Department of Public Utilities
 5021 Groh Lane
513-858-8348



<https://www.fairfield-city.org/314/Wastewater>



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From: Matthew Yunger <MYunger@fairfield-city.org>
Sent: Tuesday, April 20, 2021 6:55 AM
To: Jason Hunold <JHunold@fairfield-city.org>
Subject: RE: WWTP Concrete Work

Jason,
 Were in the area all day/week, let me know a time that works for you and I'll ask Rob w/ Prus to swing by.
 Matt

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

From: Jason Hunold <JHunold@fairfield-city.org>
Sent: Monday, April 19, 2021 10:18 AM
To: Matthew Yunger <MYunger@fairfield-city.org>
Subject: WWTP Concrete Work

Hey Matt,

I have some concrete work for Pruse at the WW Plant. Let me know when we can schedule a meeting with them.

Thanks,

Jason Hunold
Treatment Superintendent
City of Fairfield, Ohio
Department of Public Utilities
5021 Groh Lane
513-858-8348



<https://www.fairfield-city.org/314/Wastewater>



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Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Plant Walkway Grating

Legislation Title:

Wastewater Plant Walkway Grating

Background/Synopsis:

The request is for an appropriation to purchase and replace building and structure walkway grating at the Wastewater Treatment Plant. The existing walkway grating – which spans treatment tanks and channels – is more than thirty years old and is beginning to flex/spring and is becoming a safety hazard.

Wastewater Division staff will replace the grating in-house. A cost estimate for the grating is included for City Council review.

Financial Impact:

An appropriation in the amount of \$13,000.00 is being requested to purchase and replace building and structure walkway grating at the Wastewater Treatment Plant.

Funding for this project is included in the 2021-2025 Capital Improvement Program under project number 1WW13, Building Improvements. The funding source is the Sewer Replacement and Improvement Fund.

Attachments:

1. AMD INC Grating



AMD INC

1970 South Carboy Road
Mt Prospect, IL 60056

Estimate

Date	Estimate #
3/31/2021	10543

Name / Address	
City of Fairfield, Ohio Wastewater Bradley Abner	
513-858-7764	babner@fairfield-city.org

Ship To

Rep	Project
SF	

Description	Qty	Rate	Total
Item (20) Molded Grating 2.0" Thick, 2.0" x 2.0" Mesh, Ortho Fr Resin 4' x 12' Grit top surface. Lt. Gray (F282111C4L)	4	441.24	1,764.96T
Item (14) Molded Grating 1.50" Thick, 1.5" x 1.50" Mesh, Grit top surface Ortho Fr Resin, 3' x 10' Lt. Gray (F261111C)	6	275.00	1,650.00T
Item (14) Molded Grating 1.50" Thick, 1.5" x 1.50" Mesh, Grit top surface Ortho Fr Resin, 3' x 10' Lt. Gray (F261111C)	4	275.00	1,100.00T
Item (14) Molded Grating 1.50" Thick, 1.5" x 1.5" Mesh, Ortho Fr Resin 4' x 12' Grit top surface Lt. Gray (F241111C)	10	394.00	3,940.00T
Item (14) Molded Grating 1.50" Thick, 1.5" x 1.50" Mesh, Grit top surface Ortho Fr Resin, 3' x 10' Lt. Gray (F241111C)	10	275.00	2,750.00T
M-Clip used with 2.0" mesh, Clip Only	48	2.75	132.00T
M-Clip used with 1.5" mesh, Clip only	320	2.25	720.00T

Subtotal

Credit card Number: _____	Exp / .
Cardholder Name: _____	CVV Code: _____

Sales Tax (0.0%)
Total

Phone #	Fax #	E-mail	Web Site
847-593-1800	847-593-1830	sales@amdgrating.com	www.amdgrating.com



AMD INC

1970 South Carboy Road
Mt Prospect, IL 60056

Estimate

Date	Estimate #
3/31/2021	10543

Name / Address	
City of Fairfield, Ohio Wastewater Bradley Abner	
513-858-7764	babner@fairfield-city.org

Ship To

Rep	Project
SF	

Description	Qty	Rate	Total
Shipping & Handling 45014 Shipping to: Estimated Freight and Packaging Quote as of 4/1/2021 is \$782.00 calculated on a LTL basis and should be considered for Budgeting Purposes Only. Number of trucks and type of truck may vary depending on packaging requirements, un-loading capabilities and unknown site conditions. NOTE: Freight and packaging charges will be invoiced based on actual charges, including carrier availability, weight class, fuel surcharges, tolls (full truck or LTL) Overage fees and A.M.D.,Inc. packaging / skidding fees on date of shipment.		782.00	782.00
		Subtotal	\$12,838.96
Credit card Number: _____	Exp / .	Sales Tax (0.0%)	\$0.00
Cardholder Name: _____	CVV Code: _____	Total	\$12,838.96

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

Phone #	Fax #	E-mail	Web Site
847-593-1800	847-593-1830	sales@amdgrating.com	www.amdgrating.com



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Primary Tank Overhaul - Wastewater Division

Legislation Title:

Primary Tank Overhaul - Wastewater Division

Background/Synopsis:

The Wastewater Division's Primary Treatment Process is utilized to remove organic solids from wastewater. Raw wastewater flows through the treatment plant's six (6) primary clarifier tanks which are used for raw sludge and grease removal. The physical process of flotation and sedimentation takes place in the clarifier tanks. Heavy organic matter (sludge) settles to the bottom of the tanks, and floatable organic matter (grease) floats to the top of the tank, where it is all removed mechanically and sent to the "Solids Handling" portion of the treatment process known as Anaerobic Digestion.

The tanks are constructed with mechanical components including sprockets, drive chain, sleeves, bearings and a large variety of wear items. These components have exceeded their useful life and are in need of replacement before they fail.

Wastewater Division Staff will be replacing the components in-house.

Financial Impact:

An appropriation in the amount of \$14,965.86 is being requested to purchase components to rebuild the Wastewater Divisions Primary Clarifiers.

Funding for this project is included in the 2021-2025 Capital Improvement Program under project number 1WW04, Primary System Tank Overhaul. The funding source is the Sewer Surplus Fund.

Attachments:

1. Fairfield OH - jackshaft, sprockets and torque limiter - 2021-450583

Proposal For: CITY OF FAIRFIELD
Randy Hassler
5350 PLEASANT AVE
FAIRFIELD, OH 45014-3567
Phone: 5138675300
rhassler@fairfield-city.org

Scott B. Perry
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: 262-521-8209
scott.perry@evoqua.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W3T16105 Jackshaft assembly - 2" DIA x 44.75" L; REF - 40430-108-1 Reference #: HPOS Reference #: HPOS Jackshaft assembly minus the Sprocket and bibbiguard torque limiter which are quoted separately.	1 EA	\$2,180.00	\$2,180.00
2	W2T118765 SPROCKET-N78, 11T,SOLID,4.73"B,POLYMERIC Reference #: 303-70464-2	2 EA	\$315.93	\$631.86
3	W3T16105 WW Bibbiguard Torque Limiter - 316ss; REF 17756-209-1 Reference #: HPOS	2 EA	\$5,727.00	\$11,454.00

Currency: USD

Item(s) Subtotal: **\$14,265.86**
Shipping and Handling Charges: **\$700.00**
Total Net Price: \$14,965.86

Material Escalation:

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 221.4 for September 2020. If the MMPI exceeds 230.0 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI factor.

Please provide tax exempt certificate with purchase order.

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

Our Manufacturer Rep in your area is:

Representative: Tim Shaw and Scott Myers
Company: The Henry P. Thompson Company
List Address: 101 Main St Suite 300
Milford, OH, 45150
Phone: (513) 807-7256
Email: tshaw@hpthompson.com

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 05-14-2021
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to:
 - or Email to: scott.perry@evoqua.com
- You may also mail this to:
 - Evoqua Water Technologies
 - N19W23993 Ridgeview Pkwy, Suite 200
 - Waukesha, WI 53188

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Recreational Facilities Beautification and Landscaping

Legislation Title:

Beautification and Landscaping

Background/Synopsis: In the Parks and Recreation Board's 2021 – 2025 Capital Improvement Program, a series of improvements at the Fairfield Greens Golf Courses and Fairfield Aquatic Center are included as part of its 2021 CIP projects (1RC01). The improvements include the removal/replacement of overgrown brush/trees along South Trace Hole #8 and Huffman Park, landscaping behind #7 Tee, North Trae fencing along Winton Rd. and other miscellaneous beautification projects.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$30,000 for the purchase of materials and services for the 2021 projects.

