

Mitch Rhodus

Mayor

Tim Meyers

Councilmember, At-Large

Matt Davidson

Councilmember, At-Large

Gwen Brill

Councilmember, At-Large



Leslie Besl

Councilmember, 1st Ward

Dale Paullus

Councilmember, 2nd Ward

Terry Senger

Councilmember, 3rd Ward

Tim Abbott

Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 25, 2022 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 - Designated Outdoor Refreshment Area

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

a. Fairfield Youth Coalition

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held April 11, 2022

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

B. DEVELOPMENT SERVICES COMMITTEE

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

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Concept Plan for the Mercy Health Mixed Use development.
 - Motion - Amend per Planning Commission recommendation (attached)
 - Legislation - Second Reading
2. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Amended Concept Plan and the Final Development Plan for the Freddy's Frozen Custard and Steakburgers Restaurant portion of the Meijer-Gilmore Road Planned Unit Development.
 - Motion - Amend per Planning Commission recommendation (attached)
 - Legislation - Second Reading

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC UTILITIES COMMITTEE

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

F. PUBLIC WORKS COMMITTEE

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

G. FINANCE & BUDGET COMMITTEE

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

11. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

1. Simple Motion: Motion to approve the 2022 Summer Meeting Schedule for City Council Meetings.
2. Simple Motion: Motion to approve the following 2022 Boards/Commissions Appointments effective April 25, 2022: Keshab Acharya - Cultural Arts Advisory Commission (term expires 3/31/25) Joan Hume-Cohen - Cultural Arts Advisory Commission (term expires 3/31/25) Tricia Paugstat - Cultural Arts Advisory Commission (term expires 3/31/25) Loretta Cadle - Environmental Commission (term expires 3/31/25) Alison Miller - Environmental Commission (term expires

B. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

1. Ordinance to authorize the City Manager to execute a Contract Addendum with SwimSafe Pool Management, Inc. for the services provided in relation to the comprehensive risk management and operations of the City of Fairfield Municipal Pool and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Human Nature, Inc. to complete the final engineering and structural design plans of the Harbin Park Phase II improvements and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

C. PUBLIC SAFETY COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into a five (5) year contract and Master Services Agreement with Axon Enterprises, Inc. for the replacement of Tasers and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC WORKS COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into an agreement with LJB, Inc. for the engineering for Pleasant Avenue Improvements between Wessel Drive and Patterson Drive.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Jack Doheny Companies, Inc. for the purchase of a Sewer Cleaning Truck for the Sewer Department and declaring an emergency.
 - Legislation - First Reading

- Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into a contract with Southern Equipment Company for the purchase of a Case Wheel Loader for the Public Works Department and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 4. Ordinance to authorize the City Manager to enter into a contract with Toyota Material Handling Midwest Inc. for the purchase of a Nautilus HD Floor Scrubber.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 5. Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of an Freightliner 108 SD single axle truck cab and chassis for the Street Division and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 6. Ordinance to authorize the City Manager to enter into a contract with Southeastern Equipment Company for the purchase of a Kobelco Track Excavator for the Water Department and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 7. Ordinance to authorize the City Manager to enter into a contract with Beau Townsend Ford for the purchase of four (4) vehicles for various departments and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 8. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the replacement of the roof and HVAC at Public Works Main Building and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

9. Ordinance to authorize the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a 2023 Freightliner 108 SD for the Street Division and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
10. Ordinance to authorize the City Manager to enter into an agreement with Duke Energy for the upgrade of street lights to LED lighting.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

E. FINANCE & BUDGET COMMITTEE

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

1. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”
Contractual Appropriations: \$500,000 for LED Street Lighting
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Ketmoy Printing for the design and publication for the Fairfield Flyer and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 35-22 and all amendments thereto and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to amend Ordinance No. 148-21 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2022, and ending December 31, 2022.”
Contractual Appropriations: \$5,000 for geotechnical and testing services (existing

contract); \$19,719 for SwimSafe Pool Management contract addendum; \$48,177 for replacement of police tasers; \$44,285 for engineering agreement for Pleasant Avenue; \$132,150 for final engineering and structural design plans of Harbin Park Phase II improvements; \$513,080 for purchase of Vactor Sewer Cleaning Truck; \$198,903 for 2022 Case CE 721G Wheel Loader; \$101,192 for Freightliner 108SD single axle truck cab and chassis; \$105,636 for Kobelco SK55SRX-6E Track Excavator; \$597,682 for replacement of roof and HVAC at Public Works main building; \$134,979 for outfitting of snow plow truck; \$234,475 for purchase of vehicles; \$66,690 for purchase of floor scrubber.

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

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

Non-Contractual Appropriations: \$15,000 for Pedestrian Crossing at River Road near Mississippi Drive; \$7,740 for well abandonment; \$20,614 for engineering for Route 4 sidewalk and drainage plans; \$20,000 for miscellaneous traffic signal upgrades/spare parts; \$16,500 for station monitors at Fire Department; \$45,000 for replacement fire hose and fire equipment; \$50,000 for beautification/landscaping at Fairfield Greens (multiple vendors); \$14,724 for purchase of Toro Zero Turn Mower (Public Works); \$50,000 for kitchen improvements and maintenance at Fairfield Greens (multiple vendors); \$25,000 for Village Green Park/Town Center improvements; \$50,000 for landscaping updates at various parks (multiple vendors); \$85,000 for Parks & Recreation facilities maintenance (multiple vendors); \$29,430 for engineering for Patterson Drive; \$50,000 for blacktop/overlay at Fairfield Greens (multiple vendors); \$100,000 for mowers and equipment replacement (multiple vendors).

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

12. MEETING SCHEDULE

- A. Monday, May 9 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, May 23 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, June 11 - 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 11, 2022**

Council-Manager Briefing

American Rescue Plan Act

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

Staff members present: Scott Timmer, Jake Burton, Alisha Wilson, Steve Wolterman, Tiphonie Mays, Adam Sackenheim, Ben Mann, Greg Kathman, Steve Maynard, Randy McCreadie, and Carol Mayhall.

City Manager Timmer presented the plan for use of funds that the city received, or will receive, from the American Rescue Plan Act. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Besl led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Councilmember Davidson, seconded by Councilmember Meyers, moved to excuse Councilmember Abbott. Motion carried 6-0.

Agenda Modifications

None.

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

Executive Session Requests

Councilmember Besl, seconded by Councilmember Paullus, moved for Executive Session to discuss the purchase of property for public use and the status of collective bargaining with public employees regarding their compensation and other terms and conditions of their employment. Roll call vote. Motion carried 6-0.

Special Presentations and Citizen Comments

a. Arbor Day Proclamation

Mayor Rhodus presented the annual Arbor Day Proclamation.

b. Fairfield Workforce Development Initiatives

Nathaniel Kaelin, Economic Development Manager, introduced Kert Radel, President of Fairfield Chamber of Commerce, and Brandon Simmons, REDI Cincinnati. Mr. Radel and Mr. Simmons discussed initiatives in Fairfield to assist business with finding and retaining their workforce needs. See attached slides.

Public Hearing(s)

Fairfield Township JEDD Public Hearing

Mayor Rhodus opened the public hearing at 7:27 PM. Clerk Wilson read the meeting notice. Economic Development Manager Nathaniel Kaelin gave an overview of the proposed Fairfield Township JEDD project. See attached slides. Councilmember Davidson requested clarification on the annexation portion of the agreement and Council discussed the areas that were permitted and not permitted for future annexation. Mayor Rhodus closed the public hearing at 7:45 PM.

Approval of Minutes

The Regular Meeting Minutes of March 28, 2022 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

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

Development Services Committee

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

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Concept Plan for the Mercy Health Mixed Use development.

Recommendation:

It is recommended that City Council have a first reading on this item at the March 14, 2022 meeting, set a joint public hearing for March 28, and await the written recommendation from the Planning Commission.

The Second Reading of this ordinance was held pending Planning Commission recommendation

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

RESULT:	TABLED [UNANIMOUS]	Next: 4/25/2022 7:00 PM
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott	

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Amended Concept Plan and the Final Development Plan for the Freddy's Frozen Custard and Steakburgers Restaurant portion of the Meijer-Gilmore Road Planned Unit Development.

Recommendation:

It is recommended that City Council have first reading on this item at the March 14, 2022 meeting, set the joint public hearing for March 28 and await the written recommendation from the Planning Commission.

The Second Reading of this ordinance was held pending Planning Commission recommendation

RESULT:	TABLED [UNANIMOUS]	Next: 4/25/2022 7:00 PM
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott	

Parks, Recreation and Environment Committee

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

Public Safety Committee

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

Public Utilities Committee

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

Public Works Committee

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

Finance & Budget Committee

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

NEW BUSINESS

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

Development Services Committee

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this resolution.

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

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

Resolution approving with limitations the renewal application for inclusion of Part Lot 352 of the City of Fairfield, Butler County, Ohio, in an Agricultural District and declaring an emergency.

Recommendation:

It is recommended that City Council suspend the rules and approve this resolution as an emergency.

RESOLUTION NO. 7-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Matt Davidson, Councilmember, At-Large
SECONDER: Terry Senger, Councilmember, 3rd Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger
EXCUSED: Abbott

Ordinance to authorize the City Manager to execute a Joint Economic Development District (JEDD) Contract with Fairfield Township, 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. 38-22. APPROVED 6-0.

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

Public Works Committee

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

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

Ordinance to authorize the City Manager to enter into an agreement with Strand Associates, Inc. to design the improvements to widen southbound South Gilmore Road from just north of Mack Road to approximately 600' north of Resor Road.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into the attached agreement with Strand Associates, Inc. to design the improvements to widen southbound South Gilmore Road from just north of Mack Road to approximately 600' north of Resor Road and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

ORDINANCE NO. 39-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger
EXCUSED: Abbott

Ordinance to authorize the City Manager to enter into a construction contract with Hendy, Inc. for the proposed sidewalk along Holden Boulevard and North Gilmore Road between the High School and the Freshman School.

Recommendation:

It is recommended that funding be appropriated in the amount of \$153,000.00 (\$145,372.00 base bid plus a contingency of \$7,628.00). Funding will be \$130,000.00 from the Community Development Block Grant and \$23,000.00 from the Street Fund for the proposed sidewalk project. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a construction contract with Hendy Inc. for this project.

ORDINANCE NO. 40-22. APPROVED 6-0.

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

Finance & Budget Committee

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this resolution.

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

Resolution to approve and adopt the City of Fairfield, Ohio 2022-2026 Capital Improvement Program.

Recommendation:

It is necessary for City Council to pass a resolution to approve the 2022-2026 Capital Improvement Program.

It is recommended that City Council authorize and direct the preparation of legislation adopting the

2022-2026 Capital Improvement Program.

RESOLUTION NO. 8-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

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

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget for 2022.

ORDINANCE NO. 41-22. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

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

Recommendation:

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

ORDINANCE NO. 42-22. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Leslie Besl, Councilmember, 1st Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger
EXCUSED: Abbott

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

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

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

Recommendation:

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

ORDINANCE NO. 43-22. APPROVED 6-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule.

- A. Monday, April 25th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, May 9th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, May 23rd - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 8:05 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 8:40 PM.

ATTEST:

 Clerk of Council

 Mayor's Approval

Date Approved _____

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)



American Rescue Plan Act (ARPA)

Monday, April 11, 2022

The logo for Fairfield, Ohio, featuring the word "FAIRFIELD" in light blue with a green star above the "R" and a green swoosh underline.

Contents

- ✓ Guiding Principals
- ✓ Best Practices
- ✓ Fairfield ARPA Investment Plan: Value Proposition
- ✓ Fairfield ARPA Investment Plan: Categories

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

Guiding Principles

- ✓ Temporary Nature of ARPA Funds. ARPA funds are non-recurring so their use should be applied primarily to non-recurring expenditures.
- ✓ ARPA Scanning and Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.
- ✓ Take Time and Careful Consideration. ARPA funds will be issued in two tranches to local governments. Throughout the eligible spending period, consider how the funds may be used to address local needs.
- ✓ The funding provided under ARPA provides a unique opportunity for local governments to make strategic investments in long-lived assets, enhance financial stability, and provide funding to areas that have not historically had consistent funding streams.

Fairfield ARPA Investment Plan – Considerations

1. Think Strategically

- ✓ Strive to make strategic investments to enhance the community and ensure long-lasting prosperity.

2. Integrate Fairfield Forward

- ✓ Fairfield Forward represents the most significant public input available to help guide decisions.

3. Concentrate Investments

- ✓ Examine projects without typical funding sources.

Value Proposition

This Fairfield APRA Investment plan will provide a critical, strategic framework for the utilization of American Rescue Plan Act funds to ensure the City of Fairfield can stabilize, strategize, organize, and act in line with its stated goals and initiatives.



Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

Fairfield ARPA Investment Plan – Categories

✓	Development/Redevelopment	\$1,400,000
✓	Quality of Life	\$750,000
✓	City Facilities/Equipment	<u>\$2,315,000</u>
		\$4,465,000

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

Fairfield ARPA Investment Plan – Development/Redevelopment

✓ Development/Redevelopment - \$1,400,000

❖ Strategic Property Redevelopment

- Conduct targeted areas for redevelopment; serving as the catalyst for redevelopment projects
- Allow the City to control the future of key site(s) while also providing the ability to enhance connectivity and visual appeal

❖ Property Maintenance Assistance Grants

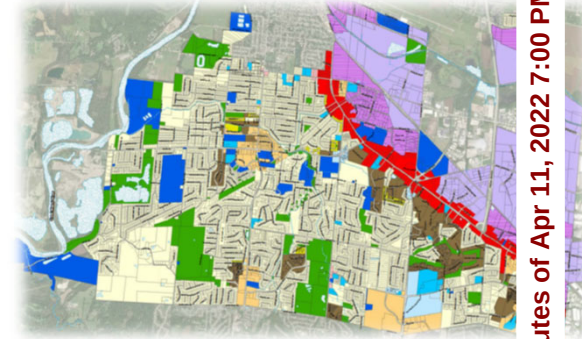
- Develop a neighborhood improvement program to assist qualifying homeowners with grants opportunities and programs
- Aim to retain and attract residents to safe, clean, and engaged neighborhoods

❖ Route 4 Redevelopment

- Requested \$5 M from Butler County ARPA Distribution
- Redevelopment of blighting property within the Route 4 corridor
- Further analysis necessary to determine location of high impact

❖ Sanitary Sewer Improvements

- Requested \$550,000 from Butler County ARPA Distribution
- Install 2,500 linear feet relief sewer near Seward Road to support area industrial expansion
- Supports \$200 million+ private investment to create more than 400 jobs and \$14 million in payroll



Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

Fairfield ARPA Investment Plan – Quality of Life

✓ Quality of Life - \$750,000

❖ Neighborhood Park Investments

- Enhance the vitality of some of the smaller neighborhood parks
- Potential for enhanced amenities as identified in the Fairfield Forward Comprehensive Plan

❖ Fairfield Connects

- Implement features from the Fairfield Connects Master Plan
- Developing safe pedestrian routes, ensuring walkability, designing pedestrian and bicycle facilities along major corridors, and improving pedestrian and bicycle mobility
- Review and analyze opportunities to fill sidewalk gaps

❖ Complete the Extension of the Great Miami River Trail

- Requested \$3.5 M from Butler County ARPA Distribution
- Fairfield Connects Plan calls for the construction of numerous pedestrian and bicycle paths
- Best opportunity: Waterworks Park through Marsh Park to the Furfield Dog Park



Land Use
& Zoning



Public
Services

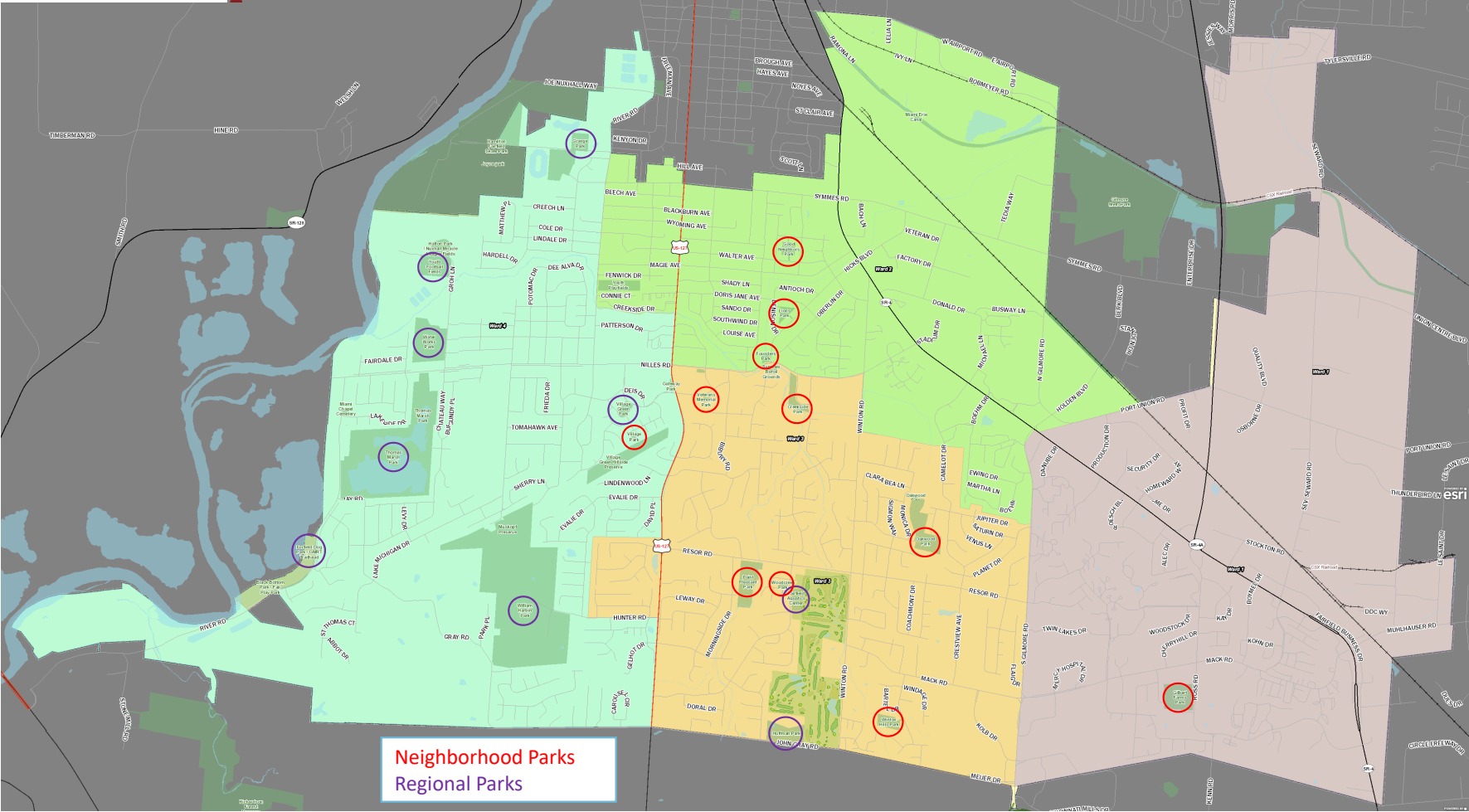


Transportation



Transportation





GOALS OF THE PLAN

The goals of this plan are to improve connectivity for non-motorized travel between various places in and near the City of Fairfield. This plan describes the importance and benefits of improved connections using sidewalks, crossings, trails, pathways and other opportunities to make it more inviting, convenient and safe to walk or bicycle. Expected results from these investments, based on case studies from similar cities, include: an improved quality of life, higher property values, increased business activity, fewer vehicle emissions, fewer and less severe pedestrian/bicycle injuries, improved health outcomes for residents of all ages including those with physical impairments, and a potential reduction in vehicle congestion. The overall goals of the plan are illustrated below.