FINANCIAL IMPACT: An appropriation of \$30,000 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. Fairfield Greens Back Tee Repair
2. Browns

Fairfield Greens GC Back Tee Repair

Mobilization - \$500.00

Dispose of Damaged Railroad Ties (onsite) - \$700.00

Haul From Proximate Existing Mounds - \$1,200.00

Prep and Sod Disturbed Area Behind Tee and Borrow Mounds - \$2,600.00

Total = \$5,000.00

If the club would rather Topp Shape transport material in from an offsite location, an additional \$3,800.00 would be applied to this total.

Respectfully,

Tyler Topp

Project Manager, Topp Shape Enterprises Inc.

937-475-6024

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

To City of Fairfield
% Bob

JOB Loc Huffman Park
Fairfield Green

JOB ESTIMATE

**BROWN'S TREE SERVICE
 AND LANDSCAPING, LLC**

517 Williams Avenue • Hamilton, Ohio 45015

513-856-9733

Payable upon completion of job

Date: _____

DESCRIPTION	AMOUNT
Cut 4/6 th of Fence line Except Evergreens Starting AT END WHERE LEFT OFF HEADING toward Evergreen at other Point of Fence line Remove Metal Fence Re-grass to level out AND GRIND STUMPS Clean up ALL wood Branch + debris	16,500 ⁰⁰

Customer Signature: _____

Estimate good for six months.

Quoted By: _____



City Council Ordinance
Regular Meeting - May 10, 2021

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of funding for CCTV (Closed Circuit Television) Cameras for Central Traffic System

Legislation Title:

Appropriation of funding for CCTV (Closed Circuit Television) Cameras for Central Traffic System

Recommendation:

It is recommended that City Council authorize an appropriation as describe in the Financial Impact section for the purchase of cameras by Public Works through purchase orders.

Background/Synopsis:

This is for the purchase of replacement CCTV cameras for the City's Central Traffic System. Both Public Works and Police/Fire Dispatchers have the ability to monitor these cameras.

The existing cameras were originally installed at select signalized intersections with a federal grant project aimed at upgrading the City's traffic system in 2010.

These cameras often exceed their useful life expectancy of 5-7 years and most have been replaced already with higher definition cameras. Some cameras have been added to better assist the City's Dispatch Center, including seven additional cameras with the 2019 ITS Phase 2 project. We have 44 CCTV cameras currently on our system of varying ages.

This project is programmed in the current 2021-2025 Capital Improvements Program as 1PW15.

Financial Impact:

Total of \$10,000.00 (\$5,000.00 from the Law Enforcement Fund and \$5,000.00 from the County Motor Vehicle Fund).

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

No



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Elisha Morgan Mansion Outdoor Event Space

Legislation Title:

Elisha Morgan Mansion Outdoor Event Space

BACKGROUND/SYNOPSIS: The Parks and Recreation Board identified in its 2021-2025 Capital Improvement Program (1PR21) the need to incorporate an outdoor event space at Gilbert Farms Park. This added event space will expand the Elisha Morgan Mansion rental capabilities and enhance the landscape and grounds.

The proposed event space will be a 40' x 40' concrete patio adjacent to the south side of the mansion with sidewalks connecting existing pathways. A 24' x 40' self-supported awning will cover a majority of the patio. Landscaping will compliment and complete the addition.

Queen City Awning will be providing the awning structure and Sam and Mike Neal Contractors will be doing the concrete work. City staff will install landscape materials purchased through various vendors.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$70,000 for the project to be completed 2021 Summer.

FINANCIAL IMPACT: An appropriation of \$70,000 will be needed to complete the requested projects.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for the project to be completed during the 2021 Summer for Fall rentals.

Attachments:

1. AwningQuotePDF139890B
2. concreteestimate_496



**Queen City
Awning**

Quality custom awnings since 1877

Visit the design center at:
7225 East Kemper Road
Cincinnati, Ohio 45249
Monday - Friday 9am to 5pm



Professional Awning
Manufacturers Association
PROUD MEMBER

11.D.3.a



Cincinnati
(513) 530-5580

Nationwide
(800) 611-2800

Andrew's Mobile
513-659-9466

Website
QueenCityAwning.com

Gilbert Mansion
6181 Ross Rd
Fairfield OH 45014

Quote ID **139890-B**

Date March 25, 2021

Pages one

Email andrew@queencityawning.com

Proposal

We, Queen City Awning, are pleased to quote on the following:

Furnish and install: (1) Guardian Canopy complete

The item(s) listed above will be constructed to the following specifications:

<u>Width</u>	<u>Drop</u>	<u>Projection</u>	<u>Rigid Valance</u>	<u>Posts</u>	<u>Price</u>
40' 0"	5' 0"	24' 0"	1' 0"	(x10)	\$27,800

- Material** - choice of the following:
a) Ferrari PreConstraint 502 (coated vinyl) = included
b) SeaMark (coated woven acrylic) = add +\$2,000
- Frame** Welded aluminum tube, mill finish = included
- electrostatic paint finish (BLACK) = +\$5,000
- Additional** - PE stamped drawings = +\$1,000 (required for permit)
- Permit(s) = +budget \$500-\$750 tbd
- Exclusions** All flashings including thru-wall flashing
Concrete footers (if required)
Side panels

To proceed with the order, please sign and return one copy.

Terms and Conditions

Advance payments are not refundable. If the purchaser cancels the order, purchaser agrees to pay for cost incurred in manufacturing the order. All cancellations must be in writing.

This proposal forms the entire agreement. Any changes, deletions or additions must be made and agreed to in writing by both parties.

It is the sole responsibility of the purchaser to determine the suitability of the item(s) being purchased.

All work to be completed in a professional manner according to standard practices. Any questions concerning workmanship must be reported within 10 days after completion of work or will be subject to a service charge.

Time estimates for the delivery/installation of this order are subject to change and are not considered binding. All agreements contingent upon strikes, accidents or delays beyond our control.

Storage charges will apply to orders which have not been picked up, delivered or installed within 30 days of notification.

Unless specifically noted, existing awning frames are assumed to be as-is. Any repairs, replacements or modifications necessary to install the cover will be an additional charge.

Our workers are fully covered by liability and worker's compensation insurance.

Purchaser agrees to pay all fees, including legal fees, to collect past due amounts.

WARRANTY: Queen City Awning warrants fabric, framework and installation of their awnings to be free from defects for a period of one year from date of installation. See warranty for details. For fabric warranty, see supplier's certificate.

Company Authorization

Authorized by Andrew Angelo

Acceptance of Proposal

Payment Terms: **To be determined**

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Purchase Order Number

Signature of Acceptance

Date

Printed Name

VALID ONLY IF ACCEPTED WITHIN 30 DAYS

A service charge of 1-1/2% per month will be charged on

Packet Pg. 143

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



Estimate

Sam and Mike Neal Contractors

For: Rodney Jones Fairfield City
rjones@fairfieldoh.gov
6181 Ross Rd
Fairfield, OH, 45014

Estimate No: 49
Date: 11/13/202

Description	Quantity	Rate	Amount
1. Remove grass area approx 40x40 and replace with concrete	1	\$16,000.00	\$16,000.00
2. Remove grass area for sidewalks to join new pad approx 98x4	1	\$3,920.00	\$3,920.00
3. Add drain pipe/pipes needed under pad to remove water catch on upper side to lower side and excavate land around pad to compensate	1	\$4,475.00	\$4,475.00
4. Two window wells will need to be adjusted to match new pad heights	1	\$1,000.00	\$1,000.00
5. Class C concrete will be used	1	\$0.00	\$0.00
6. Gravel base will be added and tamped at approx 2 inches	1	\$0.00	\$0.00
7. Cure and sealer will be added to new concrete	1	\$0.00	\$0.00
8. Furnish all labor and materials	1	\$0.00	\$0.00

Subtotal \$25,395.00
TAX 0% \$0.00
Total \$25,395.00

Total \$25,395.00

Notes

Total of \$25395.00 is to be paid in full upon completion

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for 'smart' water meters

Legislation Title:

Water Meter Appropriation - residential meters

Background/Synopsis:

The requested appropriation will allow for the purchase of 200 intelligent water meters with integrated radio assemblies through the City's normal purchasing procedures. A proposal for the appropriate equipment and a sole source document are attached for review. The meters will be purchased from Ferguson Water Works and installed as needed by Fairfield Water Division staff.