CONNECT TO PARKS



CONNECT TO TOWN CENTER



CONNECT TO EXISTING TRAILS



CONNECT NEIGHBORHOODS



CONNECT TO MAJOR DESTINATIONS



IMPROVE PUBLIC HEALTH

FAIRFIELD CONNECTS

Fairfield ARPA Investment Plan – City Facilities/Equipment

✓ City Facilities - \$2,315,000



❖ Fire/EMS Equipment

- Fire Truck – 2022
- Ambulance – 2023



❖ Replace Council Chambers A/V System

- Replace aging A/V system
- Enhances public accessibility and remote meeting capabilities



❖ Building Improvements

- HVAC Improvements
 - Provide necessary HVAC updates throughout City facilities
 - Enhances the City's ability to mitigate future transmission issues
- Security Updates throughout the Municipal Building and other facilities



❖ Sustainability Plan

- Investigate Alternative Energy Opportunities for City Facilities
- Hire a consultant to investigate alternative energy opportunities
- Enhance energy efficiency, providing long-term cost savings



Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

FAIRFIELD

OHIO

FAIRFIELD



Workforce Development Initiatives

April 11, 2022

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

FAIRFIELD CAREER FEST



WHEN: *April 21, 2022 | 8:00AM – 3:00PM*

WHERE: *Fairfield High School Arena | 8800 Holden Boulevard*

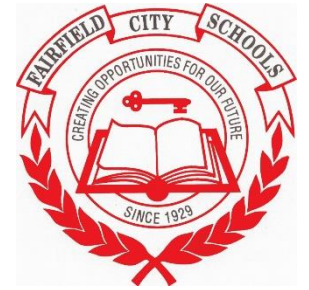
Build your workforce pipeline by attending this one-day interactive event to expose junior and senior students to career options in the Fairfield area.

EVENT DETAILS

Companies receive FREE exhibitor table and two chairs

Interactive or hands-on exhibits encouraged

Audience of 1,500 juniors and seniors



Butler County
A proud partner of the
American Job Center network



Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)



FIRE DEPARTMENT

POLICE DEPARTMENT

PARKS AND RECREATION


Clippard

Cincinnati State


The Fischer Group
TAKUMI
STAMPING INC.
Parkside
AN EMBASSY HEALTHCARE COMMUNITY
TAKUMI
STAMPING INC.



THANK YOU



April 11, 2022

CITY OF FAIRFIELD



WHO WE ARE

The **Regional Economic Development Initiative** (REDI) Cincinnati is a private nonprofit organization designed to drive job creation and **new capital investment** through business attraction, retention, and expansion efforts in southwest Ohio, northern Kentucky, and southeast Indiana.

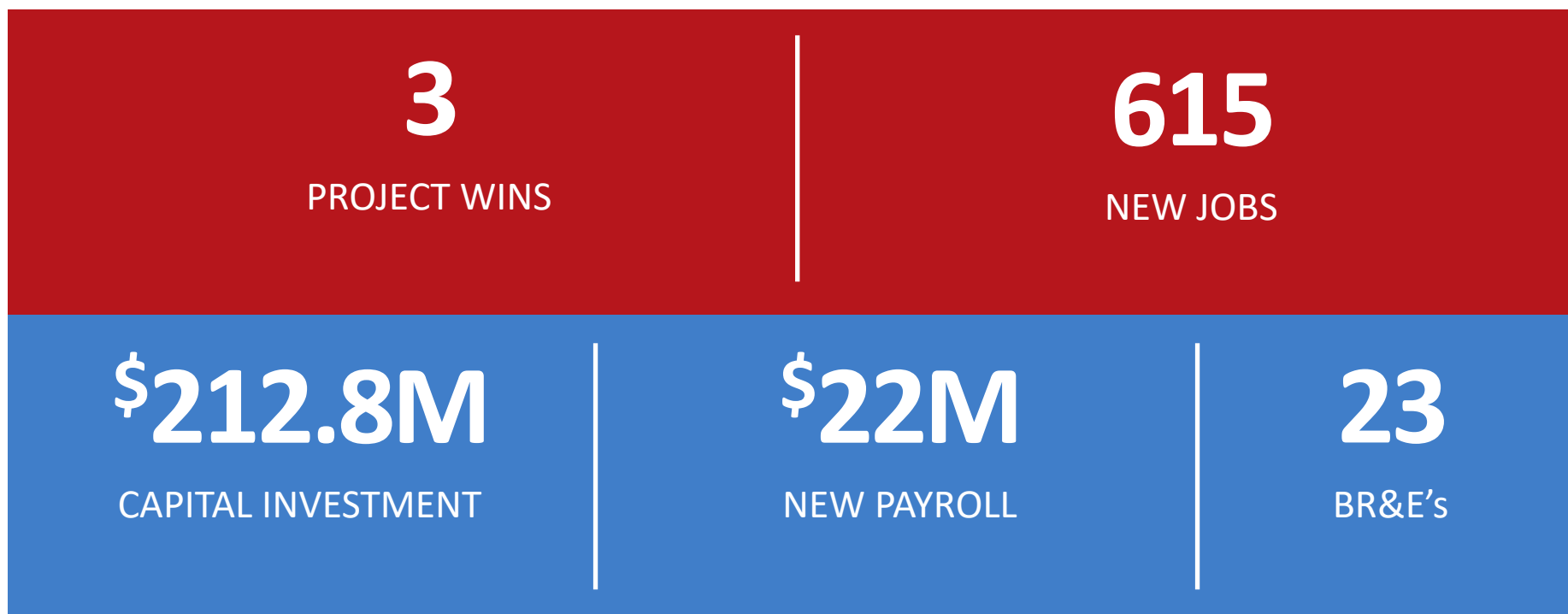
OUR PURPOSE

To unite the region to compete globally and be recognized as a national model for the practice of economic development.

OUR CORE VALUES

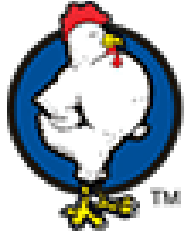
Respect | Client-centric | Lead

2021 METRICS • CITY OF FAIRFIELD



@GrowCincyUSA #CincyRegion

KOCH FOODS PROJECT HIGHLIGHT



KOCH FOODS

- **Expansion:** Construct a 2nd plant, creating capacity for 6 new lines
- **Location:** Fairfield, OH
- **Industry:** Food & Agriculture
- **Jobs:** 400 new
- **Cap X:** \$200M



Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)



@GrowCincyUSA #CincyRegion

HILCO VISION PROJECT HIGHLIGHT

HILCO *vision*

- **Expansion:** New manufacturing and distribution center
- **Location:** Fairfield, OH
- **Industry:** Healthcare Manufacturing
- **Jobs:** 200 new
- **Cap X:** \$8.1M



Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)



@GrowCincyUSA #CincyRegion

THANK YOU!

We look forward to our continued partnership in 2022.

@GrowCincyUSA
#CincyRegion
REDICincinnati.com





Fairfield-Fairfield Township JEDD

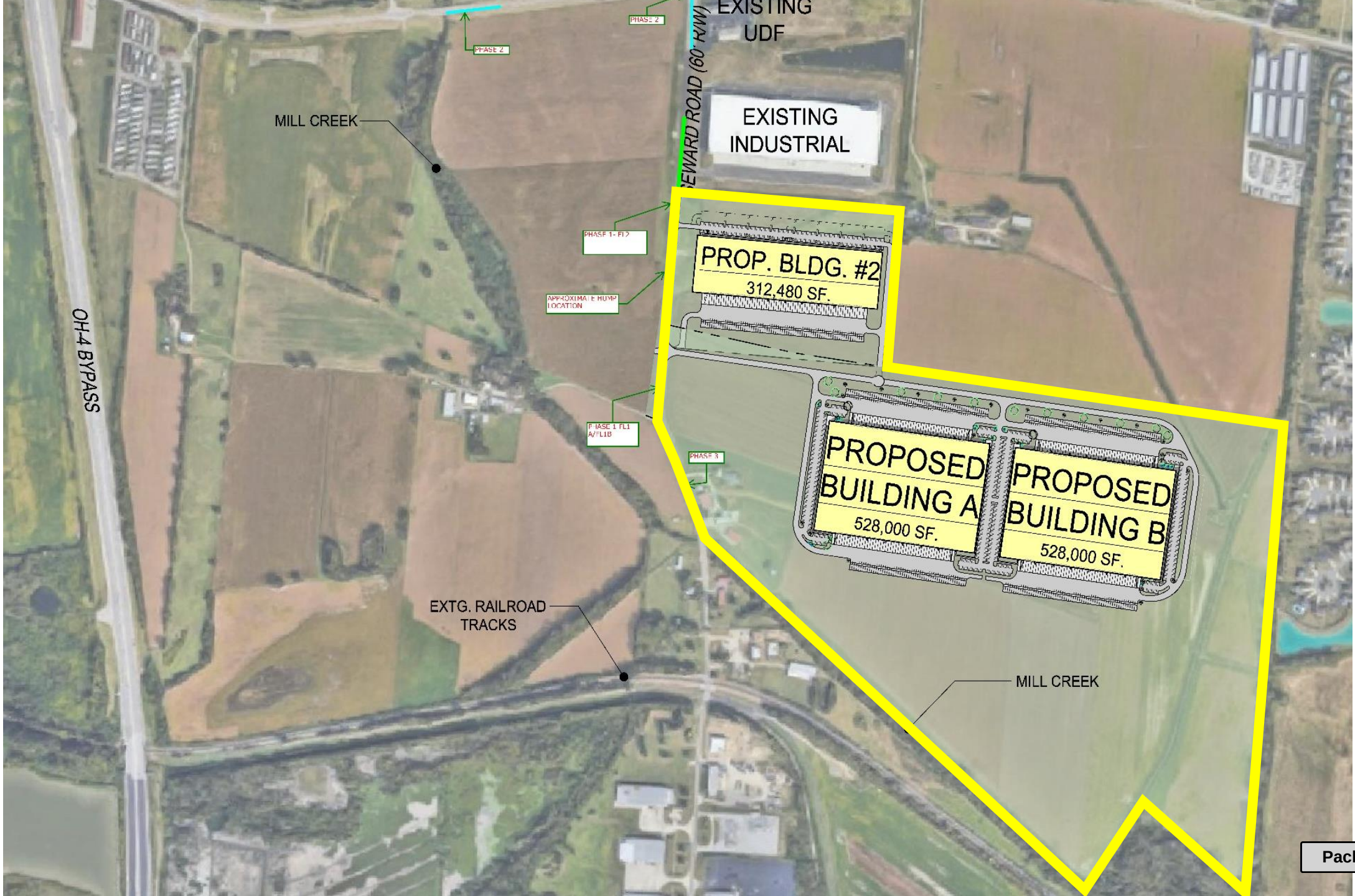
PUBLIC HEARING

April 11, 2022

Minutes Acceptance: Minutes of Apr 11, 2022 7:00 PM (Approval of Minutes)

Joint Economic Development Districts (JEDD)

- Special purpose district created to spur economic development
- Allows for the levying of municipal income tax in unincorporated areas
- Established by a contract signed between at least one municipality and at least one township



Proposed JEDD Terms

- Three person Board of Directors
- Board will enact a 1.5% income tax
 - City to receive 5% of gross revenues for administration
 - Net revenues will be split with 75% to township, 25% to city
- Property owners have petitioned for initial ~83 acres
- City annexation of land within township would be limited

Fairfield Logistics Center Agreements

- Development Agreement
 - City, Township, & Developer
 - Specifies roadway improvements
 - Approved by City Council on February 28th
 - Township Trustees agenda for April 12th
- JEDD Contract
 - City & Township
 - City Council agenda this evening
 - Township Trustees agenda for April 12th



THANK YOU



City Council Ordinance
Regular Meeting - April 25, 2022

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

Subject:

Mercy Health Mixed Use Concept Plan

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Concept Plan for the Mercy Health Mixed Use development.

Recommendation:

It is recommended that City Council have a first reading on this item at the March 14, 2022 meeting, set a joint public hearing for March 28, and await the written recommendation from the Planning Commission.

Background/Synopsis:

Bon Secours Mercy Health is proposing a nine-acre mixed-use development consisting of a single-story 30,000 square foot medical office building, a 4,125 square foot restaurant with a drive-thru, and an 8,400 square foot multi-tenant retail building with a drive-thru at the northeast corner of Mack and South Gilmore Roads. The site is proposed to have three access points into the development: a right-in/right-out on Mack Road, full access on South Gilmore Road and an internal connection to Mercy Health-Fairfield Hospital.

The property is part of the original 29-acre parcel commonly known as the Benzing property. In September 2021, City Council approved a PUD concept plan for a residential development (Benzing Estates) on the northern 20 acres of this property.

The site is currently zoned B-1, Institutions and Office District.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

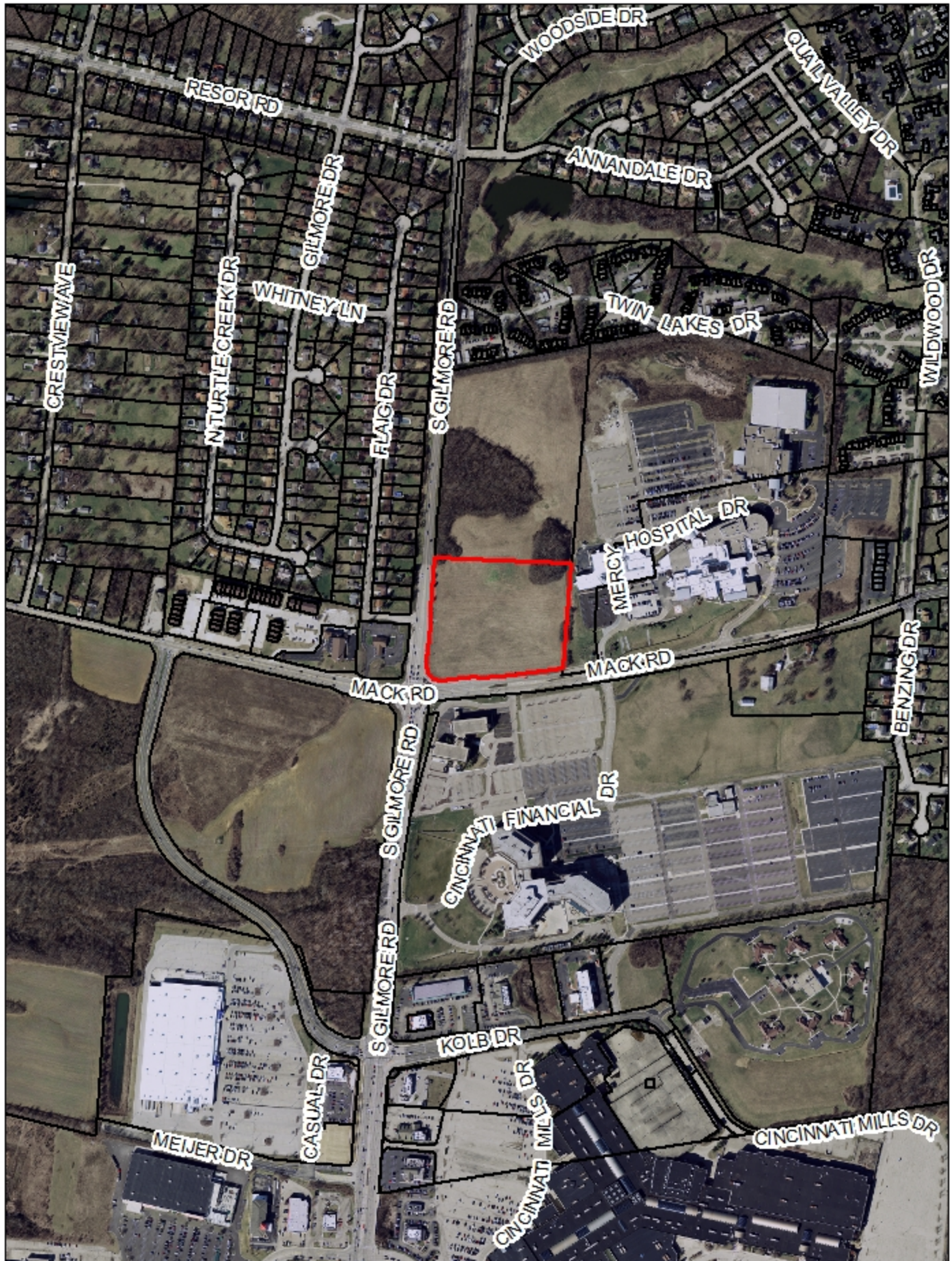
Emergency Provision Needed:

No

Attachments:

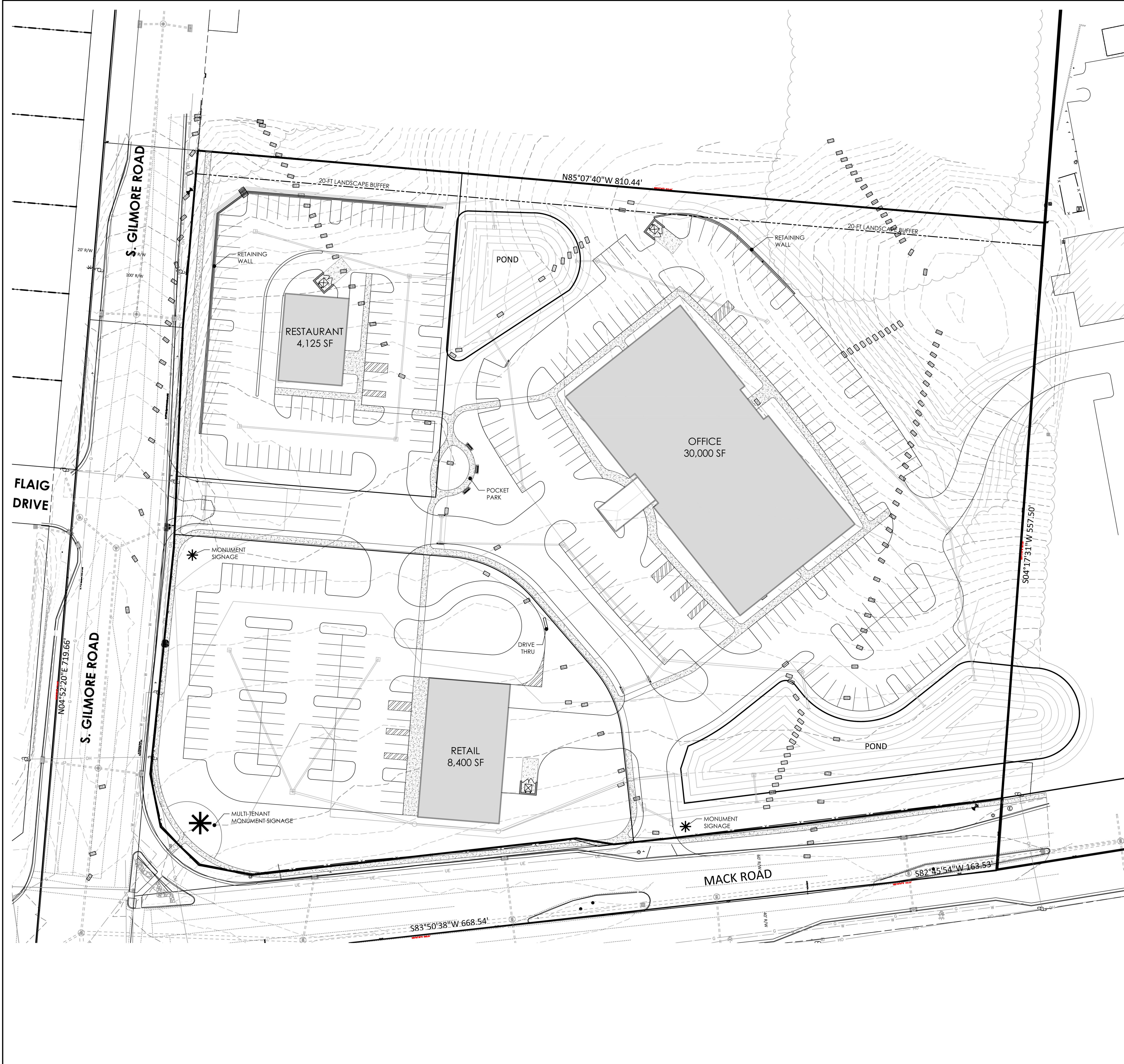
1. mercy council letter aerial
2. Mercy site plan
3. Mercy Health-Ord
4. Mercy Health Mixed Use-SL

Mercy Mixed Use Concept Plan (3/14/22)



Attachment: mercy council letter aerial (3107 : Mercy Health Mixed Use Concept Plan)

N:\land projects\21000\21563\21563006-PRE.dwg, C:\01_3\17\2022 11:37:11 AM, chrb, 1:1



LEGEND

SITE AREA	9.42 AC
OFFICE	
PARCEL AREA	5.73 AC +/-
BUILDING	30,000 SF (18K SF +/- USEABLE)
REQUIRED PARKING	240 SPACES (1/75 SF)
PROVIDED PARKING	150 SPACES
RESTAURANT	
PARCEL AREA	1.46 AC +/-
BUILDING	4,125 SF (3.5K SF +/- USEABLE)
REQUIRED PARKING	70 SPACES (1/50 SF)
PROVIDED PARKING	83 SPACES
RETAIL	
PARCEL AREA	2.23 AC +/-
BUILDING	8,400 SF
REQUIRED PARKING	42 SPACES (1/200 SF)
PROVIDED PARKING	80 SPACES

Project Manager J
Drawn By CI
DWG 21563006-P
X-Ref(s)

Issue/Revision	No.	Date

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MERCY - FAIRFIELD
SECTION 20, TOWN 2, RANGE 2
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO

Attachment: Mercy site plan (3107 : Mercy Health Mixed Use Concept Plan)



1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT PLAN FOR THE MERCY HEALTH MIXED USE PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of the 9.42 acres located at northeast corner Mack and South Gilmore Roads (Part Lot 464 of the City of Fairfield, Butler County, Ohio) from its present B-1, Institutions and Office District classification by approving the concept plan for the Mercy Health Mixed Use Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which is incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

Section 3. 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

Attachment: Mercy Health-Ord (3107 : Mercy Health Mixed Use Concept Plan)

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Mercy Health-Ord

Attachment: Mercy Health-Ord (3107 : Mercy Health Mixed Use Concept Plan)



DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 4/13/22

Please be advised that at the Planning Commission meeting held on Wednesday, April 13, 2022, the Planning Commission voted 5-1 to recommend approval, with conditions, of the Concept Plan for the Mercy Health Mixed-Use PUD. Please see the attached conditions of approval.

A handwritten signature in black ink, reading "Scott Lepsky". The signature is fluid and cursive, with the first and last names being more prominent.

Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Scott Timmer, City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Department

Attachment: Mercy Health Mixed Use-SL (3107 : Mercy Health Mixed Use Concept Plan)

CONDITIONS OF APPROVAL

1. Uses permitted in the C-2 Zoning District are permitted except for the following: self-service laundries, dry cleaning and laundry pick-up, variety and dime stores including discount stores, motor vehicle service and/or fuel dispensing facilities, pawn shops, check cashing services, payday and vehicle title loans and bail bonds, unless such uses are specifically approved by the Planning Commission.
2. No additional curb-cuts or driveway approaches are permitted, except as shown on the approved concept plan.
3. Access and utility easements will be required within the development if the site is developed as separate lots.
4. The proposed drive-thrus shall only be approved in concept only. Any drive-thru will be considered at the time the Final Development Plan is submitted for approval.
5. All utilities are to be located underground.
6. The proposed retention basins shall contain a mechanism for aeration so the ponds do not become stagnant.
7. A sidewalk shall be constructed connecting the site to the hospital campus.
8. All signage shall conform to the C-2 Zoning District sign requirements. All ground sign bases shall be coordinated in style and design.
9. The monument sign at the corner of Mack and South Gilmore Roads shall include a significant landscape design to enhance the corner and corridor. A landscape plan shall be submitted and approved by the city prior to sign installation. Landscaping shall be installed at the time of sign installation.
10. The existing tree groves located along the north property line that are being used as part of the required buffer shall be maintained. If any time this vegetation is removed, it shall be replaced with evergreen trees six feet tall at the time of planting.
11. The entire development shall be required to have an irrigation system for all landscape beds and grass areas. The irrigation plan is subject to approval by the City of Fairfield Staff Technical Review Committee at the time each lot is developed.

Recommended Transportation Related Conditions of Approval:

12. The right-in/right-out proposed for Mack Road shall be built to Butler County standards to effectively discourage improper left turns.
13. The access drive on South Gilmore Road shall be constructed as a driveway with a concrete apron behind a depressed curb. The drive profile slope should be used to create visual cues, encouraging slower entry if drivers choose to continue across from Flaig Drive. This driveway will need to be modified to comply with the City's South Gilmore Road Improvement project and coordination will be required with the developer's engineer to minimize duplicating efforts.
14. Both Flaig Drive and the new driveway shall be required to have clear pavement markings directing vehicles to turn left or right, with lane use signs to match pavement markings. The intent will be to discourage cross-traffic as much as possible. Signage and pavement markings shall be coordinated with the City of Fairfield Public Works Department.

15. A southbound left turn lane on South Gilmore at the full-access driveway is required. The developer should remove the existing markings and paint this left turn lane for the development. The City will repave and extend this turn lane with the South Gilmore Improvement project in 2024.
16. The developer shall be responsible for the cost and installation of the sidewalk along South Gilmore Road pending approval of the Final Development Plan.
17. Right of way shall be dedicated that is consistent with the approved Preliminary Right of Way Plans for the South Gilmore Improvement project. The concept plan shall be revised to show this dedication and to show the proposed sidewalk on South Gilmore Road located within the right-of-way.



City Council Ordinance
Regular Meeting - April 25, 2022

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

Subject:

Freddy's Restaurant Final Development Plan

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Amended Concept Plan and the Final Development Plan for the Freddy's Frozen Custard and Steakburgers Restaurant portion of the Meijer-Gilmore Road Planned Unit Development.

Recommendation:

It is recommended that City Council have first reading on this item at the March 14, 2022 meeting, set the joint public hearing for March 28 and await the written recommendation from the Planning Commission.

Background/Synopsis:

The property is currently a part of the Meijer-Gilmore Planned Unit Development (PUD) that was approved in 1995 to construct a Meijer store. The proposal is to located a Freddy's restaurant on approximately one acre of land in the northeast corner of the Meijer parking lot, adjacent to Kolb Drive. The 3,000 square foot restaurant will have outdoor seating and a drive-thru window.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

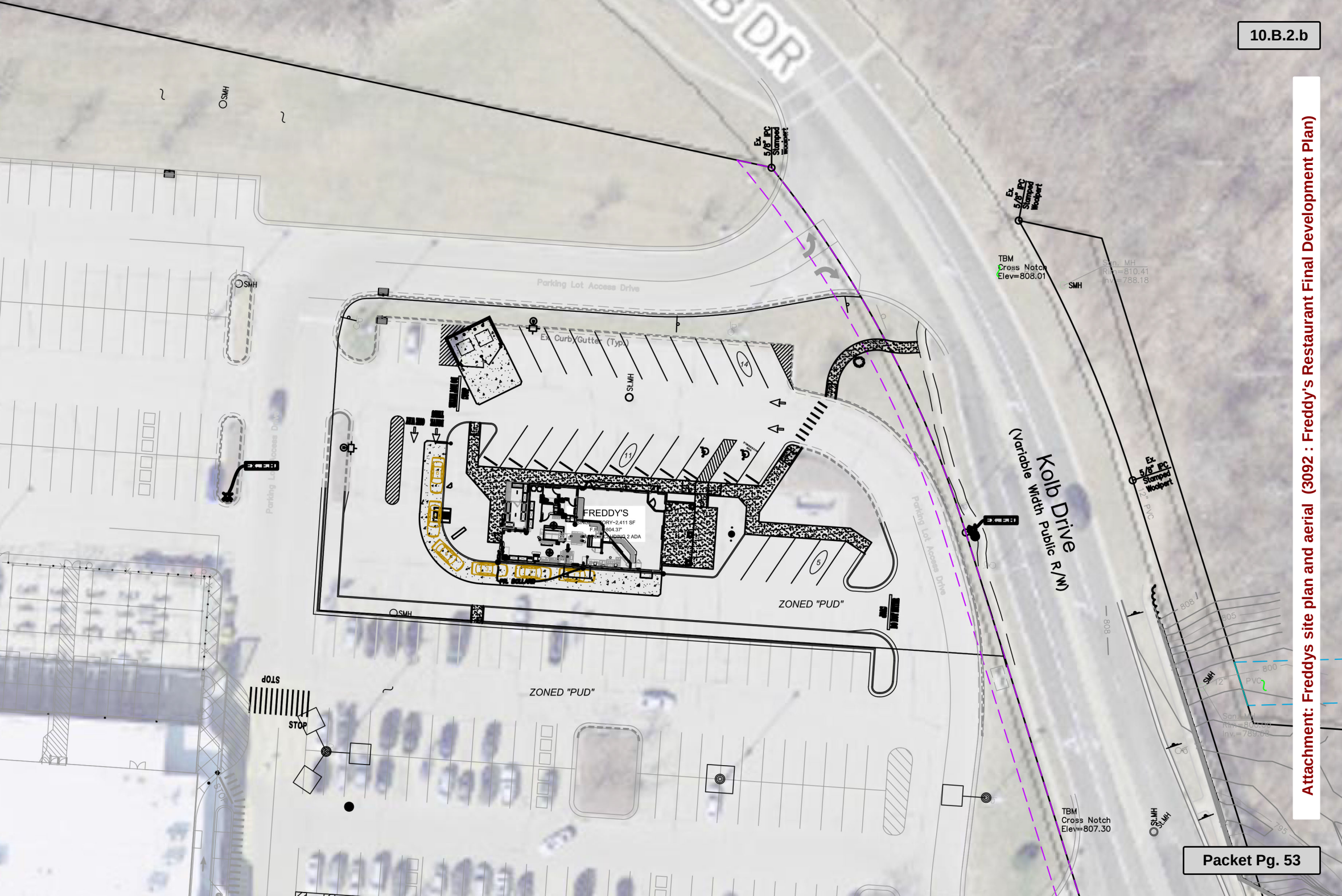
No

Attachments:

1. freddys_council aerial
2. Freddys site plan and aerial
3. Freddy's rendered elevations
4. Freddys-Ord
5. Freddy's Restaurant-SL



Attachment: freddy's_council_aerial (3092 : Freddy's Restaurant Final Development Plan)





THE DESIGN AND DETAILS DISCLOSED HEREIN ARE THE EXCLUSIVE PROPERTY OF DAN WINTER ARCHITECT AND SHALL NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT ITS PRIOR WRITTEN CONSENT.

DAN WINTER, ARCHITECT

FREDDY'S FROZEN CUSTARD & STEAKBURGERS
6325 S. GILMORE RD.
FAIRFIELD, OH. XXXX

DAN WINTER ARCHITECT
1024 EAST FIRST STREET
WICHITA, KS. 67214
PH. 316-267-7142

MATERIAL BOARD

DATE
xx/xx/21

DRAWN BY:
VI
CHECKED BY:
RB

SHEET NO.
MB

- 1** 60 % MODULAR BRICK "TAVERN FLASH" BY MARIAN CERAMICS
- 2** 20 % MODULAR BRICK "HAVANA RED" BY MARIAN CERAMICS
- 3** 20 % MODULAR BRICK "PLANTATION RED" BY MARIAN CERAMICS

- 2** STONE VENEER "ASPEN" BY CULTURED STONE

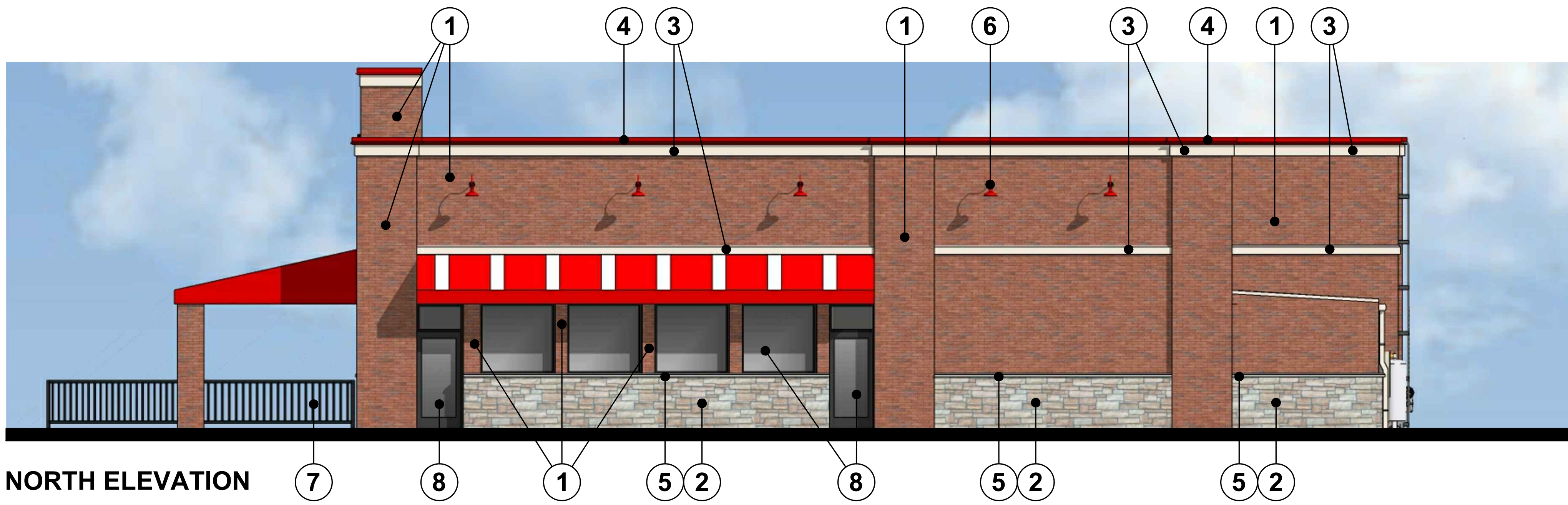
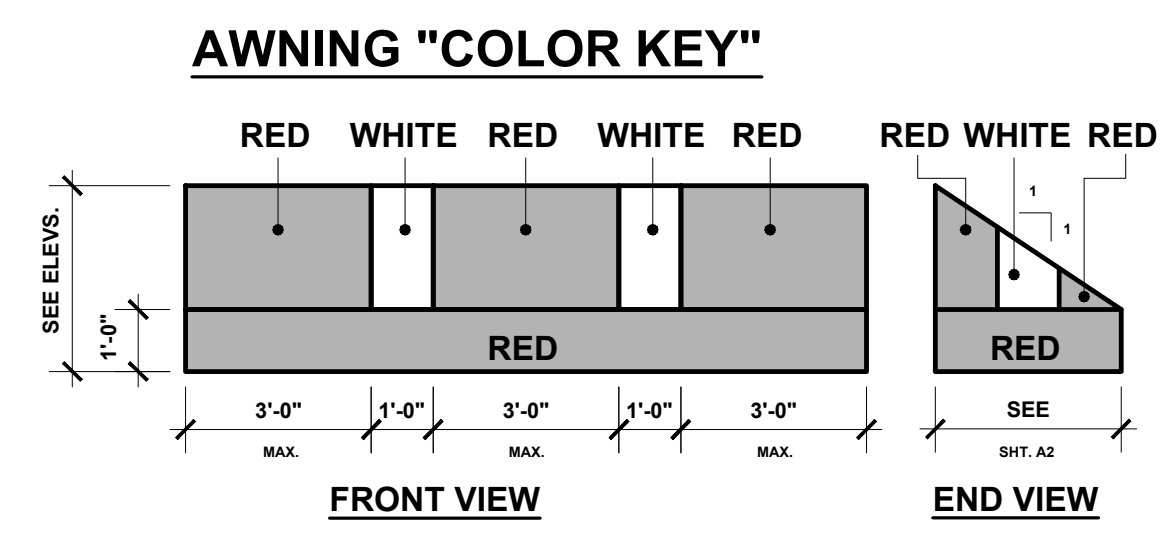
- 3** EIFS CORNICE & TRIM "FREDDY'S PEARL" SW 6126 BY SHERWIN WILLIAMS

- 4** METAL COPING "BRITE RED" BY DURO-LAST

- 5** FRACTURED SILL "TAUPE" BY CULTURED STONE

- 6** LIGHT FIXTURE GOOSENECK "FREDDY'S RED"

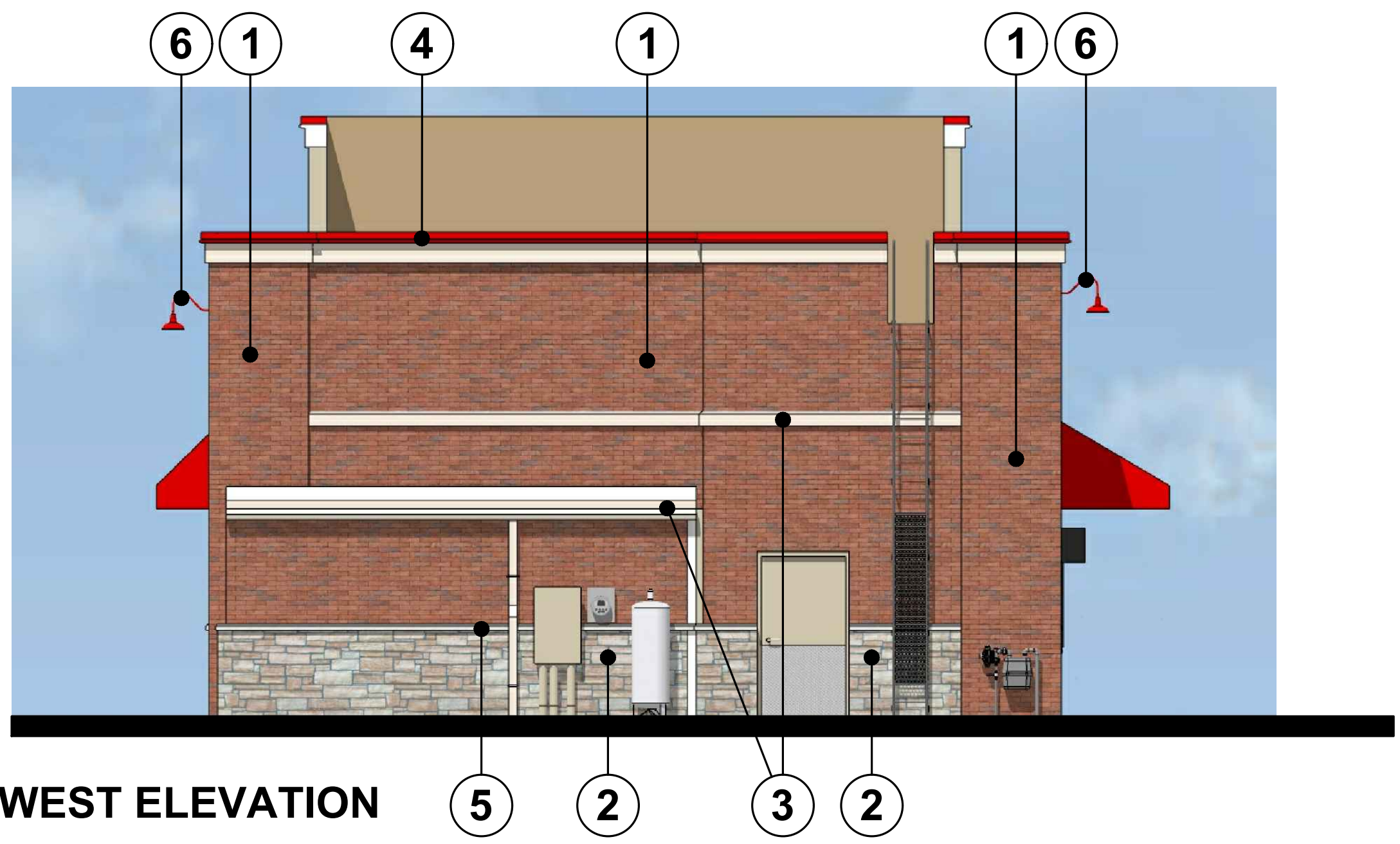
- 7** "CLEAR ANODIZED" ALUMINUM STOREFRONT DOORS & WINDOWS
- 8** "DARK BRONZE" ANODIZED ALUMINUM STOREFRONT DOORS & WINDOWS