The Water Division has determined that the Multi-Jet water meter manufactured by Master Meter is the best meter for residential applications in Fairfield based on factors including accuracy, maintenance requirements, and installation considerations. More specifically, the Multi-Jet meter utilizes proprietary "under the glass" encapsulation technology which fully encloses the radio / antenna transmitter equipment, battery unit, and meter register within a single hermetically-sealed enclosure. The under the glass design eliminates external wires and connection points. The Multi-Jet meter is a smart meter that is fully compatible with the City's automated meter reading platform, known as Allegro. The City continues to expand its automated meter-reading infrastructure (AMI), which allows the City to read and trouble-shoot water meters in real time. The AMI system, when built out, will significantly improve the City's levels of efficiency relative to meter reading and customer service.

The meters to be procured through this appropriation request will likely be installed in "Route 301", which is the residential area north of Nilles Road, between Pleasant Avenue and Hicks Boulevard.

Financial Impact:

An appropriation in the amount of \$49,600.00 is being requested for the purchase of 200 smart water meters for the Water Division. Funding for the project is included in the approved 2021-2025 Capital Improvement Program, under projects 1WT17 and 1WW14, Automatic Meter Reading (AMR). The funding sources are the Water Replacement and Improvement Fund and the Sewer Replacement and Improvement Fund.

Attachments:

1. MM-Ferguson-SoleDistributorLetter-FairfieldOH
2. Ferguson MM quote 04302021



August 31, 2020

City of Fairfield, OH
Attn: Adam Sackenheim
5021 Groh Lane
Fairfield, OH 45014

Ref: Exclusive Distribution

Mr. Sackenheim:

Ferguson Waterworks is currently Master Meter's exclusive distributor in the state of Ohio. All pricing, inquiries and sales opportunities of Master Meter products must be handled through Ferguson Waterworks.

Ferguson Waterworks was selected as our exclusive distributor due to their location and willingness to maintain inventory, which allows them to better service Master Meter customers in that area. They have made a commitment to stocking products for the various customers in the area and to providing ongoing support and the sales effort needed to grow our business.

Exclusive agreements are very common in our industry today due to the complexity of products being sold. The knowledge needed to properly support a product line such as water meters and electronics is essential to servicing our customers. Working exclusively with one distributor in an area makes it easier to properly track the movement of product and is critical to our ability to respond when a problem occurs.

Please feel free to contact me if you should have any questions. Master Meter and Ferguson Waterworks look forward to having the opportunity to work with you and thank you for your business.

Respectfully,

A handwritten signature in black ink that reads 'Brandon Foster'.

Brandon Foster
Vice President of Sales – Eastern Region
Master Meter Inc.
bfoster@mastermeter.com
Office (817) 842-8108
Cell (706) 594-5763

cc: Mike Phillips, RSM
Brandon Pontious, Ferguson Waterworks

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



FEL-CINCINNATI, OH WW (F528)
11860 MOSTELLER ROAD
CINCINNATI, OH 45241-1525

Phone: 513-942-2525
Fax: 513-942-2533

Deliver To:
From: Jeffrey Garrett
Comments:

16:23:18 APR 29 2021

Page 1 of 1

FEL-FERGUSON WATERWORKS #527

Price Quotation
Phone: 513-942-2525
Fax: 513-942-2533

Bid No: B445567
Bid Date: 04/29/21
Quoted By: JRG

Cust Phone: 513-867-5300
Terms: NET 10TH PROX

Customer: CITY OF FAIRFIELD
METERING ACCOUNT
5021 GROH LANE
FAIRFIELD, OH 45014

Ship To: CITY OF FAIRFIELD
METERING ACCOUNT
5021 GROH LANE
FAIRFIELD, OH 45014

Cust PO#: 200 RES. METERS

Job Name: METERING ACCOUNT

Item	Description	Quantity	Net Price	UM	Total
MB12A11A150101A1	LF 5/8X3/4 USG PLAS MTR *ALLEG	200	248.000	EA	49600.00
Net Total:					\$49600.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$49600.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=528&on=25338>

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Muskopf BPS Pump 2 Check Valve

Legislation Title:

Muskopf BPS Pump 2 Check Valve

Background/Synopsis:

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks. These stations have been constructed with pumps, controls and various pumping components, valves, check valves, etc.

The mechanical check valves at the Muskopf Road BPS are over thirty years old, have exceeded their useful life, and are in need of replacement. These are critical valves that prevent high pressure surges at the BPS. Water Division staff will replace the check valves in-house.

Financial Impact:

An appropriation in the amount of \$11,000.00 is being requested for the purchase of one ten-inch swing check valve for pump #2 at Muskopf BPS.

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT08, Booster Pump Station Improvements. The funding source is the Water Replacement and Improvement Fund.

Attachments:

1. Muskopf Booster Pump Station Quote 02.21

DeZURIK Quotation



To: CITY OF FAIRFIELD
5350 PLEASANT AVENUE
FAIRFIELD, OH 45014
USA

Reference:
Invoice Terms: Net 30 Days
Days Valid: 0
Shipping Point: NO CHARGE - INCLUDED
Delivery Notes:

Date of Quote: 02-19-2021
Quote Number: 217768
Project Name: Fairfied Muskopf Booster Pump Station
I.D. (Rep. Use): 701
Line of Business: 4952 - Municipal Sewage Treatment
Make Order To: DeZURIK, Inc.
C/O Rawdon Myers, Inc.
Jim Steele Municipal Treatment Sales
300 Milford Parkway
Milford, OH 45150
USA
Phone 513 965 5300
Fax 513 965 5314
Email JimS@rawdonmyers.com

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK SARTELL, MN USA.

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1		1	CPC,10,6000MF,F1,DI,DI-S5-S2-UHMW,TS*T1BMB CPC: Style - Pump Control Check Valve 10: Size - 10 Inch (250mm) 6000MF: Body Style - Multi-Function Valve with (1) Mechanical Limit Switch DPDT AB H802T-DTP F1: End Connection - Flanged; ASME 125/150 DI: Body Material - Ductile Iron DI: Disc - Ductile Iron S5: Shaft - 17-4PH Stainless Steel S2: Body Seat Material - 316 Stainless Steel UHMW: Disc Seat Material - Polyethylene TS: - Operating Time in Seconds; (**Must be specified as 2nd line information on the order**) Coating or Paint: S40SD0 - 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep T1BMB: Actuator Type - Torque Unit with Oil Controlled Bottom Mounted Buffer	\$21,203.00	\$21,203.00
2		1	CVS,10,6000A,F1,DI,DI-S11-S2-NBR*BMB,SEL22 CVS: Style - Swing Check Valves 10: Size - 10 Inch (250mm) 6000A: Body Style - Series 6000 Swing Check Valve F1: End Connection - Flanged; ASME 125/150 DI: Body Material - Ductile Iron DI: Disc - Ductile Iron S11: Shaft - 303 Stainless Steel S2: Body Seat Material - 316 Stainless Steel NBR: Disc Seat Material - Acrylonitrile-Butadiene (NBR) Coating or Paint: S40SD0 - 12 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep BMB: Actuator Type - Oil Controlled Bottom Mounted Buffer SEL22: Accessories - (1) Mechanical Limit Switch; Allen Bradley 802T-DTP; NEMA 4 & 13; with 2 N.O. and 2 N.C. Circuits	\$10,505.00	\$10,505.00
Total					\$31,708.00

Attachment: Non-Contractual Appropriations.051021 (1836 : Non-Contractual Appropriations)

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

11.D.3.a

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you, as the purchaser of goods from us, is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA carrier, our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be (30) days net in US dollars. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including cost of materials, labor, engineering, reconditioning and our profit margin.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, auxiliaries and parts thereof that we manufacture are warranted to the original purchaser for a period of twenty-four (24) months from date of shipment from factory, against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations. Repair or replacement, at our option, for items we manufacture will be made free of charge, (FOB) our facility with removal, transportation and installation at your cost, if proved to be defective within such time, and this is your sole remedy with respect to such products. Equipment or parts manufactured by others but furnished by us will be repaired or replaced, but only to the extent provided in and honored by the original manufacturers' warranty, in each case subject to the limitations contained therein. No claim for transportation, labor or special or consequential damages or any other loss, cost or damage shall be allowed. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. We do not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor do we guarantee a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to install and operate said products and parts according to instructions we furnished, or misuse, modification, abuse or alteration of such product, accident, fire, flood or other Act of God, or failure to pay entire contract price when due shall be a waiver by you of all rights under this warranty. The foregoing guarantee shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our Factory Service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous Warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any of our agents or employees, in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT OBLIGATIONS ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING ALL WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED BY FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

10. INTELLECTUAL PROPERTY: We shall indemnify and hold you harmless from any amount that are required to pay to a third-party pursuant to final, non-appealable court order as a result of such party's claim that a product sold hereunder infringes any United States patent or copyright of such party; provided that our obligation of indemnification is contingent upon (a) your notifying us of any claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense a settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided by the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER. AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND SERVICES FOR WHICH LIABILITY IS CLAIMED, ANY ACTION FOR BREACH OF CONTRACT BY OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE MUST BE COMMENCED WITHIN THE EARLIER OF 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or to export from a country outside the United States, you shall comply with such U.S. Export Control Laws, obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to assist you in obtaining any necessary licenses or authorizations. You shall not export or re-export the product and/or related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States. Any divergence contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage a result of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS. In addition to your obligations under Section 12 above, we represent and warrant that, in performing your duties under this Agreement, you will comply with, at sole expense, all applicable laws and regulations of any governmental authority, including your country, involving any required registrations, requirements as to product contents, packaging and labeling, restrictions of trade, consumer laws, data privacy and environmental laws. You have had an opportunity to obtain advice regarding, and currently comply with, all applicable legal requirements that prohibit fraudulent or corrupt business practices, including the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU. You will indemnify, defend and hold us and our corporate parent, other affiliates and their respective officers, directors, stockholders, members, insurers, attorney employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees a result of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; (ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: We retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods and services sold to you. Unless advised by us in writing to the contrary, all such information and documents disclosed or delivered by us to you are to be deemed proprietary to us and shall be used by you solely for the purpose of inspection, installation, and maintenance and not used by you for any other purpose.

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 27.01 et seq., Business & Commerce Code, a law that gives consumers special rights and protect you warrant that, after consultation with an attorney of your own selection, you voluntarily concur to this waiver.

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Minnesota.

19. NO OTHER CONTRACT PROVISIONS; OTHER: This is the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has power of authority except to take orders for our products and to submit the same to us, at our factory or our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

Attachment: NonContractual Appropriations.051021 (1836 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - May 10, 2021

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for engineering services for Water Plant expansion project

Legislation Title:

Appropriation for engineering services for Water Plant expansion project

Background/Synopsis:

The City's Water Treatment Plant is currently rated at a maximum production capacity of 9.1 million gallons per day (MGD). Due to high water demands in recent years, the City is interested in increasing the capacity of the plant to continue to effectively serve all residential, commercial and industrial utility customers in the City.

The Water Treatment Plant currently has six (6) raw water supply wells. City staff believes the addition of a seventh well is necessary to meet future water demand requirements, and to provide necessary operational redundancy for emergency events. This project will allow for hydrogeological exploration, engineering and design work focused on the following objectives:

- Installation of a new raw water supply well, with the ability to supply an additional ~2 MGD to the Water Plant;
- Potential up-sizing or reconfiguration of existing raw water supply pipe network; and,
- Reclassification / re-rating of the Water Treatment Plant to 10-11 MGD production capacity.

Engineering support services will also include the installation of a small-diameter test well to confirm satisfactory ground water conditions in the area of the proposed production well, and permitting / regulatory support to comply with related federal and state water supply requirements.

The City anticipates the actual installation and commissioning of the new well to be completed in 2022.

City staff recommends Power Engineers be used to provide the technical and engineering services necessary for this project. Power Engineers' staff has great familiarity with the Great Miami Buried Valley Aquifer system and has performed technical work for the Hamilton to New Baltimore Ground Water Consortium in recent years. A proposal for the work, and staff resumes, are attached for Council review.

Financial Impact:

An appropriation in the amount of \$48,500.00 is being requested for engineering services for Water Treatment Plant improvements. Funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP) under project 1WT21 – New Production Well. The funding source is the Water Expansion Fund.

Attachments:

1. City of Fairfield Wellfield Expansion Proposal 4282021
2. Resumes POWER Engineers



POWER ENGINEERS, INC
11733 CHESTERDALE ROAD
CINCINNATI, OHIO 45246 USA

PHONE 513-326-1500
FAX 513-326-1550

April 28, 2021

Mr. Adam Sackenheim
Public Utilities Director
City of Fairfield, Ohio
5021 Groh Lane
Fairfield, Ohio 45014

RE: Proposal for Water Utility Improvements Support

Dear Mr. Sackenheim:

POWER Engineers, Inc. (POWER) is pleased to have the opportunity to assist the City of Fairfield with planning and implementing upgrades to the city's water infrastructure. The City of Fairfield wishes to install an additional well to supply water to the city's water treatment plant (WTP), review the adequacy and capacity of the network of piping that connects wells to the plant, and increase the capacity rating of the water treatment plant above nine (9) million gallons per day (MGD).

To support these goals of the City of Fairfield, POWER's proposed scope of work is described below.

Background

The city operates a network of six (6) raw water wells screened in the Great Miami Valley Buried Aquifer. Each well is fitted with a pump that supplies up to 1,750 gallons per minute (gpm) to the water treatment plant, depending on demand. The current capacity of the WTP is 9 million gallons per day (MGD) and the City of Fairfield is evaluating increasing this capacity, through potential plant upgrades and the installation of an additional water supply well. The City of Fairfield, Hamilton to New Baltimore Groundwater Consortium, and POWER representatives recently reviewed the proposed location of a new well near Groh Lane south of the Joe Nuxhall Miracle League baseball fields.

Scope of Work

Support for Installation of Additional Water Well

POWER proposes to develop a bid specification document covering the new water supply well installation. Development of a bid specification document will assist the City of Fairfield in obtaining technical bids to install the well from qualified well installation contractors. The included specifications will identify a target depth for the well, drilling methods, and well construction techniques, based on a current Ohio Environmental Protection Agency (OEPA) regulations and information relating to the existing six (6) wells. Additional design details, such as the need to elevate the well housing above the 100-year flood elevation, well housing, electrical

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

April 28, 2021

connections, and piping connections will also be included. The bid specification document is proposed to include standard City of Fairfield contract terms and conditions.

In addition to preparing the bid specification document, POWER proposes to review OEPA guidance and evaluate submittal requirements for adding the water well.

POWER proposes to contract with Layne Christensen Company to install a test hole to provide subsurface samples for sieve grain size analysis to evaluate if unconsolidated materials are consistent with materials in nearby City of Fairfield wells. The drilling is proposed to employ 4-1/4-inch inner diameter augers and extend to a target depth of 170 feet below grade. POWER will provide a staff environmental scientist to observe and comment on this task.

Water Supply Piping Evaluation

POWER understands that the existing six (6) water wells are connected to the WTP via underground piping. POWER proposes to review the existing piping network and evaluate if the piping capacity is of sufficient size to handle the additional water from the proposed water well.

To complete the piping capacity review, the following additional information will be needed:

- Pump information – curves, type, elevation of pump head;
- Pipe information – length, diameter, invert elevations, material (verify the construction is ductile iron per 1983 drawings); and
- Flow rates if different from the identified 1,750 GPM per pump.

Support for Water Treatment Plant Capacity Reclassification

Per the March 2010 Ohio EPA Approved Capacity, Planning and Design Criteria for Establishing Approved Capacity for 1) Surface Water and Groundwater Supply Sources, 2) Drinking Water Treatment Plants (WTPs), and 3) Source/WTP Systems document, the approved capacity of the water distribution system is limited to the capacities of the components from the beginning of the source up to the end of the WTP.