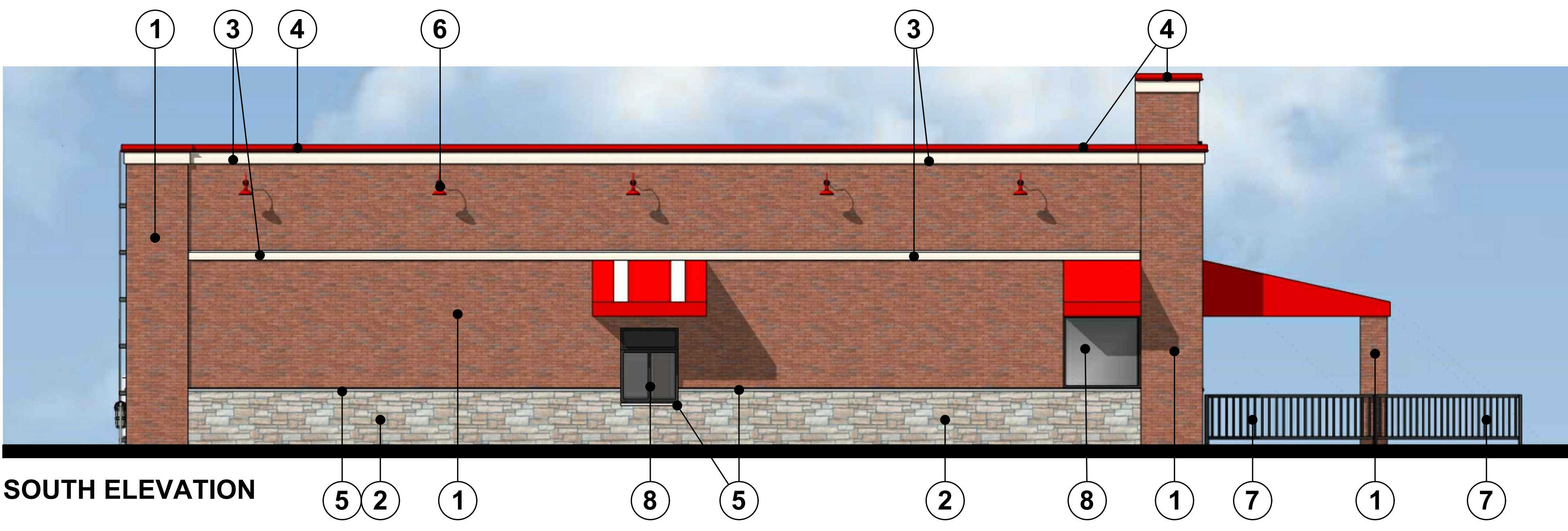
NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE AMENDED CONCEPT PLAN AND THE FINAL DEVELOPMENT PLAN FOR THE FREDDY'S FROZEN CUSTARD AND STEAKBURGERS RESTAURANT PORTION OF THE MEIJER-GILMORE ROAD PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by approving the amended concept plan and the final development plan for the Freddy's Frozen Custard and Steakburgers restaurant portion of the Meijer-Gilmore Road Planned Unit Development, (Part Lot 13091 of the City of Fairfield, Butler County, Ohio), a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which is incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

Section 3. 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

Attachment: Freddy's-Ord (3092 : Freddy's Restaurant Final Development Plan)

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

Clerk of Council

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

Attachment: Freddys-Ord (3092 : Freddy's Restaurant Final Development Plan)



DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 4/13/22

Please be advised that at the Planning Commission meeting held on Wednesday, April 13, 2022, the Planning Commission voted 6-0 to recommend approval, with conditions, of the Final Development Plan for Freddy's Frozen Custard & Steakburgers Restaurant. Please see the attached conditions of approval.

A handwritten signature in black ink, appearing to read "Scott Lepsky", is written over a light blue horizontal line.

Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Scott Timmer, City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Department

Attachment: Freddy's Restaurant-SL (3092 : Freddy's Restaurant Final Development Plan)

CONDITIONS OF APPROVAL

1. The proceeding terms and conditions of approval shall be codified in a Development Agreement to be executed by the franchisee, developer, property owner and the city.
2. Approval is for a Freddy's Frozen Custard and Steakburgers restaurant only, unless otherwise approved by the Planning Commission.
3. If construction does not begin within one year of City Council approval, then the Final Development Plan approval is void. Any future development will be required to follow the approval process outlined in Chapter 1191 of the Planning and Zoning Code.
4. A lot split will be required to create the one-acre site. A copy of the recorded document shall be submitted to the city prior to issuing a building permit.
5. Numerous easements, including access and utility, shall be recorded with copies submitted to the city prior to obtaining a building permit.
6. An irrigation system shall be installed and operated for landscape beds and grass areas. The irrigation plan is subject to approval by the City of Fairfield Staff Technical Review Committee.
7. All shrubs shall be at least 24 inches tall at the time of planting and noted on the landscape plan.
8. The proposed landscaping shall conform to the following requirements and noted on the landscape plan: Remove and replace dead plant material and apply appropriate herbicides/pesticides as required. The landscape beds are to be kept free of weeds and the mulch within the beds is to be seasonally replaced and maintained. Plant replacement shall occur within 30 days after plant(s) die, provided that in the event the plant(s) die during the period of October-February, plant replacement shall occur no later than the immediately following month of April and must conform to the approved landscape plan. If plantings are not replaced or maintained as stated above within 30 days of written notice by the City, the City will contract the work and assess the cost of the work plus \$100 administrative fee as a lien on the owner's property taxes in accordance with standard property maintenance procedures adopted by the City.
9. All rooftop mechanical units shall be screened from view on all sides of the building.
10. All signage shall conform to the C-2 Zoning District sign requirements. No additional signage is permitted without PC approval.
11. Screening for all dumpsters shall be constructed of the same brick and/or stone material used on the building.
12. All utilities serving Freddy's shall be located underground.
13. The parking lot shall either be repaved or resealed and striped per the approved plan.
14. New parking lot lights shall be angled at 90 degrees so as to shine lighting downwards.



City Council Action Item
Regular Meeting - April 25, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

2022 Summer Schedule

Legislation Title:

Simple Motion: Motion to approve the 2022 Summer Meeting Schedule for City Council Meetings.

Recommendation:

It is recommended that Council, via simple motion, approve the summer meeting schedule for 2022. City Council will meet on only the second Monday of each month of June, July and August.

Background/Synopsis: Each year, Council meets on only the second Monday of each month of June, July and August for a summer schedule. For 2022, the summer schedule regular meeting dates and times will be:

Monday, June 13, 2022 at 7:00 PM

Monday, July 11, 2022 at 7:00 PM

Monday, August 8, 2022 at 7:00 PM

Council-Manager Briefings will be scheduled for 6:00 PM on these meeting dates if the need arises.

Financial Impact: None.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Action Item
Regular Meeting - April 25, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

2022 Boards/Commissions Appointments

Legislation Title:

Simple Motion: Motion to approve the following 2022 Boards/Commissions Appointments effective April 25, 2022: Keshab Acharya - Cultural Arts Advisory Commission (term expires 3/31/25) Joan Hume-Cohen - Cultural Arts Advisory Commission (term expires 3/31/25) Tricia Paugstat - Cultural Arts Advisory Commission (term expires 3/31/25) Loretia Cadle - Environmental Commission (term expires 3/31/25) Alison Miller - Environmental Commission (term expires 3/31/25) Tanner Meyers - Environmental Commission (term expires 3/31/25)

Recommendation:

It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective April 25, 2022:**

Keshab Acharya - Cultural Arts Advisory Commission (term expires 3/31/25)
 Joan Hume-Cohen - Cultural Arts Advisory Commission (term expires 3/31/25)
 Tricia Paugstat - Cultural Arts Advisory Commission (term expires 3/31/25)
 Loretia Cadle - Environmental Commission (term expires 3/31/25)
 Alison Miller - Environmental Commission (term expires 3/31/25)
 Tanner Meyers - Environmental Commission (term expires 3/31/25)

Background/Synopsis: Each year on March 31, positions become available on Fairfield's various boards and commissions due to expiring terms of office. Advertising for the March 31 vacancies began on December 7, 2021 and concluded on January 7, 2022. The members of Parks and Recreation Board interviewed applicants on April 19, 2022 and submitted the named recommendations for approval.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

SwimSafe Pool Management Contract Addendum

Legislation Title:

Ordinance to authorize the City Manager to execute a Contract Addendum with SwimSafe Pool Management, Inc. for the services provided in relation to the comprehensive risk management and operations of the City of Fairfield Municipal Pool and declaring an emergency.

Recommendation:

Background/Synopsis: With the support of the Parks and Recreation Board, it is recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a Contract Addendum with SwimSafe Pool Management, Inc. for the services provided in relation to the comprehensive risk management and operations of the City of Fairfield Municipal Pool as set forth in the Scope of Work of the Request from Proposal.

SwimSafe Pool Management, Inc. has operated the City of Fairfield Municipal Pool for one year, providing all necessary labor, materials, supervision, administration, financing, insurance and all other services for the maintenance and daily operation of the pool, excluding admissions and concessions operations.

Due to current economic conditions, a national labor shortage, increase in minimum wage, rise in fuel cost and high inflation, prices for goods and services are much more expensive compared to last year. For example, Miami Products & Chemical Co. sent out price increases on March 8, 2022. These increases included 120% increase for Sodium Hydroxide and 85% increase for Chlorine gas, the two primary raw materials used to make Sodium Hypochlorite (liquid chlorine). To attract and retain quality lifeguard and pool management staff, SwimSafe Pool Management, Inc. will increase the average lifeguard wage.

When presented with the chemical and wage increases, Parks and Recreation Staff requested SwimSafe Pool Management, Inc. to provide a breakdown of these increases. Two options were presented for the increase in wages, contingent on the pools hours of operation. Historically, the pool opens at noon each day. The increase in wages for opening at noon would be \$15,584. The increase for chemicals is \$4,135.

Recommendation: It is recommended that City Council authorize the City Manager to enter a contract addendum with SwimSafe Pool Management, Inc. for the continued Operation of the City

of Fairfield Municipal Pool and authorize the additional contractual appropriation. Rules suspension is being requested in order to expedite the execution of the contract addendum and preparations to begin for the 2022 season.

Financial Impact: A contractual appropriation for year two (2) increase of the SwimSafe Pool Management, Inc. contract, in the amount of \$19,719.00, will be funded from the Recreational Enterprise Budget (640).

Emergency Provision Explanation: In order for the contract addendum to be executed and preparations to begin for the 2022 season, a suspension of rules and emergency provision is being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. swimsafeaddendum
2. SwimSafe.ParksBoardRes
3. SwimSafe Pool Management-Ord



ADDENDUM TO THE SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT WITH CITY OF FAIRFIELD

Effective _____, 2022 City of Fairfield ("Client") agrees to amend the Swimming Pool Management and Maintenance Agreement for the Operation of the City of Fairfield Municipal Pool, Contract #2021-02 ("Agreement") with SwimSafe Pool Management, Inc. (SSPM), originally dated February 1, 2021, under the following terms and conditions:

- Option A

SSPM will raise the average lifeguard wage to \$12.00 per hour and cover chemical price increases as of March 8, 2022, at an additional cost of \$34,401.00, which adjust the total agreement price to \$159,401.00 for 2022 and payment shall be made in accordance with the revised Exhibit "A – Option A" attached hereto.

Initial to elect option A _____

- Option B

Client agrees to modify the pool opening time to 12:00 pm daily. SSPM will raise the average lifeguard wage to \$12.00 per hour and cover chemical price increases as of March 8, 2022, at an additional cost of \$19,719.00, which adjust the total agreement price to \$144,719.00 for 2022 and payment shall be made in accordance with the revised Exhibit "A – Option B" attached hereto.

Initial to elect option B _____

Except as otherwise provided herein, all other terms and Conditions of the Contract shall remain in full force and effect.



MIAMI PRODUCTS & CHEMICAL CO.

P.O. BOX 486 • DAYTON, OHIO 45401 • (937) 253-8927 • (800) 776-1313 • FAX (937) 253-1559

March 8, 2022

Swimsafe Pool Management, Inc.
ATTN: Cary Belyea, CEO
107 Commerce Blvd.
Loveland, OH 45140

RE: 2022 Chemical Pricing Cover Letter

Dear Cary:

I apologize for the tardiness in getting your chemical pricing finalized for the start of the 2022 swimming pool season. The pricing sent today is effective *immediately*. We normally have this to you in early February; however, this year has been the most difficult year to date and getting pricing from our suppliers has proven very difficult. We have spent the past 3-4 weeks negotiating with most all our raw material suppliers in hopes that we could get some seasonal commitments going into this season. Unfortunately, we were not very successful and none of the primary suppliers would provide us with any sort of stability in our raw materials pricing. 2021 was a tough year for the chemical industry, but it is evident that 2022 will prove even tougher for a multitude of reasons. Miami Products & Chemical Co. has worked closely with our suppliers to mitigate the disruptions, but there remains a high level of uncertainty in not only product availability but also raw material pricing, which seems to be increasing more rapid than I've ever seen.

Obviously, the biggest volume item that we supply to Swimsafe is the bulk sodium hypochlorite (liquid chlorine bleach) to disinfect the swimming pools and hot tubs that you manage for your customers. To start the season, your new price will be 46.6% higher than it was in 2021. I realize this is a massive increase so I would like to explain where this increase is coming from. The raw material increases that we have seen from our suppliers are very real and I am more than happy to provide you with all the price increase letters we have received since last summer should you need them. The highlights of this increase include:

- Sodium Hydroxide (liquid caustic soda), which is one of two primary raw materials used to make sodium hypochlorite, has increased in price 119.9% since September 2021. That is NOT a typo. The price has MORE THAN DOUBLED in the past 6 months! We expect the price to continue to rise as summer approaches.
- Chlorine gas, which is the other primary raw material used to make sodium hypochlorite, has increased in price 84.5% since September 2021.
- The continually rising fuel costs have exacerbated these material increases by making it much more expensive to have these materials shipped into our production plant in Fairborn, OH.
- In March 2021, Olin, one of the 5 Chlor-alkali producers, announced they were permanently shutting down 50% of their diaphragm grade sodium hydroxide production at their McIntosh, AL plant. This removed a large volume of sodium hydroxide from the marketplace.
- In late August 2021, OxyChem, one of the 5 Chlor-alkali producers, announced they were permanently closing their plant in Niagara Falls, NY. This removed a large amount of chlorine

Attachment: swimsafeaddendum (3158 : SwimSafe Pool Management Contract Addendum)

and sodium hydroxide out of the marketplace, further exacerbating an already shaky supply chain.

- In late October 2021, Olin announced that beginning in early 2022, they would permanently shutter the remaining 50% of their diaphragm grade sodium hydroxide production. The hits just keep on coming.

The silver lining in all of this is that Miami Products & Chemical Co., while not immune to these supply chain challenges and exorbitant price increases, is well positioned to be able to make more than enough sodium hypochlorite to meet all our customers' demands for the 2022 season. While other sanitizers such as TCCA, Di-Chlor, and Calcium Hypochlorite remain in extremely short supply, we do not anticipate there being an issue supplying all your pools with their requirements this pool season.

Unfortunately, sodium hypochlorite is not the only chemical that is essential to proper pool maintenance to experience substantial price increases. With respect to some of the other core items that we supply to the pools you manage, some highlights to point out include:

- Bulk acid has seen a recent (we just got this increase within the past week) price increase around 27.2%. We were not expecting this.
- Sodium Bicarbonate has increased in price 18.1% in the past 12 months, and we feel that rising freight rates (due to record high diesel fuel prices) will only make this worse.
- Calcium Chloride has increased in price 12.3% in the past few months alone and we feel that rising freight rates will make this worse as well.
- Soda Ash has seen several increases the past few months that have caused the price of this material to rise a whopping 40%.
- Since Summer 2021, the prices on resin, which is used to make our plastic bottles and bottle caps for our packaged goods have increased in price 30.8% and 29.2%, respectively. The price of resin is tied closely to the price of crude oil, so oil at \$130+ per barrel will negatively impact the pricing on resin in short term.

And moreover, the price of Diesel has reached \$5.00 per gallon and all indications are that it will continue to rise and remain at record levels for many months to come. The average diesel fuel price in 2020 was \$2.42/gallon and our average price in 2021 was \$3.39/gallon. The rising fuel prices have resulted in a hefty increase in our delivery charges to help offset these fuel increases.

I realize these prices are tough to bear, but this is the best we can offer at this time. We have thoroughly enjoyed our partnership the past several years and look forward to working with you again in 2022. Please feel free to contact me directly with any questions, comments, or concerns regarding this pricing. You can reach me via phone at (937) 253-8927 or via e-mail at clintk@sanygen.net.

Regards,


Clint M. Kayser

President

Miami Products & Chemical Co.

Brad Williams

From: Karl Weidner <karl@swimsafepool.com>
Sent: Friday, March 18, 2022 11:30 AM
To: Brad Williams
Subject: Chemical and Wage Adjustments
Attachments: Swimsafe 2022 Chemical Pricing Cover Letter.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brad,

Thanks for the conversation yesterday regarding the chemical and wage issues. The numbers I gave you yesterday were:

Chemical increase:		\$4,135
Average wage rate for LGs @ \$12.00/hr:	\$30,266	
Total for 2022		\$34,401

Based on your request to move the pool opening to noon from 11:00 am the revised numbers under this scenario would be:

Chemical increase:		\$4,135
Average wage rate for LGs @ \$12.00/hr:	\$15,584	
Total for 2022		\$19,719

Let me know how you would like the Addendum prepared. Attached is the letter we received from Miami Products regarding the chemical price increase.

Thanks,

Karl



Karl Weidner
 513.300.0000
karl@swimsafepool.com

Attachment: swimsafeaddendum (3158 : SwimSafe Pool Management Contract Addendum)

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED by the Fairfield Parks and Recreation Board that the City Manager is authorized to enter into an addendum to the Swimming Pool Management and Maintenance Agreement with SwimSafe Pool Management, LLC in accordance with the addendum on file in the office of the City Manager.