POWER proposes to review the January 2014 Water Treatment Plant Capacity Reclassification Report prepared by GRW Associates and provide an updated facility planning level document to assist the City of Fairfield in reclassifying the water treatment plant above the current capacity of nine (9) million gallon per day (MGD). The updated plan will include a review of the existing components and recommendations for increasing the capacity. POWER will support the City of Fairfield in identifying the OEPA submittal requirements for increasing the capacity of the WTP. This may include any variances that may be required. In addition, infrastructure upgrades may be identified and required to push the capacity beyond 9 MGD including building conditioning equipment, water treatment process control systems, and backup power supply.

To complete the piping capacity review, the following additional information will be needed:

- Site visit – On site evaluation of existing process equipment condition and other WTP infrastructure.
- Existing WTP process equipment operation and maintenance manuals.

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OEPA Drinking Water Assistance Fund (DWAF) Evaluation

POWER proposes to review the OEPA DWAF Program Year 2022 funding requirements and application documents. POWER will review the WTP planning document and provide a preliminary score to be used to determine DWAF program eligibility. If the WTP project is determined to be in the eligible funding scoring range POWER will provide a scope to complete the required funding application forms and funding documents.

To complete the piping capacity review, the following additional information will be needed:

- Community economic data as required by the following applications
 - Ohio's Water Pollution Control Loan Fund (WPCLF)
 - Ohio's Water Supply Revolving Loan Account (WSRLA)
- Existing WTP Process Equipment Operation and Maintenance Manuals.

COST AND SCHEDULE

POWER recommends establishing an initial budget of \$48,500 to conduct these services on a time and materials basis. Layne Christensen costs are estimated at \$18,500. The remaining budget is for professional and consulting services by POWER. POWER will contact the City of Fairfield if additional budget will be needed.

POWER will work with the City of Fairfield to identify deliverable dates. Invoices for services will be submitted monthly.

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

April 28, 2021

Thank you for the opportunity to provide you with this proposal. Resumes of key personnel are attached. If the scope of work, budget, and attached Terms and Conditions are acceptable, please sign the attached Authorization to Proceed and forward it to POWER; we will then proceed with the project. Should you have any questions regarding this scope of work, please contact me at (513) 326-1513 or ben.mignery@powereng.com.

Sincerely,
POWER Engineers, Inc.



Ben Mignery
Project Manager – Site Assessment / Remediation / Compliance

c: Eric Riekert
Noah Johnson
Tom Gill

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)

April 28, 2021

**Authorization to Proceed
Water Utility Improvements Support
City of Fairfield, Ohio**

I authorize POWER Engineers Inc., to proceed with the Water Utility Improvements Support project as described in POWER's proposal dated March 26, 2021. The scope, schedule, budget and Terms and Conditions presented in the proposal are approved.

Name

Title

Signature

Date

Please sign and forward to the attention of Ben Mignery

Ben.Mignery@powereng.com

POWER Engineers
11733 Chesterdale Road
Cincinnati, Ohio 45246
Phone: (513) 326-1500 Fax: (513) 326-1550

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



TERMS AND CONDITIONS FOR THE PROVISION OF ENVIRONMENTAL SERVICES

The following terms and conditions shall apply to work performed by POWER Engineers, Inc. ("POWER") on behalf of the Client.

Services:

POWER shall perform the scope of services as outlined in the Letter Proposal attached hereto ("Letter Proposal"). POWER represents that it will perform its services in accordance with generally accepted professional and/or technical practices existing at the time of performance for the locality where the services are performed. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE RENDERING OF THE SERVICES PROVIDED. POWER shall not supervise, direct or have control over work performed by any other entity on a project site. POWER shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, or for safety precautions and programs incident to the work of other entities or for any failure of any other entity to comply with laws, rules, regulations, ordinances, codes or orders. It is understood and agreed that POWER shall have no constructive use or control of Owner's site, and therefore shall have no responsibility whatsoever for construction site safety. Such responsibility has been wholly vested in the general contractor.

Compensation:

In consideration for the services performed, Client shall pay POWER the compensation as set forth in the Letter Proposal. Invoices will be submitted by POWER approximately once a month and are due within 30 calendar days of invoice date. All outstanding balances shall accrue a finance charge of 1.0% per month for each month the invoice is outstanding.

Change Orders:

Client, without invalidating this Agreement, may order changes in the scope of work consisting of additions, deletions, or other revisions. POWER's compensation and the completion date for services may be adjusted accordingly. All such changes in the Project shall be authorized in writing, signed by Client and POWER. POWER shall not be required to perform out-of-scope or extra work without its written approval. The increase or decrease in POWER's compensation and change in schedule resulting from a change in the project shall be determined by mutual agreement.

Delays:

POWER shall not be responsible for delays caused by factors beyond POWER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of POWER's Services or work product promptly, delays caused by faulty performance by the Client or by contractors of any level, or delays scheduled by the Client for the Client's convenience. When such delays beyond POWER's reasonable control occur, the Client agrees that POWER shall not be responsible for any damages, nor shall POWER be deemed to be in default of this Agreement. In the event of such delay, the Schedule shall be extended for a period of time equal to such delay and POWER shall be compensated for any costs, expenses or damages incurred as a result of such delay.

Termination:

In case of termination for any reason, POWER shall be paid for completed and acceptable services executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such services.

Indemnification:

POWER agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by POWER's negligent acts or failure to act, or those of its contractors, subcontractors, or consultants or anyone for whom POWER is legally liable, and arising from the project that is the subject of this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold POWER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Client's acts

or failure to act, or those of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Limitation of Liability:

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND POWER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, POWER'S TOTAL LIABILITY TO THE CLIENT AND TO ALL PERSONS HAVING A CONTRACTUAL RELATIONSHIP WITH THE CLIENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED \$100,000. Such causes include, but are not limited to, POWER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. In no event shall POWER or Client or either party's suppliers, agents, officers, and directors be liable to the other party or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to loss of revenue or profit, failure to realize anticipated profits or savings, loss of or damage to data or other commercial or economic loss.

Information Supplied by Others:

The parties agree that from time to time POWER may need information from Client for the rendering of the Services hereunder and Client agrees to provide POWER such information as is then available. Client recognizes that it is impossible for POWER to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against POWER for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to POWER by Client or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to POWER, then POWER shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

Exclusive Manner of Dispute Resolution:

Unless otherwise agreed to by the parties hereto, the sole initial means and method of resolving disputes shall be by mediation.

Mediation

All controversies or claims arising out of or relating to this Agreement or breach thereof, except for claims which have been waived hereunder, shall first be submitted to mediation following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in Boise, Idaho. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice

Notice of the demand for mediation shall be filed in writing with the other party to this Agreement. The demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Costs and Fees

The parties shall share equally the costs and fees of the mediator. Each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all other negotiations, representations, or agreements relating thereto, including any Client purchase order terms and conditions, and except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Client and POWER. There are no third party rights of benefits under this Agreement.



BEN MIGNERY

PROJECT MANAGER

YEARS OF EXPERIENCE

18

EDUCATION

- B.S., Geology, Miami University, 1998

AREAS OF EXPERTISE

- Project management
- Site investigation and remediation
- Risk-based corrective action
- Groundwater modeling
- Root cause analysis
- Environmental Due Diligence

TRAINING

- OSHA 40-Hour HAZWOPER
- OSHA 8-Hour Site Supervisor
- OSHA Confined Spaced Training
- Department of Transportation Hazardous Material Transportation

CERTIFICATION

- Professional Geologist: New York

PUBLICATIONS

- Mignery, M.B., Levy, J., Extent and Effects of Induced Infiltration at a Well Field in Southwest Ohio, GSA Abstracts with Programs, Vol. 32, No. 7, November 2000 (Oral Presentation)
- Mignery, M.B., Levy, J., Impact of Induced Infiltration on Water Quality at a Well field in Southwestern Ohio, GSA Abstracts with Programs, Vol. 31, No. 7, October 1999 (Poster Presentation)
- Mayer, L, Shoffner, L.R., and Mignery, M.B., A Cooperative Class Project to Study the Relation Between Climate and Lake Level Fluctuations for Great Salt Lake, Utah, From 1972 to 1992, GSA Abstracts with Programs, Vol. 30, No 7, October 1998 (Poster Presentation)

EXPERIENCE SUMMARY

Mr. Mignery is an experienced environmental specialist who has been involved in the conduct and management of environmental studies and hydrogeologic site characterization for over 18 years. His expertise includes environmental due diligence and remediation projects, and conduct and reporting of 3000-plus Phase I Environmental Site Assessment (ESA) and Phase II investigation activities related to real estate transactions throughout the U.S.

Mr. Mignery has managed projects for a variety of client types that vary from Fortune 500 companies to small lending institutions, legal firms, developers and property management firms. He brings an understanding of client-specific risk tolerance, innovative methods of data collection, and an ability to coordinate and consolidate multi-disciplinary information in a format understandable by all parties involved in a transaction.

PREVIOUS WORK HISTORY SUMMARY

DRYCLEAN USA Potassium Permanganate Injection to remediate a Perchloroethylene Plume Remediation, Ohio

Environmental Scientist responsible for coordinating and participated in 37 injections of potassium permanganate into the soil at a dry cleaning facility in southwest Ohio to remediate a perchloroethylene plume.

CONFIDENTIAL CLIENT, Environmental Cleanup of Resinate Contaminated Soils, Kentucky

Project Manager responsible for coordinating and performing site remediation activities, including the removal of soil contaminated with toluene resinate.

GE Capital, Former Gas Stations Environmental Liability Projects, Multiple States

Project Manager responsible for assisting a GE Capital business address its existing environmental liabilities at several facilities in in Michigan, Missouri, Texas, and Wisconsin in order to obtain regulatory agency closure, primarily under voluntary cleanup programs.

Former Food Distribution Facility, Site Remediation, Arkansas

Project Manager responsible for assisting client with a pre-foreclosure Phase I ESA of a large food distribution facility. Following a subsequent Phase II investigation, environmental liabilities were identified and defined, which included contamination associated with a former truck repair and maintenance facility, significant volumes of ammonia for the refrigeration

system stored on site, and issues related to development in a wetland area that was never properly permitted. The client requested that the facility be entered into the Arkansas Voluntary Cleanup program. The project scope included preparations a risk-based closure document that was accepted by the agency, managed the proper removal of ammonia from the refrigeration system, and worked with the local U.S. Army Corps of Engineers office to address the open wetland permitting issue so that the facility could be foreclosed and subsequently sold.

Former Boat Manufacturer, Site Remediation, Florida

Project Manager responsible for assisting client with a pre-foreclosure Phase I ESA at a small boat manufacturing facility. During the Phase I ESA process, a site inspection was completed by the Florida Department of Environmental Protection (FDEP). The site inspection identified several violations for the facility. Coordinated with the FDEP to rectify the violations. The project scope included the coordination of waste removal (complete), impacted soil removal (complete), and long term groundwater monitoring (ongoing).

Hamilton to New Baltimore Groundwater Consortium, Computerized Groundwater Model Simulation for Source Water Protection Area Delineation, Ohio

Project Geologist responsible for managing the development of a groundwater flow model to update source water protection areas. The scope of work included database development, construction and calibration of MODFLOW groundwater flow model, delineation of the 1-, 5-, and 10-year time-of travel boundaries for use in the Consortium source water protection zones, estimation of general sustainable yield and well field interferences, and delineation of supplementary protection zones for surface water streams upstream in the watershed. The project required frequent and detailed communications with the water-supply Consortium members, state regulators, and internal technical staff from multiple offices.

DUKE ENERGY, Landfill Groundwater Sampling, Ohio

ROLE responsible for coordinating and reporting groundwater sampling activities under an Operation and Maintenance Inspection at an active landfill in southwest Ohio. The projects was performed in coordination with the Ohio Environmental Protection Agency.

CONFIDENTIAL CLIENTS, Groundwater Sampling Projects, Multiple States, Indiana, Ohio and Kentucky:

Environmental Scientist responsible for coordinating and performing field and office activities including groundwater sampling, piezometric data collection, report preparation, and data analysis for monthly, quarterly, and semi-annual groundwater sampling at various industrial sites in Indiana, Ohio, and Kentucky. The projects included sites regulated under the Resource Conservation and Recovery Act and Bureau of Underground Storage Tank programs, and involved specifications for low-flow sampling, and other technical challenges.

Poly One, Groundwater Flow Modeling for Capture Zone Delineation, Kentucky

Environmental Scientist responsible for constructing a groundwater flow model for the delineation of a capture zone for production wells at a manufacturing facility in Calvert City, Kentucky.

Clean Ohio Revitalization Fund, Akron Airdock, Ohio

Environmental Scientist responsible for providing technical support for the development of the risk mitigation plan for Summit County Port Authority and Lockheed Martin's High Altitude Airship project. The redevelopment project involves remediation of the Akron Airdock to support airship manufacturing by development partner, Lockheed Martin. Cleanup of the property was conducted in accordance with Voluntary Action Program and Toxic Substances Control Act regulations.

Indiana Brownfields Program, Trails and Parks Initiative, Beanblossom Garage Site, Indiana

Environmental Scientist responsible for performing a Phase II ESA at two late-nineteenth century buildings previously used for truck servicing in Union City, Indiana. Conducted a pre-demolition destructive Asbestos Containing Materials survey, geophysical survey, and soil and groundwater assessment. The property will be redeveloped as a park along a bike/walking trail. Releases at the site are related to a former waste oil underground storage tank, oil sump in the basement and hydraulic lift systems. Data analysis for the project was performed under the Indiana Department of Environmental Management's Risk Integrated System of Closure.

Attachment: NonContractualAppropriations.051021 (1836 : Non-Contractual Appropriations)



NOAH JOHNSON, P.E.

PROJECT ENGINEER - WASTEWATER

YEARS OF EXPERIENCE

11

EDUCATION

- B.S., Civil Engineering, University of Nebraska, 2011

AREAS OF EXPERTISE

- Civil, water, and wastewater engineering services
- Project management
- Municipal water and wastewater treatment process design
- Pump, piping, and lift station design
- Wastewater treatment facility rehabilitation

LICENSING

- P.E., Civil: Minnesota

AFFILIATIONS

- Water Environment Federation
- Central States Water Environment Association

EXPERIENCE SUMMARY

Mr. Johnson is a Senior Professional Engineer with a broad range of experience providing civil, water, and wastewater engineering services. His experience includes project management and design of water and wastewater treatment processes as well as pump, piping, and lift station design. He specializes in collaborating with architectural, structural, mechanical, and electrical specialists throughout all phases of projects.

Water Treatment Plant Peaking Factor Development (City of Longmont) – Longmont, Colo. (CH2M)

Project Engineer who used distribution system Supervisory Control and Data Acquisition data peaking factors for Max Daily Demand, Average Daily Demand, Max Summer Daily Demand and Average Summer Daily Demand were determined. The system was then modeled for future performance and analyzed based on various types of performance criteria.

Metropolitan Council Environmental Services Northeast Water Feasibility Study (Metropolitan Council Environmental Services) – Minneapolis, Minn. (SEH)

Project Engineer on the feasibility study. Responsible for the development of a force main and booster station cost tool, which was used to develop costs associated with installing a water main from 18 in. to 60 in. diameter pipe under urban roadways. Costs included operational and maintenance costs for annual operation of the booster stations.

Metropolitan Council Environmental Services South Washington County Water Feasibility Study (Metropolitan Council Environmental Services) – Minneapolis, Minn. (SEH)

Project Engineer on the feasibility study. Responsible for the development of a force main and booster station cost tool, which was used to develop costs associated with installing water main from 12 in. to 24 in. in diameter under rural roadways. Costs included operational and maintenance costs for annual operation of the booster stations.

Rural Development Preliminary Engineering Report (City of Waldorf) – Waldorf, Minn. (SEH)

Project Engineer on the preliminary engineering report project. Responsible for the completion of the Rural Development Preliminary Engineering Report. The preliminary engineering report provided funding for replacement of the existing water treatment plant with a new system and other improvements to the existing water treatment plant which included new media valves and coatings.

Rural Development Preliminary Engineering Report (City of Lakeville) – Lakeville, Minn. (SEH)

Project Engineer on the preliminary engineering report project. Responsible for the completion of the Rural Development Preliminary Engineering Report. The preliminary engineering report provided funding for replacement of components of the existing water treatment plant.

Rural Development Preliminary Engineering Report (City of Brownville) – Brownville, Minn. (SEH)

Project Engineer on the preliminary engineering report project. Responsible for the completion of the Rural Development Preliminary Engineering Report. Evaluation included capacity of existing WTP and distribution systems.