ROLL CALL	YES	NO
Doug Meece	☒	☐
Gwen Ritchie	☒	☐
Greg Hull	☒	☐
Dan Pryor	☒	☐
Mindy Muller	☒	☐
Scott Clark	☒	☐
Gwen Brill	☒	☐

Doug Meece, Chairman / Doug Meece

Molly McGraw, Secretary / Molly McGraw

Resolution: 2022-04

Date: 04/19/2022

Attachment: SwimSafe.ParksBoardRes (3158 : SwimSafe Pool Management Contract Addendum)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT ADDENDUM WITH SWIMSAFE POOL MANAGEMENT, INC. FOR THE SERVICES PROVIDED IN RELATION TO THE COMPREHENSIVE RISK MANAGEMENT AND OPERATIONS OF THE CITY OF FAIRFIELD MUNICIPAL POOL AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a contract addendum with SwimSafe Pool Management, Inc. for the services provided in relation to the comprehensive risk management and operations of the City of Fairfield Municipal Pool in accordance with the contract addendum 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 contract addendum needs to be executed and preparations to begin for the 2022 season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\SwimSafe Pool Management-Ord

Attachment: SwimSafe Pool Management-Ord (3158 : SwimSafe Pool Management Contract Addendum)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Tiphonie Mays,
 Submitting Department: Parks

Subject:

Harbin Park Phase II Engineering

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Human Nature, Inc. to complete the final engineering and structural design plans of the Harbin Park Phase II improvements and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize an appropriation of \$132,150 from the CIP project 2PR10 and that Council authorize the City Manager to enter into a contract with Human Nature, Inc. to complete the final engineering and structural design plans of the Harbin Park Phase II Improvements.

Background/Synopsis:

Master planning done by Fairfield Parks and Recreation staff with Brandstetter Carroll, Inc. assistance led to the development of the current multi-phase conceptual plan. The second phase includes the items identified below and are currently programmed in the 2022-2026 Capital Improvements Program under item 3PR10. This phase of the project will make improvements to the Central area of Harbin Park which will include a complete renovation of the playground/shelter area of the center of the park and an installation of a new parking lot to support the area.

Human Nature, Inc. has done the conceptual planning for the second phase of improvements outlined for Harbin Park. The conceptual designed was approved unanimously by the Parks Board with Resolution 2021-13 on September 21, 2021. Moving from conceptual design to architectural design is necessary in order to develop complete construction plans and bidding documentation for the public bid process. The Parks Board approved a resolution on April 19, 2022 to authorize the City Manager to enter into an agreement with Human Nature, Inc for these services (Resolution 2022-03).

Financial Impact:

\$132,150 from the CIP project 2PR10.

Emergency Provision Explanation:

In order to complete final engineering by fall of 2022 and to develop a formal bid/construction documents for this project in conjunction with grant award dates, a suspension of rules and emergency provision is being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2022.01.28_Harbin_Park_CDs_HN Contract
2. Resolution 2021-13 Harbin Play Area Concept
3. HumanNature.ParksBoardRes
4. Human Nature Inc-Ord



AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

DRAFT

This Agreement, effective as of January 18, 2022, is between **City of Fairfield, Ohio (Client)**, 411 Wessell Drive, Fairfield, OH 45014 and Human Nature Inc. (Landscape Architect), 990 St. Paul Drive for the following Project: Harbin Park Playground (located in Fairfield, Ohio). Our Design Team will consist of Human Nature (Prime Consultant), IBI Group (Civil Engineering Sub-Consultant), and Motz Engineering (MEP Engineering Sub-Consultant). Below outlines our understanding of the project:

- The goal of the project is to generate construction documentation (suitable for bidding) for the playground and water play concept plan developed by Human Nature and approved by the City of Fairfield in 2021. Approximate estimated budget: \$2.3 million
- The play environment should include the following: equipment-based play features, nature play elements, a water play environment with interactive water features, and amenities (such as benches, trash receptacles, and drinking fountains) that provide for visitor comfort.
- All play features and associated spaces should be connected via walkways and be surrounded by beautiful landscaping. Walkways and play features should be inclusive and ADA accessible.
- The play environment character should be integrated into the existing park aesthetic and anticipate the construction of a future picnic shelter (by others).
- The safety surfacing should be synthetic turf manufactured and installed to provide impact attenuation per CPSC/IPEMA/ASTM recommendations with at-grade concrete curbs to be used for the perimeter edging.
- Provide Construction Administration services to respond to Requests for Information and Submittal, to perform site visits for observation of progress, and to provide a final punchlist visit and report for project closeout.

Article 1 Landscape Architect's Basic and Additional Services

Landscape Architect's Basic Services are:

Task 1.0: Schematic Design and Cost Estimating

Human Nature will refine the approved design concept per feedback from the Client and generate a digital CAD drawing of the refined concept for review. We will request and record any feedback about the concept. We will contact the preferred playground vendor (Gametime) and determine the final play equipment and water play features that will be included in the project. We will also select site furnishings options (benches, trash receptacles, drinking fountains, and fencing) and share them with the Client for feedback and selection of the final furnishings to be included in the project. Finally, we will generate an estimate of probable cost for the project in collaboration with the civil engineer and MEP engineer (both of whom will be sub-consultants under our contract) and with the playground/water play vendor.

L	A	N	D	Analysis	Planning	Design	Management

Anticipated Task 1.0 Schematic Design and Cost Estimating Deliverables

1. Schematic Design plan of the refined concept in electronic format
2. Opinion of Probable Construction Costs in Excel format
3. Two Client meetings (kickoff and Schematic Design review)

Task 2.0: Design Development

Once the Schematic Design has been reviewed and approved, HN and our sub-consultants will develop construction documentation for the playground in two stages: design development drawings (50%) and construction documents (100% drawings and specifications). For Design Development, the Design Team will share the drawings with the Client, request feedback, and make revisions, as needed. The initial phase will consist of a mix of pre-manufactured equipment, custom play elements, nature-based features, and water play features. HN will generate Design Development-level construction documentation plans and details for the following:

- tree preservation/removal
- play surfacing
- hardscape
- plantings
- irrigation
- site furnishings
- custom, pre-manufactured, and natural play features layout and details (composite play tower, large net climber, spinner, swings, custom net climber, log tunnel, on-grade slide, and custom log balance/climbing features) for ages 2 – 5 and 5 – 12.
- water play features (in collaboration with the water play designer partnering with Gametime)

For any custom play elements, HN will create design intent drawings that require shop drawings from fabricators/contractors. HN will review and comment on those shop drawings and return them to the fabricator. The civil engineering sub-consultant will provide drawings and specifications for grading and drainage. The MEP engineer sub-consultant will provide drawings for mechanical, electrical, and plumbing systems. The water play fabricator provided by Gametime will be responsible for designing the water play features and their associated water supply, storage, and filtration system. The Design Team will generate an Opinion of Probable Construction Cost for the 50% drawings to gauge whether the project scope and cost are in line with budgetary expectations. Due to the volatility of current construction market, this estimate will not guarantee the final construction cost.

Anticipated Task 2.0 Design Development Deliverables

1. Design development drawings (50%)
2. Opinion of Probable Construction Cost
3. Two Client meetings

Task 3.0: Construction Documentation

After getting feedback on the Design Development drawings, the Design Team will develop final construction documentation and specifications for the playground. The Design Team will share the drawings with the Client, request feedback, and make revisions, as needed. HN will generate final construction documentation plans and details for the following:

- tree preservation/removal
- play surfacing
- hardscape
- plantings
- irrigation
- site furnishings
- pre-manufactured and natural play features layout and details
- water play features (in collaboration with the water play designer partnering with Gametime)

For any custom elements, HN will create design intent drawings that require shop drawings from the water play and playground fabricators/contractors. HN will review and comment on those shop drawings and return them to the fabricator. The civil engineering sub-consultant will provide drawings and specifications for grading and drainage. The MEP engineer sub-consultant will provide drawings for mechanical, electrical, and plumbing systems. The final construction drawings will be bid-ready.

Anticipated Task 3.0 Construction Documentation Deliverables

1. Construction drawings and specifications (100%)
2. Two Client meetings

Task 4.0: Construction Administration

Human Nature will perform on-site construction administration during the construction of the playground. We will provide field reports to the Client. We will also review all submittals and requests for information related to the project. We assume the City of Fairfield will be responsible for providing project management during construction.

Anticipated Task 4.0 Construction Administration Deliverables

1. Eight (8) site visits and field reports
2. Review and comment on all project-related submittals and requests for information
3. Punchlist walkthrough and report

Basic Services General Terms

Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services could include but are not limited to: presentation/3D models; grant applications; potential donor packages; donor acknowledgement strategies and meetings with individual potential donors. The Civil Engineer can provide optional surveying services, if needed.

Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: geotechnical evaluations; subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction); utilities' location; signage; environmental assessments; artwork; permitting; Lighting is not anticipated as part of this scope. It is recommended that the Owner (or selected playground contractor) engage the services of a Certified Playground Safety Inspector to verify that the playground elements meet ASTM requirements. Playground inspection is not part of Human Nature's scope of services.

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client shall furnish the services of the following consultants: Architect and/or structural engineer (if necessary),.
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions and will indemnify and hold Landscape Architect harmless as to same.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The current schedule is as follows:

Schematic Design:	4 - 8 weeks from approval of contract
Design Development:	8 – 12 weeks
Construction Drawings:	8 – 12 weeks
- B. Client agrees to promptly notify Landscape Architect if Client's schedule or scope changes. Client acknowledges that significant changes to the Project schedule or scope may require Additional Services of Landscape Architect.

Article 4 Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services:

- a. Landscape Architect is providing a not-to-exceed hourly fee based on the scope of work described in Article 1.A. The Design Team's estimated fees for labor are:

Consultant Team	Fee
Human Nature, Inc. (Landscape Architect; including fee for irrigation designer)	\$109,400
IBI Group (Civil Engineer)	\$8,500
Motz Engineering (Mechanical, Electrical, and Plumbing Engineer)	\$14,250
Contract Total	\$132,150

Site Survey (optional service): Additional \$2,500.

Landscape Architect will be at the following hourly rates:

- Principal \$195/hour
- Project Manager \$125/hour
- Senior Landscape Architect \$115/hour
- Designer/Landscape Architect \$105/hour
- Planner/GIS Technician \$105/hour
- Draftsperson \$85/hour
- Clerical \$75/hour

- b. This estimate is based on the Basic Services outlined in Article 1 and data that is available at this time. This agreement is based on our standard hourly rates and will be billed monthly on a time and material basis.
- c. Landscape Architect reserves the right to adjust the fee based on additional information, scope changes, and schedule requirements/changes. As stated above the initial phase is intended to be a mix of pre-manufactured equipment, custom play elements, and nature-based features that fall within the initial budget of \$350,000. Depending on final scope, budget, and complexity (for example: an expanded budget or an emphasis on custom play features) of phase one, we reserve the right to renegotiate our fee accordingly, if necessary.

2. Additional Services: hourly, based upon the hourly rates outlined herein. Potential additional service may include the creation of a 3D model and associated perspective images. The cost of these additional services will range from \$2,000 to \$4,000, depending on the complexity and number of images desired.

- B. Reimbursable Expenses are included in the basic services fee and will be billed at-cost. Reimbursable expenses include but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; mileage; parking; authorized travel; and Client

requested renderings and models.

- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to three percent (3%) of any outstanding balance due per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 5 Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred or accrued up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect requests due credit be given in any use of the design work by others. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions.

- A. This Agreement is governed by the law of Landscape Architect's principal place of business.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect

and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's grossly negligent errors.
- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring any and all contractor and its/their subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as

appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

- J. No waiver by either party of any default or breach of any covenant set forth hereunder shall be inferred from any omission by said party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and thence said waiver shall be operative only to the time and to the extent therein stated.
- K. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, equipment and safety surface maintenance, may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- L. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- M. If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- N. Risk Allocation:

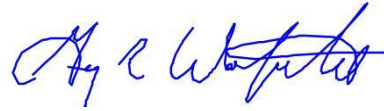
Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability to the total fee received. Client further acknowledges that were it not for this agreement to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.

Article 9 Closing.

We appreciate the opportunity to work with the City of Fairfield on such a dynamic and important community project. Please indicate your approval by signing below and returning an executed copy to us. We are prepared to begin immediately once we receive your authorization.

LANDSCAPE ARCHITECT:

HUMAN NATURE, INC., an Ohio corporation



By: _____

Printed Name: Gary Wolnitzek _____

Its: Principal _____

Date: January 28, 2022 _____

CLIENT:

City of Fairfield, Ohio

By: _____

Printed Name: _____

Its: _____

Date: _____

Attachment: 2022.01.28_Harbin_Park_CDs_HN Contract (3152 : Harbin Park Phase II Engineering)

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED by the Fairfield Parks and Recreation Board that the members have reviewed the concept of the Harbin Park Play Area, designed by Human Nature, Inc. and approve the design concept for future development.

ROLL CALL	YES	NO
Douglas Meece	☒	☐
Gwen Ritchie	☒	☐
Leslie Besl	☒	☐
Paul Assum	☐	☐
Scott Clark	☒	☐
Dan Prior	☐	☐

Doug Meece, Chairman / Doug Meece

Molly McGraw, Secretary / Molly McGraw

Resolution: _____ 2021-13 Harbin Park Play Area _____

Date: _____ 09/21/2021 _____

FAIRFIELD PARKS AND RECREATION BOARD

BE IT RESOLVED, by the Fairfield Parks and Recreation Board that the City Manager is authorized to enter into an agreement with Human Nature, Inc., for the architectural and engineering services for the Harbin Park – Phase II Renovation project in accordance with the agreement on file in the office of the City Manager.

ROLL CALL	YES	NO
Doug Meece	☒	☐
Gwen Ritchie	☒	☐
Dan Prior	☒	☐
Mindy Muller	☒	☐
Greg Hull	☒	☐
Gwen Brill	☒	☐
Scott Clark	☒	☐

Doug Meece, Chairman / Doug Meece

Molly McGraw, Secretary / Molly McGraw

Resolution: _____

Date: 04/19/2022

Attachment: HumanNature.ParksBoardRes (3152 : Harbin Park Phase II Engineering)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH HUMAN NATURE, INC. TO COMPLETE THE FINAL
ENGINEERING AND STRUCTURAL DESIGN PLANS OF THE HARBIN
PARK PHASE II IMPROVEMENTS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Human Nature, Inc. to complete the final engineering and structural design plans of the Harbin Park Phase II improvements in accordance with the contract on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

Taser Upgrade Program

Legislation Title:

Ordinance to authorize the City Manager to enter into a five (5) year contract and Master Services Agreement with Axon Enterprises, Inc. for the replacement of Tasers and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into a contract and master service agreement with Axon Enterprises Inc., 17800 N. 85th Street, Scottsdale, AZ 85255 at its quoted price of \$240,884.03 over five years, and that council appropriate \$48,176.81 from the Capital Improvement Fund, 2PD02, for the purchase of the listed equipment and expenses. Years 2-5 will be included in the police operating budget.

Background/Synopsis: The police department's Tasers are reaching their end of life and are in need of replacement. This project will allow for the purchase of the newest update to the Taser platform and provide us with the necessary equipment to maintain crucial training standards over the next five years.

Financial Impact: The initial funds allocated for this project will come from the Law Enforcement Fund, maintenance years 2-5 will be allocated through the Police Operating Budget.

Emergency Provision Explanation: Our Tasers have started to fail at an alarming rate, which has left us without the number necessary to equip all of our officers. Expediting the order process so that we may receive them in a timely manner is imperative to properly equipping our officers.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Taser 7 Contract
2. Axon Enterprises Inc-Ord



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-370608-44657.791KH

Issued: 04/06/2022

Quote Expiration: 05/31/2022

EST Contract Start Date: 07/01/2022

Account Number: 199996

Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
5230 Pleasant Ave 5230 Pleasant Ave Fairfield, OH 45014-3555 USA	Fairfield Police Department - OH 5230 Pleasant Ave Fairfield, OH 45014-3555 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Phone: 513-867-6015 Email: smaynard@fairfield-city.org Fax:

Program Length	60 Months
TOTAL COST	\$240,884.03
ESTIMATED TOTAL W/ TAX	\$240,884.03

Bundle Savings	\$58,626.57
Additional Savings	\$20,263.23
TOTAL SAVINGS	\$78,889.80

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jun, 2022	\$48,176.79
Year 2	Jun, 2023	\$48,176.81
Year 3	Jun, 2024	\$48,176.81
Year 4	Jun, 2025	\$48,176.81
Year 5	Jun, 2026	\$48,176.81

Quote Details

Bundle Summary

Item	Description	QTY
T7Cert	2021 Taser 7 Certification Bundle	70
DynamicBundle	Dynamic Bundle	1

Bundle: 2021 Taser 7 Certification Bundle Quantity: 70 Start: 7/1/2022 End: 6/30/2027 Total: 238134.03 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Holsters	20060	TASER 7 HOLSTER - S.O. TECH, AMBI-DEXTROUS	70	\$84.24	\$64.58	\$4,520.60
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$789.75	\$605.46	\$605.46
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	70	\$5.00	\$3.83	\$16,086.00
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	210	\$38.95	\$29.86	\$6,270.60
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	210	\$38.95	\$29.86	\$6,270.60
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	70	\$1,810.00	\$1,387.63	\$97,134.10
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$50.23	\$38.51	\$1,925.50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$50.23	\$38.51	\$1,925.50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	\$3.83	\$229.80
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$157.95	\$121.09	\$121.09
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	\$1,810.00	\$1,387.63	\$2,775.26
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$78.98	\$60.55	\$60.55
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	140	\$38.95	\$29.86	\$4,180.40

		NS				
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$38.95	\$29.86	\$4,180.40
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	84	\$90.56	\$69.43	\$5,832.12
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	140	\$38.95	\$29.86	\$4,180.40
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	140	\$38.95	\$29.86	\$4,180.40
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	140	\$38.95	\$29.86	\$4,180.40
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	140	\$38.95	\$29.86	\$4,180.40
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	\$1,149.97	\$1,149.97
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$33.65	\$33.65
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	\$8.01	\$8.01
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,495.00	\$1,146.13	\$1,146.13
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,495.00	\$1,146.13	\$1,146.13
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,495.00	\$1,146.13	\$1,146.13
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,495.00	\$1,146.13	\$1,146.13
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	\$1,495.00	\$1,146.13	\$1,146.13
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	\$287.49	\$287.49
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	\$287.49	\$287.49
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	\$287.49	\$287.49
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	\$287.49	\$287.49
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	\$287.49	\$287.49

Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	70	\$2.50	\$1.92	\$8,064.00
Other	80395	EXT WARRANTY, TASER 7 HANDLE	70	\$6.58	\$5.04	\$17,287.20
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2	\$6.58	\$5.04	\$493.92
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	84	\$0.44	\$0.34	\$1,399.44
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.58	\$5.04	\$246.96

Bundle: Dynamic Bundle Quantity: 1 Start: 7/1/2022 End: 6/30/2027 Total: 2750 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3	\$1,810.00	\$0.00	\$0.00
Other	80395	EXT WARRANTY, TASER 7 HANDLE	3	\$6.58	\$0.00	\$0.00
Other	85147	CEW STARTER	1	\$2,750.00	\$2,750.00	\$2,750.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/6/2022

Attachment: Taser 7 Contract (3156 : Taser Upgrade Program)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR CONTRACT AND MASTER SERVICES AGREEMENT WITH AXON ENTERPRISES, INC. FOR THE REPLACEMENT OF TASERS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a five (5) year contract and Master Services Agreement with Axon Enterprises, Inc. for the replacement of tasers in accordance with the contract on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding for the reason that current tasers are failing and are not adequate to properly equip current officers.

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 current tasers are failing; 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 - April 25, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Engineering Appropriation for Pleasant Avenue between Wessel and Patterson

Legislation Title:

Ordinance to authorize the City Manager to enter into an agreement with LJB, Inc. for the engineering for Pleasant Avenue Improvements between Wessel Drive and Patterson Drive.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into the attached agreement with LJB, Inc. to design the conceptual and final improvements to modify the lane configuration for Pleasant Avenue between Wessel Drive and Patterson Drive and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into an agreement with LJB, Inc. to develop conceptual plans with Phase 1 of the attached scope of services and, if authorized under Phase 2, to design the improvements to reconfigure and right size the lane configuration for Pleasant Avenue between Wessel Drive and Patterson Drive.