Metropolitan Council Environmental Services, East Bethel Water Reclamation Facility, Minnesota

Plant Engineer responsible for managing all capital projects for the East Bethel MBR facility. Capital projects included facility upgrades and process controls to ensure a reuse quality water for ground injection. Effluent limits were highly regulated and responsibilities included management of global technology and operations experts to ensure reuse quality effluent.

Metropolitan Council Environmental Services, Metro Plant Water Reuse System Upgrades, Minnesota

Project Manager for the preliminary design of a 4 MGD water reuse system designed to replace existing city, groundwater or untreated effluent water use for wash-down and other human contact operations within the treatment plant. Design included filtering, disinfection, and a storage and distribution system incorporated into the exiting water service systems within the Metro Plant. Design also included closed loop cooling systems for compressors and heat exchangers to eliminate once through groundwater use. Fire flow and general City water system upgrades were included due to significant reduction in projected future demands for these systems.

City of Nisswa Mn, Nisswa Wastewater Treatment Facility Expansion, Minnesota

Project Manager responsible for the preliminary expansion of the wastewater treatment pond system and spray irrigation fields. Design included aeration upgrades, truck washdown and mechanic facility, flow controls needed to increase pond storage volume and disposal field.

Metropolitan Council Environmental Services, Metro Wastewater Treatment Plant Effluent Pumping Station Evaluation, Minnesota

Sr. Wastewater Engineer responsible for evaluation and recommendations for process equipment in the effluent pumping station (EPS). EPS is used to discharge flows during high river levels, EPS consisted of five 900 HP pumps with a duty capacity of 690 MGD.



ERIC A. RIEKERT

ENVIRONMENTAL SPECIALIST / DEPARTMENT MANAGER

YEARS OF EXPERIENCE

31

EDUCATION

- > M.B.A., Coursework, University of Dayton
- > B.S., Chemistry, Miami University, 1989

AREAS OF EXPERTISE

- > Project Management
- > Environmental Permit and Regulatory Program Compliance
- > Environmental Liability Identification and Estimating
- > Contaminant Investigation
- > Remediation Planning and Oversight
- > Waste Management
- > Environmental Management System Auditing
- > Health & Safety Compliance

EXPERIENCE SUMMARY

Mr. Riekert is an environmental scientist with more than 3 decades of experience, first working in industry then in environmental consulting. He brings broad environmental compliance experience as well as contaminant investigation, remediation and waste management. Mr. Riekert also has extensive experience in industrial portfolio due diligence and environmental liability cost estimating and has managed site studies and environmental permitting for several power generation facilities.

Prior to environmental consulting, Mr. Riekert was responsible for environmental compliance at a coal-fired power plant. In this role, he was responsible for compliance with Ohio EPA drinking water regulations, air monitoring, NPDES monitoring and reporting, permit renewals, and environmental and safety training.

Environmental Compliance Experience

Industrial Facility Regulatory Registry and Audit, Georgia

Project manager for environmental compliance assistance at two facilities in Georgia. The project included identification of all state and federal environmental and health & safety regulatory requirements applicable to the facility, summary of the requirements in a regulatory register, and an audit of facility compliance with the requirements. Provide quarterly updates to the regulatory registry.

Seller's Environmental Due Diligence, Multiple Projects, Multiple States

Project Manager and lead technical representative for several projects in support of an owner's pre-sale environmental due diligence. The projects were conducted in order to identify and quantify environmental, health, and safety liabilities so these could be remedied and/or disclosed to prospective purchasers. The confidential clients included paint and adhesives manufacturers in Georgia and Massachusetts; textile and geotextile manufacturers in Virginia, South Carolina, and North Carolina; industrial equipment manufacturers in New York, Illinois, and Kansas; and a light-emitting diode manufacturer in California. The scope of work at these sites included Phase I Environmental Site Assessments to identify Recognized Environmental Conditions; reviews of compliance with environmental permits, plans, and regulations; and reviews of industrial hygiene, health, and safety programs, regulatory compliance and performance at the facilities.

Environmental Auditing and Compliance Assistance, Multiple Confidential Sites, New York, Iowa, Indiana, Wisconsin, Ohio

Project Manager for environmental compliance auditing and environmental

management system auditing at numerous sites in New York, Iowa, Indiana, Wisconsin and Ohio. Projects have included audits to assess conformance with internal environmental policies, as well as both limited and in-depth environmental compliance audits at manufacturing facilities. Audited manufacturing facilities included a boiler manufacturer, finish stripping and refinishing facilities, and a hazardous waste disposal facility prior to shipment of a hazardous metal sludge.

Prepared Tier II Chemical Inventory Reports for industrial facilities in Ohio, Indiana, Illinois, Florida, Georgia and California.

Prepared Biennial Hazardous Waste Reports for industrial facilities in Ohio.

Industrial Facility Compliance Assistance, Guelph, Ontario, Flowserve

Project manager and lead technical representative to evaluate environmental compliance at a pump manufacturer recently acquired by Flowserve. The evaluation was completed after acquisition because of very short due diligence timelines. Project included evaluation of compliance with Canadian and Ontario air, water and waste regulations as well as worker protection standards. A comprehensive report that detailed compliance requirements was prepared, as were Job Hazard Analyses for each of the processes completed at the facility.

Industrial Acquisition Environmental Due Diligence, Multiple Projects in Texas, New Mexico, and Idaho (SGS)

Project manager and lead technical resource for pre-purchase environmental due diligence of multiple feed mills in Texas, New Mexico, and Idaho. The projects included a Phase I Environmental Site Assessment (ESA), Phase II ESAs at sites where concerns were identified during the Phase I ESA, and a review of environmental regulatory compliance. Also prepared cost estimates to address environmental liabilities identified at the sites. These liabilities included lack of required regulatory plans (SPCC and other plans), annual reports (Tier II reports), and impacted soil.

Industrial Acquisition Environmental Due Diligence, Texas (Flowserve)

Project manager for pre-purchase environmental / health & safety due diligence in Corpus Christi, Texas. Scope of work included a Phase I ESA, Phase II ESA and preparation of cost estimates to address impacted soil identified during the Phase II ESA. The project also included an environmental regulatory compliance review and a review of health and safety performance of the facility.

Waste Management, Site Investigation and Remediation Experience

Facility Expansion Waste Management, Arconic, California

Arconic wished to expand a facility in Rancho Cucamonga, California. The site was built on industrial fill and had little suitable staging area for placement of construction-related excavated materials. Therefore, client

desired to “live load” materials for off-site disposal if needed. POWER prepared a Waste Management Plan detailing federal and State of California waste management requirements as well as local soil reuse standards. Project Manager for subsequent investigation at the site, which included soil samples from proposed excavation areas and analysis for constituents of concern so the materials could, up front, be characterized as a federal hazardous waste, a California hazardous waste, non-hazardous but not suitable for reuse, or non-hazardous but not suitable for reuse. The project concluded with a detailed report that included waste management recommendations, then contacted client-approved waste disposal facilities to prepare waste profiles. When construction plans changed, POWER then provided on-site oversight and sampling to quickly characterize materials.

Industrial Acquisition Environmental Due Diligence, Niagara Falls, NY and Tiel, Netherlands (Confidential Client)

Project Manager for pre-acquisition environmental due diligence for a confidential client interested in purchasing manufacturing facilities in Niagara Falls, NY and Tiel, Netherlands. Served as the primary technical representative for the Niagara Falls, NY site. The site was impacted with mercury from a past owner’s activities as well as with technologically enhanced naturally occurring radioactive material (TENORM) from the placement of radioactive ore processing wastes as fill at the site. Reviewed investigation documents and remediation progress reports and prepared cost estimates for remediation of the mercury and TENORM. The scope of work also included a review of the site’s environmental compliance.

Decontamination and Waste Management at Facility Closure, Arconic, Baltimore, Maryland

Project Manager for project involving decontamination and waste management in order to close an industrial facility. POWER served as an owner’s representative and helped client select and manage a contractor. Responsibilities included preparation of a Waste Management Plan, coordination with the client and decontamination contractor to ensure that waste were properly characterized, and oversight of the contractor during facility decontamination. The facility included several below-grade tunnels with up to 3 feet of oily water in them, as well as lubricants in dozens of machines, cooling water, and partially-full tanks. The project also required that years of accumulated materials be characterized and disposed, including paints, solvents, explosive metal powders and other materials.

YSI Incorporated, Investigation and Remediation, Ohio

Project Manager for contaminant investigation, remediation planning, and remediation implementation. Activities at the site are being conducted as required by an Administrative Order as well as a RCRA Consent Order from Ohio EPA. Prepared work plans, managed investigation and remediation activities, conducted groundwater modeling, and was the project manager and principal author of a RCRA Facility Investigation. On behalf of the client, presented project updates to community groups and the Ohio EPA. Remediation of impacted soil and groundwater has been completed. The conditions of the Administrative Order have been met and the order has been revoked. Conditions of the RCRA Order have been met and revocation of the order is pending.

Michelin North America, Former Manufacturing Site Investigation and Remediation, Michigan

Technical Representative for Michelin North America, one of several responsible parties at a brownfields site in Detroit, Michigan. This 43-acre site located on the Detroit River was historically used as a manufactured gas plant as well as for tire manufacturing, ammonia production, and metalworking. Coordinated with other PRP technical and legal representatives and the current property owner (the City of Detroit) to design investigations and remediation work plans. Reviewed investigation data to identify impacts attributable to various PRPs. In coordination with other responsible parties, retained a firm to design the remediation project including a new seawall to allow excavation up to 30 feet deep adjacent to the river and to prepare construction bid specifications. The approximately \$35 million remediation project was recently completed and resulted in an Unrestricted Use No Further Action ruling from the State of Michigan.

Transcontinental Gas Pipe Line, Contaminant Investigation and Remediation, Georgia

Project Manager for the concurrent assessment, delineation, and remediation of polychlorinated biphenyl (PCB), petroleum hydrocarbon, arsenic, chromium, lead, and mercury contamination at a 145-acre natural gas compressor station. This project involved 30 weeks of active remediation, followed by agency meetings, several site visits to conduct additional sampling and analysis, and closure reporting. Served as project manager responsible for the technical, staff, and budget and administrative oversight of the project, which included up to nine direct employees and up to 25 remediation contractor employees. Responsible for planning remediation activities with facility personnel to avoid impacts to the active facility.

SLLI, Environmental Investigation, Remediation, Waste Management and Permitting, Tennessee

Project Manager for ongoing investigation and remediation activities at a 1500-acre site in Tennessee. The site is a former phosphate mine that also included a phosphate ore processing area later used for secondary aluminum smelting, a furnace operation to produce highly reactive and unstable elemental phosphorus (white phosphorus), and a pesticide production plant. An initial Phase I ESA included review of tens of thousands of pages of internal documents produced by former industrial occupants of the site as well as State of Tennessee and U.S. EPA records, and concluded by identifying concerns in more than 20 areas of the site. Remediation of several contaminants has occurred since 2012. 2017 through 2019 remediation activities involved tree removal and significant surface water diversion in order to remove impacted sediment in a marsh. These activities require permits from the U.S. Army Corps of Engineers as well as the State of Tennessee. Primary preparer of wetland permit applications that were submitted to the Corps and the State. The Corps permit application also required concurrence from the U.S. Fish and Wildlife Service and State Historic Preservation Office that the proposed activities would not affect endangered species and cultural resources. Endangered species concurrence required consultation with the Service and ultimately a contribution to the Tennessee Imperiled Bat Conservation Fund. State Historic Preservation

Office concurrence required preparation of a cultural resources evaluation for the site. The site is believed to contain a Cherokee Nation Trail of Tears path. Although the entire length of the path was later mined, this finding required the Corps to coordinate with 13 Native American tribes.

Project Manager and primary preparer of Corps and State of Tennessee permit applications for dredging of sediment from a 70-acre lake, installation of a sedimentation basin upstream of the lake, and removal of four dams from a creek downstream of the lake. The dams downstream of the lake have been removed, while the lake dredge project is pending the outcome of litigation between the client and an off-site party.

Project Manager for site evaluation and preparation of a Stream Mitigation Bank prospectus for submittal to the Tennessee Inter-Agency Review Team. The owner of this 1500-acre site is considering establishment of a mitigation bank at this property. Streams on the site total more than 19,000 feet in length and, based on the past mining history of the property, are degraded and offer ample opportunity for improvement and ecological lift. Coordination with the Inter-Agency Review Team to evaluate regulatory and economic feasibility is ongoing.

Project Manager for evaluation of TENORM in two areas of the site. POWER completed a risk assessment for these areas assuming future industrial and recreator exposures. Material from one area was relocated to an on-site consolidation area based on these results.

Polychlorinated Biphenyl (PCB) Investigation and Remediation, Multiple Sites, Ohio and Tennessee

Project Manager or technical team leader for investigation of PCB impacts at numerous industrial buildings from the past use of PCB-containing lubricants and paint, including an automotive supplier in northwestern Ohio, a shuttered lawn equipment manufacturer in northeast Ohio, several buildings at a jet engine manufacturing facility in Ohio scheduled for demolition. Planned and /or managed the remediation of PCB impacts in soils, sediment, and building surfaces at several sites including a paint and adhesive manufacturing facility in Cincinnati and a former pesticide manufacturing facility in Tennessee.

Facility Siting and Permitting

Dayton Power and Light, Environmental Siting and Permitting, Ohio

Project Manager for environmental siting studies and associated environmental permitting for utility projects in Ohio. Principal author of *Application for a Certificate of Environmental Compatibility and Public Need*, submitted to the Ohio Power Siting Board (OPSB) for six sites. A total of six applications were prepared from among 10 sites screened. Each of these applications included a review of existing conditions, and an analysis of impacts to ecological resources, cultural resources, and surface and ground water. Each application also assessed the proposed facility's adherence to existing community land use plans, and its impact on noise levels at nearby receptors. Managed less-intensive siting and permitting studies for utility projects in other Midwestern States, including Kentucky, Indiana, Illinois, and Michigan.

ORDINANCE NO. _____

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

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

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

From:	Unappropriated County Motor Vehicle Fund	\$5,000
To:	20516025-252000 Improvements Other Than Bldg <i>(Closed Circuit Television Replacement 1PW15)</i>	\$5,000
From:	Unappropriated Law Enforcement Fund	\$5,000
To:	21131025-252000 Improvements Other Than Bldg <i>(Closed Circuit Television Replacement 1PW15)</i>	\$5,000
From:	Unappropriated Capital Improvement Fund	\$70,000
To:	40216025-252000 Improvements Other Than Bldg <i>(Park Facilities Upgrades to Gilbert Farms Park 1PR21 (multiple vendors))</i>	\$70,000
From:	Unappropriated Water Expansion Fund	\$48,500
To:	40716023-233300 Engineering Services <i>(Engineering Services for New Production Well 1WT21)</i>	\$48,500

Attachment: Non Contractual 5-10-Ord (1836 : Non-Contractual Appropriations)

From:	Unappropriated Water Replacement & Improvement Fund	\$35,800
To:	60416025-252000 Improvements Other Than Bldg (Booster Pump Station Improvements 1WT08 (\$11,000); Automatic Meter Reading (AMR) 1WT17 (\$24,800))	\$35,800
From:	Unappropriated Sewer Replacement & Improvement Fund	\$47,400
To:	62316025-252000 Improvements Other Than Bldg (Walkway Improvements 1WW13 (\$13,000); Asphalt / Concrete Replacement 1WW07 (\$9,600); Automatic Meter Reading (AMR) 1WW14 (\$24,800))	\$47,400
From:	Unappropriated Sewer Surplus Fund	\$22,166
To:	62416025-252000 Improvements Other Than Bldg (Primary System Tank Overhaul 1WW04)	\$14,966
To:	62416025-253200 Capital Equipment (Replace Instrumentation Equipment 1WW05)	\$7,200
From:	Unappropriated Recreational Facilities Fund	\$30,000
To:	64052025-252000 Improvements Other Than Bldg (Beautification/Landscaping at Fairfield Greens Golf Course 1RC01)	\$30,000

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

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

Attachment: Non Contractual 5-10-Ord (1836 : Non-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\Non Contractual 5-10-Ord

Attachment: Non Contractual 5-10-Ord (1836 : Non-Contractual Appropriations)