The City of Fairfield is working to implement an improvement that would improve access management and better accommodate existing traffic and existing lane utilization.

Staff provided Council with a briefing in 2021 demonstrating the problems with the existing lane configurations and the weaving and stacking issues that exist. This project can stand alone but is meant to augment any access management agreement that can be coordinated with the Riegert Square Redevelopment that is also being investigated. It is planned that Council would be briefed again on the project once conceptual plans have been developed and before moving forward to final plans.

The City will investigate applying for outside funding for this project based on timing and construction cost after the project has been further developed by late 2022 or early 2023.

The next urban paving program (primarily funded by ODOT) for Pleasant Avenue is currently anticipated for 2026 or 2027

This engineering project is programmed in the current 2022-2026 CIP as 2PW34.

Financial Impact:

\$44,285.00 in total funding from the Street Fund.

Emergency Provision Explanation:

A suspension of rules is being requested so that concept plans can be developed in order to be of use for potential development agreements for Riegerts Square.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. P 2022-02-14 Pleasant Ave Right Sizing
2. Pleasant Avenue Study Area
3. LJB Inc-Ord



February 14, 2022

Mr. Nicholas Dill, P.E.
City Engineer
City of Fairfield
8870 N. Gilmore Road
Fairfield, OH 45014

Re: Pleasant Ave. Right-Sizing Design Proposal

Nick:

Thanks for the opportunity to provide this proposal for engineering services to implement a portion of the improvements recommended through the Pleasant Avenue Corridor Study that were included in the study completed by MKSK and LJB Inc. in 2021. We understand that the city plans to apply a modified version of Concept A2 from the study. It includes a resurfacing project to implement a 3-lane section on Pleasant Ave within the corridor limits of Nilles to the bridge north of Patterson. In addition, the northbound striping on Pleasant Ave. will be revised south of the Wessel intersection to account for maintaining a single northbound lane throughout the corridor.

SCOPE AND SCHEDULE

A detailed description of the phases and tasks anticipated to complete the design of the project are included below.

Schedule dates are provided for each phase based on the assumption that authorization to proceed will be received on July 1, 2022. The schedule can be adjusted forward if authorization to proceed is received before that date and may be flexible if necessary to meet critical dates for the city's budget.

Phase 1 – Preliminary Design (July – September 2022)

Surveying

An aerial survey of the project limits for the Pleasant Avenue Right-Sizing is anticipated to locate the existing planimetric features and pavement markings. This survey will support final design and construction plan preparation.

- > Aerial Survey – LJB will utilize an unmanned aerial system (UAS) to conduct an aerial survey of the project limits in order to locate planimetric features including curbs, sidewalks, and pavement markings within the project limits.
- > Base Mapping – LJB will develop an existing conditions base map within the project limits. Unmanned Aerial Survey equipment will be utilized to collect the topographic base mapping.
- > Right-of-Way Resolution – No additional right of way is anticipated for this project. LJB will utilize conventional surveying and GPS to locate centerline and right of way monuments in order to resolve the existing right of way for Pleasant Avenue (US 127) within the project limits.

Traffic Analysis

Capacity analysis will be completed for the Pleasant Ave. and Wessel intersection and the previously unstudied portions of the Pleasant Ave. corridor with the project limits to inform the laning plan.

- > Collect peak hour turning movements at Pleasant/Nilles and Pleasant/Wessel Dr intersections. AM peak (6am-9am), Midday (11am-1pm) and PM peak (3pm-6pm) count.
- > Perform capacity analysis under the existing conditions, and proposed road-diet option to evaluate the impacts to LOS, queueing etc.,
- > Existing traffic signal modification: Pleasant/Nilles and Pleasant/Wessel Dr intersections will be evaluated to identify modifications to the existing signal equipment (Signal heads etc.), to match the proposed road diet lane configuration.

Conceptual Plans

- > Traffic Control Plans – Conceptual pavement marking and signing plans will be prepared to communicate the intended work limits and preliminary laning plan.
- > Opinion of Probable Construction Costs – A conceptual level construction cost estimate will be prepared to assist the city in the budgeting process.

The deliverables from this phase of the project will be used by the city staff to describe the intended improvements for the community and city council.

Phase 2 – Detailed Design (November 2022 – January 2023)

Final Plans

Construction plans for the recommended improvements will be developed. The plans are anticipated to include:

- > Title Sheet – A simple title sheet will be developed including a vicinity map, project description, index of sheets, signatures by the engineer of record and for approval by the city.
- > Typical Section – A typical section detailing the resurfacing to be completed will be prepared.
- > General Notes and Details – General notes and details will be developed to include utility contact information and clarifications for pay items.
- > Plan Sheets – Plan sheets including pavement striping details, signing details and notations of others improvements in plan view will be developed. 6 plan sheets are anticipated.
- > Signal plans – Modifications to the signals at the Pleasant Ave. intersections with Wessel, Nilles and Patterson will be detailed on plan sheets. Impacts to the signals are anticipated to be minor improvements that do not require relocations or modifications of supports.

Estimate and Bid Tab

Itemized project quantities will be tabulated to be used in the development of the estimate and contractor bids.

- > Opinion of Probable Construction Costs – An itemized listing of pay items and a construction cost estimate will be prepared utilizing ODOT pay items and unit prices. The estimate will be provided to the city in Microsoft Excel format to be utilized in the development of the bid tab for the project.

Pleasant Ave. Right-Sizing Design Proposal
 February 14, 2022
 Page 3

Deliverables from this phase, including the construction plans and the opinion of probable construction costs and itemized quantities will be used by the city to advertise for and solicit contractor bids.

FEE

LJB proposes to complete the above Phase 1 scope for the lump sum fee of **\$21,650** and the above Phase 2 scope for the lump sum fee of **\$22,635**. The total proposal for this project is **\$44,285**.

If you have any questions, please contact me at (937) 259-5795 or DHoying@LJBinc.com.

Sincerely,

LJB Inc.



Daniel J. Hoying, P.E., P.S.
 Project Development, Infrastructure

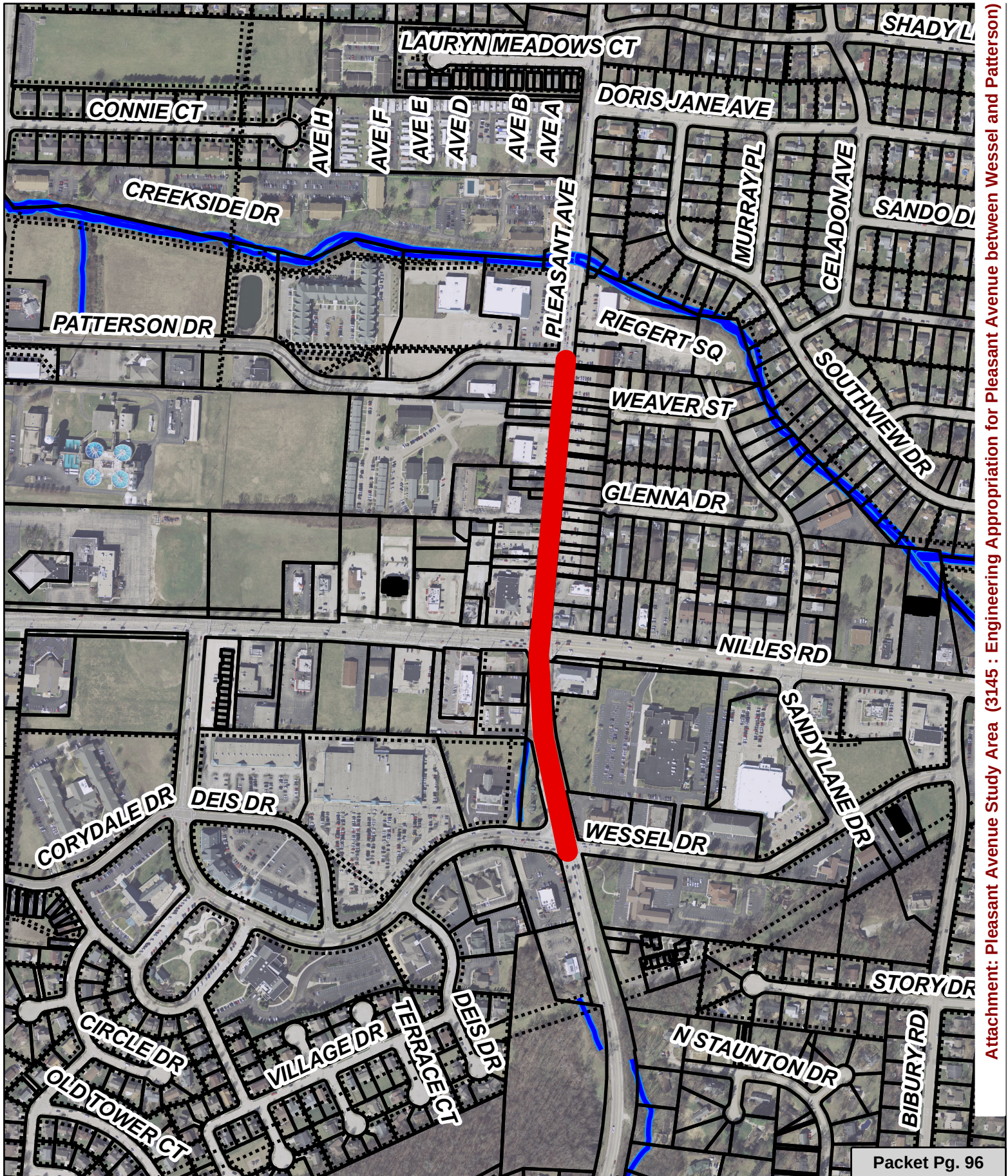
AUTHORIZATION

Your signature below authorizes LJB to begin the scope of services outlined and permits us to invoice the City of Fairfield for the fees stated within this proposal. We anticipate that a formal professional services agreement will be executed upon receipt of this authorization.

 Name

 Date

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LJB, INC. FOR THE ENGINEERING FOR PLEASANT AVENUE IMPROVEMENTS BETWEEN WESSEL DRIVE AND PATTERSON DRIVE.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with LJB, Inc. for the engineering for Pleasant Avenue improvements between Wessel Drive and Patterson Drive 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 _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\LJB Inc-Ord

Attachment: LJB Inc-Ord (3145 : Engineering Appropriation for Pleasant Avenue between Wessel and Patterson)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Sewer Cleaning Truck #002 (Sewer)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Jack Doheny Companies, Inc. for the purchase of a Sewer Cleaning Truck for the Sewer Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$513,080 from the Sewer Surplus Fund for the purchase of a Vactor Sewer Cleaning Truck. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with the Jack Doheny Companies, Inc. for the purchase of this truck.

Background/Synopsis:

This request is for the purchase of a new Vactor Sewer Cleaning Truck with options as quoted under State DAS contract. This truck will replace the current unit #009, a 2011 International Gapvax Sewer Cleaning Truck. Unit #009 will be handed down to the Street Department to replace their unit #008, a 2001 International Vac Con Sewer Cleaning Truck due to age and condition. Unit #008 will be auctioned.

This vehicles is being purchased through the Jack Doheny Companies Inc., listed under State of Ohio contract 800724 and Index STS670 authorizing the use by Municipal Corporations.

Financial Impact:

\$513,080 (\$473,080 for the truck + \$40,000 for Sewer fleet needs and contingencies) from the Sewer Surplus Fund. This vehicle is listed in the 2022 CIP as # 2FT45 Replace Sewer Vacuum Truck (Sewer) (\$600,000).

Emergency Provision Explanation:

Emergency Provisions and Rules Suspension are being requested because the manufacturer currently has a chassis on site that can be built upon and delivered in 2022, otherwise we would be over a year out.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. New Vector 2115 FL STS Proposal 02-17-2022
2. Jack Doheny Companies Inc-Ord

VACTOR

Dealer:	Jack Doheny Companies, Inc. dba Jack Doheny Company
Date:	17-Feb-22
Customer:	City of Fairfield, OH
Address	4799 Groh Lane
City, State, Zip	Fairfield, OH 45014
Phone:	(513) 858-7760 / (513) 858-8353
Email:	jturner@fairfield-city.org
Attn:	Mr. Jason Turner

We are pleased to submit a quotation for the equipment listed below per the State of Ohio Department of Administrative Services State Term Schedule Number 800724.

Qty	Option Number	Description	Ohio STS Price	Selected Options
Base Model:				
1	2115-SE1-PLUS	2115 Combination Sewer Cleaner requiring a 66,000 GVW tandem axle cab and chassis with a 370 HP min. diesel engine and a 3000 series Allison automatic transmission	\$ 250,549.00	\$ 250,549.00

Debris Body Options:

1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	045PSTD	Suction Tube Storage - 4 Pipe	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1033PSTD	60" Dump Height	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	1003P	Debris Body Washout	\$ 1,530.00	\$ 1,530.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$ 1,222.00	\$ 1,222.00
1	1009PA	Externally Mounted Trash Pump w/Floating Arm	\$ 11,564.00	\$ 11,564.00
1	1014P	Centrifugal Separators (Cyclones)	\$ 5,348.00	\$ 5,348.00
1	5029P	Cyclone Flush Out	\$ 491.00	\$ 491.00
1	1015P	Folding Pipe Rack, Curbside	\$ 1,061.00	\$ 1,061.00
1	1015PA	Folding Pipe Rack, Streetside	\$ 1,061.00	\$ 1,061.00
1	1022P	Rear Door Splash Shield	\$ 1,557.00	\$ 1,557.00
1	1023P	Lube Manifold	\$ 2,313.00	\$ 2,313.00
1	1041P	Body-Up Alarm	\$ 898.00	\$ 898.00
1	3021P	Debris Body Level Indicator	\$ 913.00	\$ 913.00

Boom and Blower Options:

1	Vacuum System	Positive Displacement Blower- 824	\$ 16,071.00	\$ 16,071.00
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	1016PSTD	SS Microstrainer Prior to Blower	STD	STD
1	4000PSTD	180 deg. Non-Extending Boom	STD	STD
1	4010PSTD	Boom Hose Storage, Post	STD	STD
1	6017PSTD	Hydraulic Shutoff Valves	STD	STD

Attachment: New Vactor 2115 FL STS Proposal 02-17-2022 (3154 : Purchase of Sewer Cleaning Truck #002 (Sewer))

1	7006PSTD	Tachometer & Hourmeter for Centrifugal Compressor	STD	STD	11.D.2.a
1	S390BSTD	7" Vacuum Pipe Package	STD	STD	
1	3015PA	Hot Shift Blower Drive	\$ 1,479.00	\$ 1,479.00	
1	3017P	Blower High Temp Safety Shutdown	\$ 527.00	\$ 527.00	
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$ 21,855.00	\$ 21,855.00	
1	4006PSTD	Front Joystick Boom Control	STD	STD	
1	4011PB	Bellypack Wireless Controls	\$ 3,150.00	\$ 3,150.00	
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$ 573.00	\$ 573.00	
1	4022PSTD	Telescopic Boom Elbow, Standard	STD	STD	

Water System Options:

1	2015PSTD	1300 Gal Water Total (15 yrd)	STD	STD	
1	2017P	Additional Water, 1500 Gal Total (15 yrd)	\$ 1,358.00	\$ 1,358.00	
1	5002PA	80 GPM/2500 PSI	STD	STD	
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose & Quick Disconnects	STD	STD	
1	030PSTD	Flexible Hose Guide	STD	STD	
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD	
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD	
1	5011PSTD	3" Y-Strainer @ Water Pump	STD	STD	
1	5014PSTD	1" Water Relief Valve	STD	STD	
1	5015PSTD	Midship Handgun Coupling	STD	STD	
1	5022PSTD	Side Mounted Water Pump	STD	STD	
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD	
1	6009PSTD	Hose Reel Chain Cover	STD	STD	
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel	STD	STD	
1	2001PSTD	Low Water Light w/Alarm and Water Pump Flow Indicator	STD	STD	
1	6005PDSTD	Digital Footage Counter	STD	STD	
1	2011PSTD	3" Y-Strainer at Passenger Side Fill, with 25' Fill Hose	STD	STD	
1	2006P	Air Purge	\$ 1,310.00	\$ 1,310.00	
1	2021P	Additional Water Tank Fill	\$ 730.00	\$ 730.00	
1	3019PSTD	Digital Water Pressure Gauge	STD	STD	
1	3020P	Digital Water Level Indicator	\$ 680.00	\$ 680.00	
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$ 1,738.00	\$ 1,738.00	
1	5010PSTD	Jet Rodder Water System Accumulator	STD	STD	
1	5010PA	Accumulator on/off Control at Front Hose Reel	\$ 792.00	\$ 792.00	
1	5021PC	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle	\$ 3,895.00	\$ 3,895.00	
1	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI	\$ 1,773.00	\$ 1,773.00	
1	6004PSTD	Hose Wind Guide, Manual	STD	STD	
1	6004PB	Hose Wind Guide, Auto, Indexing	\$ 5,154.00	\$ 5,154.00	
1	6014P	High Pressure Hose Reel - Required for HXX Package	\$ 1,849.00	\$ 1,849.00	
1	6020PC	Rotating Hose Reel, 1" x 1000' Capacity	\$ 2,344.00	\$ 2,344.00	

Lighting Options:

1	8001PA	Rear Directional Control, Signal Master Arrow Board, 10 Lights	\$ 1,391.00	\$ 1,391.00	
1	8002PA	Hand Held LED Spot Light	\$ 359.00	\$ 359.00	
1	8020PE	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights	\$ 1,564.00	\$ 1,564.00	
1	8027P	LED Mid-Ship Turn Signals	\$ 539.00	\$ 539.00	
1	8028P	Worklights (2), LED, All booms	\$ 796.00	\$ 796.00	
1	8029PB	Worklight, LED, Hose Reel Manhole	\$ 651.00	\$ 651.00	
1	8029PC	Worklight, LED, Curb Side	\$ 324.00	\$ 324.00	

Specialty Systems:

1	9021PB	Camera System, Front, Rear and Both Sides	\$ 1,200.00	\$ 1,200.00	
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD	

Attachment: New Vector 2115 FL STS Proposal 02-17-2022 (3154 : Purchase of Sewer Cleaning Truck #002 (Sewer))

Tool Storage Options:

1	010PSTD	Toolbox, Curbside	STD	STD
1	9023P	Safety Cone Storage Rack - Drop in Style	\$ 163.00	\$ 163.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$ 1,976.00	\$ 1,976.00
1	9070PB	Long Handle Tool Storage	\$ 349.00	\$ 349.00
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d	\$ 3,151.00	\$ 3,151.00
1	9072PC	Toolbox, Driver Side Chassis Frame	\$ 2,879.00	\$ 2,879.00
1	9073PA	Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d	\$ 1,704.00	\$ 1,704.00

Paint:

1	P110STD	Module Paint, DuPont Imron Elite - Wet on Wett - Dark Blue	STD	STD
1		Chassis Paint - White	STD	STD
1		Vactor 2100 Plus Body Decal - Multi Color	STD	STD
1		Rear Door Stripe - White	STD	STD

Chassis:

1	Chassis	Freightliner 114 SD Chassis - Tandem Axle	\$ 108,539.00	\$ 108,539.00

Chassis Options:

1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	Chassis Option	Differential Locks - Tandem	\$ 822.00	\$ 822.00
1	Chassis Option	Power Windows & Locks	\$ 204.00	\$ 204.00
1	Chassis Option	In Cab Clock, Weather Band, CD player, and Bluetooth with Microphone	\$ 181.00	\$ 181.00
1	Chassis Option	Heated Power Westcoast Mirrors	\$ 378.00	\$ 378.00

Warranty Options:

1	EW-V1-NA-1PL	1st YEAR PARTS/LABOR	STD	STD

Vacuum System Accessories:

1	512177	7" X 3' Higbee C/B Nozzle Assembly	\$ 751.69	\$ 751.69

Nozzles:

1	1001857	HXX Ripsaw Nozzle	\$ 273.00	\$ 273.00

Additional Options:

1	Earthquaker	EARTHQUAKER PLUS -High Performance Excavation Gun	\$ 1,100.00	\$ 1,100.00

Sale Price: \$ 473,079.60

Attachment: New Vactor 2115 FL STS Proposal 02-17-2022 (3154 : Purchase of Sewer Cleaning Truck #002 (Sewer))

Thank you for your consideration of this proposal.

Sincerely yours,

Rob Stineman

Rob Stineman

Regional Sales Representative

(513) 673-9708

RobStineman@DohenyCompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Email: _____

Terms and Conditions

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

* Following quote acceptance, customer will receive a Build Specification Acknowledgement via Docusign. This must be reviewed and signed within 14 days of receipt to confirm and secure order.

Attachment: New Vactor 2115 FL STS Proposal 02-17-2022 (3154 : Purchase of Sewer Cleaning Truck #002 (Sewer))

SALE OF NEW EQUIPMENT (N3) TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
 - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 **Delinquent Payments.**
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
 - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



INVOICE INFORMATION

Sold to:

Name

Address

Contact

Phone #

Email Address:

Ship to:

Name

Address

Contact

Phone #

Email Address

PLEASE SELECT TYPE OF BUSINESS

Environmental

☐
☐

Petro Chemical

☐
☐

Gas & Oil

☐
☐

Sewer & Water

☐
☐

Industrial Plant

Utility

Municipal

Other

Customer Signature:

Attachment: New Vactor 2115 FL STS Proposal 02-17-2022 (3154 : Purchase of Sewer Cleaning Truck #002 (Sewer))



777 Doheny Drive
Northville, MI 48167

11.D.2.a

t 248-349-0904
p 248-349-2774

TITLE INFORMATION FORM

Must be typed. Please ensure accurate information provided with submission of this document. Any re-issuance of title resulting from inaccurate data may be subject to a \$250.00 processing fee.

Title Assigned to:

*(In MI, OH & IN: Must be
Physical Address)*

*(Name and information for
purchaser of the unit)*

Name

Address

Contact

Phone #

Email Address

County: _____

Fed ID# _____

Title Mailed to:

(Must be Physical Address)

*(Company or business that will
be registering the unit)*

Name

Address

Contact

Phone #

Email Address

Lienholder:

*(If no lienholder exists,
'Not Applicable' must be
notated in Name field)*

Name

Address

Contact

Phone #

Email Address

Customer Signature:

Attachment: New Vactor 2115 FL STS Proposal 02-17-2022 (3154 : Purchase of Sewer Cleaning Truck #002 (Sewer))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JACK DOHENY COMPANIES, INC. FOR THE PURCHASE OF A SEWER CLEANING TRUCK FOR THE SEWER DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Jack Doheny Companies, Inc. for the purchase of a Sewer Cleaning Truck for the Sewer Department in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the manufacturer currently has a chassis on site that can be built upon and delivered in 2022; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase New Wheel Loader #232 (Public Works)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Southern Equipment Company for the purchase of a Case Wheel Loader for the Public Works Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$198,903 from the Capital Improvement Fund for the purchase of a 2022 Case CE 721G Wheel Loader. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with the Southeastern Equipment Company for the purchase of this equipment.

Background/Synopsis:

This request is for the purchase of a 2022 Case CE 721G Wheel Loader with options as quoted under State DAS contract. A Loop Wheel Loader Scale System will be added to this unit to help avoid overloading plow trucks with salt. This unit will replace the current unit #224, a 2014 Case Wheel Loader. Unit #224 will be handed down to the Sewer Department to replace their unit #219, a 1997 Case Wheel Loader due to age and condition. Unit #219 will be traded in for a value of \$21,000, which will reduce the cost of the new Wheel Loader.

This Loader is being purchased through Southeastern Equipment Company, listed under State of Ohio Department of Transportation contract #170-22 authorizing the use by Municipal Corporations.

Financial Impact:

\$198,903 (\$173,303 for the loader (\$194,303 for the loader - \$21,000 for unit #219 trade-in) + \$5,600 for the Loop Scale System + \$20,000 for Street fleet needs and contingencies) from the Capital Improvement Fund. This unit is listed in the 2022 CIP as # 2FT67 Replace Case Loader (Streets) (\$220,000).

Emergency Provision Explanation:

Emergency Provisions and Rules Suspension are being requested to facilitate the purchase of this

equipment. The original purchaser of this unit declined to purchase it after it was placed on order, so we will be able to take possession of it almost immediately. If a new unit were ordered the arrival time would be in excess of one year and the price would be higher.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Southeastern ODOT Quote
2. Southern Equipment Company-Ord



ODOT DETAILED QUOTE

APRIL 1, 2022

SALESPERSON: Scott Runnells

CUSTOMER CONTACT:

QUOTE PREPARED FOR:

CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014
P: 513-867-5300

FACILITY QUOTED FROM:

404 Breaden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 532061

Eq # / Item #	Product Description	Hours	Product Notes	Total Price
NNF254254	2022 CASE CE 721G	3	721G ZBAR TS T4F - 721G ZBAR TS T4F NAFTA - PL14 ZL -STD LINK 14 - 734145 -Quick Pick 1 - D LR 1906 424224 -4-speed Transmission 782122 -Limited Slip Differentials 482585 -Cooling System w/Reversing Fan 734152 -Enhanced Cab Comfort 734154 -Enhanced Visibility Bundle 782441 -Standard Hydraulic Steering 734054 -Joystick with 1 Aux Function 782510 -Standard Fenders w/LH/RH Steps 482595 -No Tire Brand Preference 9420438 -20.5R25 L2 Radial (3 pc rim) 424248 -3.0 cu. yd. w/CNH Coupler(JRB) 424911 -Locking Hydraulic for Coupler 482105 -English Literature 424223 -Ejector Type Precleaner 782503 -Ride Control 734596 -Transport Protection 734038 -3 Year Advanced Subscription 734168 -Sitewatch Verizon	\$194,303.00
Total Price				\$194,303.00

NOTES:

ODOT BID 170-22

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
 Warranty Detail: 3 YR/3000 HR - COMPLETE MACHINE & 3 YR/2000 HR - PLANNED MAINTENANCE

Delivery Method: Hired Truck
 Delivery Date:
 Delivery Info:



ODOT DETAILED QUOTE

Year	Serial #	Manufacturer	Model	Trade-In Allowance
1998	JEE0054202	CASE CE	721B	\$21,000.00
Total Trade-In Estimate				\$21,000.00

TRADE-IN EQUIPMENT:

Finance Rate Options (Estimate Only)			
	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*	
Total Equipment Price	\$194,303.00
Estimated Trade-In Allowance	\$21,000.00
Trade-In Difference	\$173,303.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$173,303.00
Sales Tax	
FET Tax	
Total Amount Due	\$173,303.00
Down Payment	
Estimated Balance Due	\$173,303.00

Attachment: Southeastern ODOT Quote (3155 : Purchase New Wheel Loader #232 (Public Works))

Wheel Loader Pricing

SOUTHEASTERN EQUIPMENT CO

Vendor Name:

Please quote and insert below, your lowest net delivered prices for the commodity herein described in the contract specifications. Please note: There will be no specified or guaranteed quantities purchased from this contract. Eligible purchasers for this contract include both ODOT and Political Subdivisions.

Section	Unit of Measure	Make and Model	Description of Wheel Loader (Engine Size, Transmission, Etc.)	F.O.B. Place of Destination Unit Bid Price
1: Light Duty Wheel Loader	Each.	CASE 521G XR WHEEL LOADER	24,290 lbs, 2.5 cu yd bucket capacity articulating wheel loader with FPT 131 NET HP 4 cylinder turbocharged fuel injected tier 4 final diesel engine. 4 speed transmission per bid specifications. See machine quote	\$141,500.00
2: Medium Duty Wheel Loader	Each.	CASE 621G XR WHEEL LOADER	28,159 lbs, 2.5 cu yd bucket capacity or larger, Articulating wheel loader with FPT 162 NET HP 6 cylinder turbocharged fuel injected tier 4 diesel engine, 4 speed transmission, per bid specifications. See Machine quote	\$164,800.00
3: Heavy Duty Wheel Loader	Each.	CASE 721G XR WHEEL LOADER	32,492 lbs, 2.5 cu yd bucket or larger bucket capacity, Articulating wheel loader with FPT 179 NET HP 6 cylinder turbocharged fuel injected tier 4 final diesel engine. 4 speed transmission per bid specification - See machine quote	\$192,500.00

**Options pricing should be added on the tab provided within this Excel file

Section 3: Wheel loader Options		
Vendor Name:	SOUTHEASTERN EQUIPMENT CO	
Item	Options	Pricing Increase/decrease (+/-)
721G ZBAR	CASE 721G Z BAR	(-\$1,417.00)
424235	HEAVY DUTY AXLES	\$2,685.00
9420438	20.5R25 L2 RADIAL TIRES	\$2,960.00
424784	20.5 X 25 L2 BIAS EXTRA RIM	\$1,400.00
424785	20.5R25 L2 RADIAL EXTRA RIM	\$1,400.00
734009	3.0 CU YD BUCKET WITH CNH COUPLER (ACS)	\$970.00
780100	FIRE EXTINGUISHER	\$75.00
86547710	SLOW MOVING VEHICLE SIGN	\$30.00
734137	TIRE PRESSURE MONITORING SYSTEM	\$882.00
734066	INTEGRATED PAYLOAD SYSTEM	\$3,995.00
	LUBECORE MIDWEST PROGRESSIVE EP2 AUTO LUBE	\$6,972.00
424910	3.5 CU YD BUCKET WITH CNH COUPLER (JRB)	\$3,109.00
424225	5-SPEED TRANSMISSION	\$2,345.00
424223	EJECTOR TYPE PRECLEANER	\$260.00
782511	FULL FENDERS WITH RH/LH STEPS	\$426.00

Attachment: Southeastern ODOT Quote (3155 : Purchase New Wheel Loader #232 (Public Works))

QUOTATION

OHIO DEPARTMENT OF TRANSPORTATION
 BID 170-22

2022 CASE 721G LOADER PER BID SPECIFICATIONS
CASE PROCARE - FULL MACHINE PROTECTION

[illegible]

NNF254254
\$ 194,303

www.southeasternequip.com

Attachment: Southeastern ODOT Quote (3155 : Purchase New Wheel Loader #232 (Public Works))



DETAILED EQUIPMENT QUOTE

APRIL 1, 2022

SALESPERSON: Scott Runnells

CUSTOMER CONTACT:

QUOTE PREPARED FOR:

CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014
P: 513-867-5300

FACILITY QUOTED FROM:

404 Breaden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 532061

Eq # / Item #	Product Description	Hours	Product Notes	Total Price
3030	* LOUP WHEEL LOADER SCALE SYSTEM * MODEL: 3030 * 4.3" COLOR TOUCHSCREEN DISPLAY * DATA COLLECTION VIA SD CARD AND USB MEMORY STICK		LOUP WHEEL LOADER SCALE SYSTEM	\$4,600.00
	* INSTALLATION & CALIBRATION OF LOOP SCALE SYSTEM * SCALE SYSTEM TO BE INSTALLED ON CASE 721G		INSTALLATION & CALIBRATION OF LOOP SCALE SYSTEM	\$1,000.00
Total Price				\$5,600.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Hired Truck
Delivery Date:
Delivery Info:



DETAILED EQUIPMENT QUOTE

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

Finance Rate Options (Estimate Only)

	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*

Total Equipment Price	\$5,600.00
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$5,600.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$5,600.00
Sales Tax	
FET Tax	
Total Amount Due	\$5,600.00
Down Payment	
Estimated Balance Due	\$5,600.00

Attachment: Southeastern ODOT Quote (3155 : Purchase New Wheel Loader #232 (Public Works))

NEW TOUCHSCREEN DISPLAY

Weigh While You Lift

Wheel Loader, Telescopic Handler, Forklift and Skidsteers



DISPLAY FEATURES

- ♦ Easy to use 4.3" color touchscreen display
- ♦ Stores up to 30 Customers and 30 Products
- ♦ Load on the go, no stopping the machine or bucket
- ♦ Data collection via SD card and USB Memory Stick
- ♦ Dual Pressure Sensor
- ♦ Target loads
- ♦ Optional Printing capability with ICP 300 Printer
- ♦ Advanced weighing mode for even greater accuracy
- ♦ Large display showing bucket load, target load, customer name, material and time of day
- ♦ Automatic speed compensated dynamic weighing



3030 N. 40th St. Lincoln, NE 68504
 Call Toll Free: 877-489-5687
www.loupeelectronics.com

Attachment: Southeastern ODOT Quote (3155 : Purchase New Wheel Loader #232 (Public Works))



Data Collection via USB or SD Memory



- Target Load
- Up to 10 Attachments
- Load Accumulation
- Lift Count
- Product & Customer



3030 N. 40th St. Lincoln, NE 68504
Call Toll Free: 877-489-5687
www.loupelectronics.com

Attachment: Southeastern ODOT Quote (3155 : Purchase New Wheel Loader #232 (Public Works))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH SOUTHERN EQUIPMENT COMPANY FOR THE
PURCHASE OF A CASE WHEEL LOADER FOR THE PUBLIC WORKS
DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Southern Equipment Company for the purchase of a case wheel loader for the Public Works Department in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the City obtain favorable pricing currently available; 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 - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Floor Scrubber #239 (Public Works)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Toyota Material Handling Midwest Inc. for the purchase of a Nautilus HD Floor Scrubber.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$66,690 from the Capital Improvement Fund for the purchase of a Nautilus HD Floor Scrubber . It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Toyota Material Handling Midwest Inc. (dba Prolift Toyota Material Handling) for the purchase of this unit.

Background/Synopsis:

This request is for the purchase of a Nautilus HD Floor Scrubber to be used at the Public Works Garage to clean the shop floor. This unit will replace our current floor scrubber unit #203, a 2004 Tennant floor scrubber, due to age, condition, and unavailability of repair parts.

This unit is being purchased through Prolift Toyota Material Handling for \$61,690 utilizing Ohio Revised Code Section 125.04 division (C) allowing the purchase of contract items through a third party at a lower price than that listed by another Governmental agency as defined by Ohio Revised Code Section 125.04 division (B)(1)(c). The price of an equivalent unit if purchased through Staples under Sourcewell (a local Government unit) contract #101320-SCC would be \$72,749. A third quote was also received from Equipment Depot for \$67,482 for an equivalent unit.

Financial Impact:

\$66,690 (\$61,690 for the floor scrubber + \$5,000 for Street fleet needs and contingencies) from the Capital Improvement Fund. This unit is listed in the 2022 CIP as # 2FT66 Replace Floor Scrubber (Streets) (\$90,000).

Emergency Provision Explanation:

Rules Suspension is being requested to facilitate the delivery of this unit.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Nautilus HD- Quote
2. Staples
3. Equipment Depot
4. Toyota Material Handling Midwest Inc-Ord

Buyer: Ken Bulach
Fairfield Municipal Garage
8870 N Gilmore Rd
Fairfield, OH 45014-2107

PowerBoss®
The Power of Clean

Factory Rep: ProLift Toyota Material Handling
5667 East Schaaf Rd
Cleveland, OH 44131
phone: 216-214-2395 email: Skarb@prolifttoyota.com

PowerBoss®
Authorized Dealer

Quote Date : 2/23/22
Expires : 03/25/22

Quote Number: 22322-4 Nautilus HD

BUILT-IN "THE POWER OF CLEAN" INCLUDES:

Standard Equipment and Features NAUTILUS High Dump Rider Scrubber / Sweeper

- Cleans 95,040 sq ft per hr (8,830 m2 per hr)
- 45" (114.3 cm) Cleaning Path
- 60" (152 cm) Path w/opt. 16" Side Scrub Brush
- Two 45" (114 cm) Cylindrical Scrub Brushes
- Cylindrical Scrub Brush Diameter 12" (30 cm)
- 3.9 cu. ft. (.060 m3) 390 lbs. Debris Hopper
- 60" Hydraulic High Dump Hopper Standard
- Quick View Hydraulic Squeegee
- 90 Gallon (379 L) Solution Tank, 90 Gallon (379 L) Recovery Tank
- 17 gallon demisting chamber
- Clogged Filter Indicator
- Solution/Recovery Tank Warning Lights
- Durable, Rust-Free, Large Poly Tanks
- Automatic Squeegee Lift in Reverse
- Cylindrical Wet Sweep Scrub System
- Auto Shutdown (High Temp / Low Oil) Std Gas/LPG / Hour Meter
- Cast iron engine / cast iron block - Powered by Kubota
- (1) 180 Mid-Grit Cylindrical Brush, Standard
- Engine Air Filter Indicator
- Stainless Steel Side Squeegee Band Clamp
- Rotomolded Hopper with Stainless Steel Bottom Standard
- KUBOTA Gasoline, Diesel or LP Powered
- Aluminum Radiator, Industrial Heavy-Duty
- Parking Brake (standard)
- Power Steering
- PRO Scrub Standard
- Forward Speed 7.7 mph (12.8 km/h)
- Reverse up to 4 mph (4.8 km/h)
- Heavy Duty Air Cleaner
- Head, Tail and Instrument Lights
- Weight: 3,450 lbs (1564 kg)
- Shipping Weight: 5,300 lbs (2404 kg)
- L x W Frame x H: 95 x 55 x 60.5"
- L x W Frame x H: 241 x 137 x 241 cm
- L x W x H: 95 x 56 x 83.5" with OHG
- L x W x H: 241 x 137 x 212 cm with OHG
- (2) Side Squeegees, (1) Rear, (1) Inner Squeegee-Linatex Standard
- Stainless Steel Door Hinge
- Stainless Steel Rear Squeegee Band Clamps
- Stainless Steel Squeegee Assembly
- Stainless Steel Scrub Deck

NAUTILUS HD (HIGH DUMP)

NAUTILUS HD Rider Scrubber-Sweeper Warranty:

Parts / Replacement Parts	36 Months / 3,000 Hours
Labor	24 Months
Travel (2 hour cap)	180 Days
Engine	60 Months / 3,000 Hours **
Tanks	10 Years
Extended Warranty	Available up to +24 months / +3,000 hours
PowerBoss O-Ring faced hydraulic hose seal design come with a 3 year leak proof warranty.	



Base Configuration

Quote Number: 22322-4 Nautilus HD

Description	Part Number	Price	Qty.	Extended Price
Nautilus HD LPG	PB45HLP	\$64,154.00	1	\$ 64,154.00
Opt - TGT Hot Water LPG Nautilus/HD Includes Install.	730057	\$2,525.32	1	\$ 2,525.32
Opt - High Water Flow Nautilus/HD Includes Install.	730123-HF	\$896.00	1	\$ 896.00
Opt - Low LP Indicator Nautilus/HD Includes Install.	730042	\$196.55	1	\$ 196.55
Opt - Back-up Alarm Nautilus/HD Includes Install.	730008	\$502.92	1	\$ 502.92
Opt - Light, Amber LED, Sol Tnk Naut/HD Includes Install.	730189-4	\$413.68	1	\$ 413.68
Opt -Suspension Seat w Seat Belt Naut/HD Includes	730007	\$897.23	1	\$ 897.23
Broom, 45" 180 Grit Abrasive, PH	731588-PH	Included		
Squeegee, Side, Linatex, Nautilus	730644	Included		
Squeegee, Front, Linatex, Nautilus	730787	Included		
Squeegee, Rear, Linatex, Nautilus	730788	Included		
36 Months Parts, 24 Months Labor	Standard	Included		

Specials--write in description, qty, price, and PN if applicable

Discount: GSA# - 7U4W1

TBD- Estimated
Subject to all applicable taxes

Special

Special

Special

Special

Special

Freight

Tax

Insert Prices Here

\$ (9,046.11)	1	\$ (9,046.11)

\$ 1,150.00	1	\$ 1,150.00

MACHINE TOTAL*

\$ 61,689.59

Attachment: Nautilus HD- Quote (3157 : Purchase of Floor Scrubber #239 (Public Works))

Quote Special Instructions:

Terms and Conditions

Ask your local sales rep for estimated lead times. Verify details when placing order.

All orders subject to acceptance by ProLift Toyota Material Handling

Prices subject to change without notice.

A restocking fee of 25% may be applied on canceled orders or returned items.

Terms: Net 10 days. Subject to any applicable taxes and dealer profile.

Order Placement Information: To place your order, fill in PO# and customer signatures, call or fax to the numbers listed below. Customer Purchase Order is required. If information is missing, orders will be entered and held until all information is received.

Quote Date : 2/23/22

Customer Number**Sold To Information (Please Verify)**

Company: Fairfield Municipal Garage

Address: 8870 N Gilmore Rd

Fairfield, OH 45014-2107

Name: Ken Bulach

Phone: 513-319-8560

Ship to Information (Please Verify)

Company: Fairfield Municipal Garage

Address: 8870 N Gilmore Rd

Fairfield, OH 45014-2107

Name: Ken Bulach

Phone: 513-319-8560

Shipping/Carrier Instructions:

TBD

Order Special Instruction:**Customer Purchase Order No.**

(please attach copy)

Tax Exempt

If Yes, attach a copy of your exemption certificate.

Yes

No

Requested Delivery Date

Authorized Buyer (please print)

Phone Number

Authorized Buyer Signature

Power Boss Representative

The Power of Clean

ProLift

216-214-2395 www.prolifttoyota.com

Attachment: Nautilus HD- Quote (3157 : Purchase of Floor Scrubber #239 (Public Works))



Quote Date:
Quote Valid:

2/10/2022
90 Days

	Ext Price
\$72,748.89 (includes freight)	
*plus tax (if applicable)	



Equipment Depot Ohio, Inc.
Quote Number: 86215
Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
513-218-4606
joshua.chafin@eqdepot.com



Submitted by:

Joshua Chafin
Account Manager MHP
513-218-4606

Equipment Depot Ohio, Inc.
1000 Kingsview Dr, Lebanon, OH 45036
EQDepot.com | 888.373.3768

Attachment: Equipment Depot (3157 : Purchase of Floor Scrubber #239 (Public Works))



Equipment Depot Ohio, Inc.
Quote Number: 86215
Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
513-218-4606
joshua.chafin@eqdepot.com

February 9, 2022

Ken Bulach
CITY OF FAIRFIELD
5350 PLEASANT AVENUE
FAIRFIELD, OH 45014

Dear Ken,

Thank you for the opportunity to serve your company. Attached is the proposal you requested.

From our commitment to safety excellence to our one-of-a-kind **Performance. Guaranteed.**[®] pledge, we promise to be the best service company in the industry. Period.

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

Thank you again and we look forward to working with you.

Joshua Chafin
Account Manager MHP
513-218-4606
joshua.chafin@eqdepot.com

Equipment Depot Ohio, Inc.
1000 Kingsview Dr, Lebanon, OH 45036
EQDepot.com | 888.373.3768

Attachment: Equipment Depot (3157 : Purchase of Floor Scrubber #239 (Public Works))



Equipment Depot Ohio, Inc.
 Quote Number: 86215
 Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
 513-218-4606
 joshua.chafin@eqdepot.com

To: CITY OF FAIRFIELD
 5350 Pleasant Avenue
 Fairfield, OH 45014

Ship to: CITY OF FAIRFIELD
 5350 Pleasant Avenue
 FAIRFIELD, OH 45014

Email:

Email:

Manufacturer	Model	Product Description	Quantity	List/Sell Price	Net Amount
ADVANCE	ADVANCE SC8000 CYLINDRICAL RIDER SCRUBBER	ADVANCE SC8000 CYLINDRICAL RIDER SCRUBBER	1	\$67,482.00	\$67,482.00
Total Quote Price:					\$67,482.00



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 1000 Kingsview Dr, Lebanon, OH 45036
 EQDepot.com | 888.373.3768

Attachment: Equipment Depot (3157 : Purchase of Floor Scrubber #239 (Public Works))



Equipment Depot Ohio, Inc.
 Quote Number: 86215
 Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
 513-218-4606
 joshua.chafin@eqdepot.com

* Engine Powered Cylindrical Scrubber * Oversized, Easily Removable Debris Hopper * DustGuard™ Standard on All Side Broom Models * MaxAccess™ Single Cover Access to Vital Components * 100 gal. Solution Tank with Drain Hose * 100 gal. Recovery Tank with Vac Air Shutoff * One-touch System Activation * UltraFlow™ Rear Squeegee System * ETL Certified	* Clear-View™ * Quick Release Blade Replacement * Floating Scrub Deck * Adjustable Steering Column * Full Size Operator Compartment * Headlight * Tilt/Lift off Recovery Tank * Two 48" Prolene Cylindrical Brushes * Auto Squeegee Lift in Reverse

Warranty

*3 Years/2,000 hrs Parts (1 year vac motors) *2 Years/2,000 hrs Labor *180 days Travel (limited to 3 hours roundtrip)	*8 Years Rotomold Components

Engine

- * Liquid Cooled 4 Cyl, Kubota 1.6L LPG (Propane) Engine

48" LPG (Propane) with Two Prolene Main Brushes (56110011)
 48" MidLite Grit 180
 16" MidLite Grit 180
 Onboard Low Pressure Garden Hose
 Vac Wand
 Recovery Tank Clean Out Port
 Recovery Tank Debris Cage
 .033 gallon per minute tip (standard)
 Squeegee Blade Kit, Red gum, includes front and rear (standard)
 Deck Skirt Blade Kit, Red gum includes all blades on deck (standard)
 Side Scrub Blade Kit, Red gum includes all blades on side scrub assembly

Equipment Depot Ohio, Inc.
 1000 Kingsview Dr, Lebanon, OH 45036
 EQDepot.com | 888.373.3768

Attachment: Equipment Depot (3157 : Purchase of Floor Scrubber #239 (Public Works))



Equipment Depot Ohio, Inc.
Quote Number: 86215
Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
513-218-4606
joshua.chafin@eqdepot.com

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



RESOLUTION

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

SERVICE

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

PARTS

All parts purchased from us are guaranteed for 6 months.

RENTALS

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

30 DAY BUYBACK

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

EQUIPPED TO SERVE®



OUR CUSTOMER EXPERIENCE COMMITMENT TO YOU

To stand by our commitment to be the Best Service Organization,
we have created a statement that defines our level of dedication
and devotion we strive for each and every day.

Our customers trust us to be *the* Best Service Organization. This
is more than just a statement; it is a promise to them — and to
each other. We recognize our customers **determine our success**
and that **trust must be earned**, not simply given or expected. Our
customers must know that we will strive to fully meet their needs.
They must know that we will always be knowledgeable,
professional, effective, responsive, and most of all — remarkable.
Leaving them with complete peace of mind knowing that they have
made the right decision to partner with us. **We strive every day to**
excite our customers. *Trusted to Deliver* means making a
positive and honest impact, resulting in something extraordinary
— a foundation built on trusted relationships.



Equipment Depot Ohio, Inc.
 Quote Number: 86215
 Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
 513-218-4606
 joshua.chafin@eqdepot.com

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

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

ACCEPTED BY SELLER

NAME _____	TITLE _____
X SIGNATURE _____	DATE: _____

ACCEPTED BY BUYER

COMPANY _____	
NAME _____	TITLE (Authorized officer or representative required) _____
X SIGNATURE _____	DATE _____

This quotation shall become a contract only upon signature by the Sales Manager or General Manager at Equipment Depot's business offices.
Q. 11. 5-2019

Attachment: Equipment Depot (3157 : Purchase of Floor Scrubber #239 (Public Works))



Equipment Depot Ohio, Inc.
 Quote Number: 86215
 Exclusively for: CITY OF FAIRFIELD

Prepared By: Joshua Chafin
 513-218-4606
 joshua.chafin@eqdepot.com

TERMS AND CONDITIONS AGREEMENT ("AGREEMENT")

1. **DEFINITION.** "Buyer" means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. "Seller" means Equipment Depot Ohio, Inc.
2. **QUOTATION.** This quotation is an offer to sell certain equipment ("Equipment") or services ("Services") as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. **SHIPMENT.** Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. **PRICES.** Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. **PAYMENT.** Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.
6. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
7. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment.

If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.
8. **WARRANTY.** The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.
9. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. **IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER SAME MAY BE CAUSED.**
10. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.
11. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.
12. **TITLE.** Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.
13. **ENFORCEABILITY.** If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Rev. 7-2019)

EQDepot.com | 888.373.3768

Attachment: Equipment Depot (3157 : Purchase of Floor Scrubber #239 (Public Works))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH TOYOTA MATERIAL HANDLING MIDWEST, INC. FOR
THE PURCHASE OF A NAUTILUS HD FLOOR SCRUBBER.

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 Toyota Material Handling Midwest, Inc. for the purchase of a Nautilus HD Floor Scrubber in accordance with the quote 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\2022\Toyota Material Handling Midwest Inc-Ord

Attachment: Toyota Material Handling Midwest Inc-Ord (3157 : Purchase of Floor Scrubber #239 (Public Works))



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of a Freightliner Truck #046 (Public Works)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of an Freightliner 108 SD single axle truck cab and chassis 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 \$101,192 from the Capital Improvement Fund for the purchase of an Freightliner 108SD single axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with FYDA Freightliner Cincinnati Inc., for the purchase of this unit.

Background/Synopsis:

This request is for the purchase of a Freightliner 108SD single axle truck cab and chassis. The old unit (#020), a 1997 International 4900 dump truck, is being replaced due to age and condition. This unit will be used for plowing snow and hauling. This unit will be outfitted with dump bed and snow removal equipment under a separate contract. This truck is listed under O.D.O.T. Bid #023-22 with permission of use granted by The Ohio Revised Code section 5513.01(B). The City was awarded a grant from the Ohio EPA in the amount of \$25,000 from the Diesel Mitigation Trust Fund. This grant will require us to destroy the engine in truck #020.

Financial Impact:

\$101,192 (\$94,192 + \$7,000 for contingencies) from the Capital Improvement Fund.

The City was awarded a grant from the Ohio EPA in the amount of \$25,000 from the Diesel Mitigation Trust Fund which we will receive once we show proof of destroying the old engine from truck #020.

This vehicle is listed in the 2022 CIP as #2FT61 Replacement of Snow Truck (Streets) (\$230,000)

Emergency Provision Explanation:

Rules Suspension and Emergency provisions are being requested to due to supply and demand

issues in the marketplace.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2023MY City of Fairfield 108SD ODOT 023-22 -Revised-3-15-22
2. FYDA Freightliner Cincinnati Inc-Ord

Prepared for:
OH City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014
Phone: 5138674209



Prepared by:
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1 FREIGHTLINER DRIVE
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Phone: 513-772-7171

A proposal for
OH City of Fairfield
ODOT 023-22 Pricing
Revised 3-15-22

Prepared by
FYDA FREIGHTLINER CINCINNATI
Mike Bailey

Mar 15, 2022

Freightliner 108SD



Components shown may not reflect all spec'd options and are not to scale

2023MY City of Fairfield 108SD ODOT
023-...

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Attachment: 2023MY City of Fairfield 108SD ODOT 023-22 -Revised-3-15-22 (3164 : Purchase of a Freightliner Truck #046 (Public Works))

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S P E C I F I C A T I O N P R O P O S A L

Description
Price Level
SD PRL-26D (EFF:7/26/21)
Data Version
SPECPRO21 DATA RELEASE VER 039
Vehicle Configuration
108SD CONVENTIONAL CHASSIS 2023 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION
General Service
TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) CONSTRUCTION SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE FREIGHTLINER SD VOCATIONAL WARRANTY EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43000.0 lbs
Truck Service

2023MY City of Fairfield 108SD ODOT
023-...

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Description

FRONT PLOW/END DUMP BODY
EXPECTED TRUCK BODY LENGTH : 12.0 ft

EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
FRAME "XX" INCHES : 32.0 in

Engine

CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM,
1250 LB-FT @ 1200 RPM

Electronic Parameters

75 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2010 EPA/CARB/GHG21 CONFIGURATION
2008 CARB EMISSION CERTIFICATION - CLEAN
IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE
OF HOOD)
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(2) DTNA GENUINE, FLOODED STARTING, MIN
2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
CAB AUXILIARY POWER CABLE

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Description

POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT

POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER

CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE

ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM

CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS

RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH

10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT

RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP

6 GALLON DIESEL EXHAUST FLUID TANK

100 PERCENT DIESEL EXHAUST FLUID FILL

STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING

LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION

STANDARD DIESEL EXHAUST FLUID TANK CAP

ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)

AIR POWERED ON/OFF ENGINE FAN CLUTCH

AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED

CUMMINS SPIN ON FUEL FILTER

COMBINATION FULL FLOW/BYPASS OIL FILTER

1115 SQUARE INCH ALUMINUM RADIATOR

ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT

GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT

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Description

CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK
HEATER
BLACK PLASTIC ENGINE HEATER RECEPTACLE
MOUNTED UNDER LH DOOR
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 146 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL RDS
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 5, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
S5 PERFORMANCE LIMITING PRIMARY SHIFT
SCHEDULE, AVAILABLE FOR 3000/4000
PRODUCT FAMILIES ONLY
S5 PERFORMANCE LIMITING SECONDARY
SHIFT SCHEDULE, AVAILABLE FOR 3000/4000
PRODUCT FAMILIES ONLY
2100 RPM PRIMARY MODE SHIFT SPEED
2100 RPM SECONDARY MODE SHIFT SPEED
FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED
DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES
VEHICLE INTERFACE WIRING CONNECTOR
WITHOUT BLUNT CUTS, AT END OF FRAME
ELECTRONIC TRANSMISSION CUSTOMER
ACCESS CONNECTOR FIREWALL MOUNTED
CUSTOMER INSTALLED CHELSEA 280 SERIES
PTO

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Description

PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION ALLISON

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74
DROP SINGLE FRONT AXLE

MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES

NON-ASBESTOS FRONT BRAKE LINING

CONMET CAST IRON FRONT BRAKE DRUMS

FRONT BRAKE DUST SHIELDS

FRONT OIL SEALS

VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL

STANDARD SPINDLE NUTS FOR ALL AXLES

WABCO LONGSTROKE FRONT BRAKE
CHAMBERS

BENDIX VERSAJUST AUTOMATIC FRONT SLACK
ADJUSTERS

STANDARD KING PIN BUSHINGS

TRW THP-60 POWER STEERING WITH RCH45
AUXILIARY GEAR

POWER STEERING PUMP

4 QUART POWER STEERING RESERVOIR

OIL/AIR POWER STEERING COOLER

MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION

GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION

2023MY City of Fairfield 108SD ODOT
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Description

FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-23-161 23,000# R-SERIES SINGLE REAR AXLE
6.14 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH, DEACTIVATE >25 MPH
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR BRAKE DUST SHIELDS
REAR OIL SEALS
BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
STANDARD REAR AXLE BREATHER(S)

Rear Suspension

30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD AXLE SEATS IN AXLE CLAMP GROUP
FORE/AFT CONTROL RODS

Brake System

WABCO 4S/4M ABS

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Description

REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
BW AD-9SI BRAKE LINE AIR DRYER WITH
HEATER
AIR DRYER MOUNTED INBOARD ON LH RAIL
ALUMINUM AIR BRAKE RESERVOIRS
CLEAR FRAME RAILS FROM BACK OF CAB TO
FRONT REAR SUSPENSION BRACKET, BOTH
RAILS OUTBOARD
BW DV-2 AUTO DRAIN VALVE WITH HEATER -
WET TANK

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR COMBINATION STOP/TURN, CENTER PIN
POWERED THROUGH IGNITION WITH STOP
SIGNAL PREWIRE PACKAGE
UPGRADED CHASSIS MULTIPLEXING UNIT

Wheelbase & Frame

4425MM (174 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT
1650MM (65 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70
INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
108.66 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 105.66 in
CALC'D FRAME LENGTH - OVERALL : 304.37 in
CALCULATED FRAME SPACE LH SIDE : 52.61 in
CALCULATED FRAME SPACE RH SIDE : 56.26 in

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Description

SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE
CROSSMEMBER
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

14 INCH PAINTED STEEL BUMPER
GRADE 8 THREADED HEX HEADED FRAME
FASTENERS

Fuel Tanks

60 GALLON/227 LITER ALUMINUM FUEL TANK -
LH
25 INCH DIAMETER FUEL TANK(S)
POLISHING OF FUEL/HYDRAULIC TANK(S) WITH
POLISHED STAINLESS STEEL BANDS
FUEL TANK(S) FORWARD
10 GALLONS ADDITIONAL FUEL
POLISHED STEP FINISH
CHROME FUEL TANK CAP(S)
DETROIT FUEL/WATER SEPARATOR WITH
WATER IN FUEL SENSOR, HAND PRIMER AND
12 VOLT PREHEATER"
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON
FUEL LINE

Tires

MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL
FRONT TIRES
MICHELIN X MULTI D 11R22.5 16 PLY RADIAL
REAR TIRES

Hubs

CONMET PRESET PLUS PREMIUM IRON FRONT
HUBS
CONMET PRESET PLUS PREMIUM IRON REAR
HUBS

Wheels

ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB
PILOT 5.99 INSET ALUMINUM FRONT WHEELS

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Description

ALCOA LVL ONE 88267X 22.5X8.25 10-HUB
PILOT ALUMINUM DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS

Cab Exterior

108 INCH BBC FLAT ROOF ALUMINUM
CONVENTIONAL CAB
AIR CAB MOUNTING
NONREMOVABLE BUGSCREEN MOUNTED
BEHIND GRILLE
SHORT FENDER WITH MUDFLAP
LH AND RH EXTERIOR GRAB HANDLES WITH
SINGLE RUBBER INSERT
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
STATIONARY BLACK GRILLE WITH BRIGHT
ACCENTS
CHROME HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD
TUNNEL/FIREWALL LINER
SINGLE 14 INCH ROUND HADLEY AIR HORN
UNDER LH DECK
SINGLE ELECTRIC HORN
SINGLE HORN SHIELD
REAR LICENSE PLATE MOUNT END OF FRAME
HALOGEN COMPOSITE HEADLAMPS WITH
BRIGHT BEZELS
LED AERODYNAMIC MARKER LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST BRIGHT FINISH HEATED
MIRRORS WITH LED LIGHTS AND LH AND RH
REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
RH AND LH 8 INCH STAINLESS STEEL FENDER
MOUNTED CONVEX MIRRORS WITH TRIPOD
BRACKETS
STANDARD SIDE/REAR REFLECTORS

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Description	
	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER 63X14 INCH TINTED REAR WINDOW TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S) 1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR
Cab Interior	
	OPAL GRAY VINYL INTERIOR MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR BLACK MATS WITH SINGLE INSULATION DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING (2) CUP HOLDERS LH AND RH DASH GRAY/CHARCOAL WING DASH SMART SWITCH EXPANSION MODULE 2-1/2 LB. FIRE EXTINGUISHER HEATER, DEFROSTER AND AIR CONDITIONER STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH STANDARD HEATER PLUMBING VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR BINARY CONTROL, R-134A PREMIUM INSULATION SOLID-STATE CIRCUIT PROTECTION AND FUSES 12V NEGATIVE GROUND ELECTRICAL SYSTEM

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Description

DOME DOOR ACTIVATED LH AND RH, DUAL
 READING LIGHTS, FORWARD CAB ROOF
 DOOR LOCKS AND IGNITION SWITCH KEYED
 THE SAME
 KEY QUANTITY OF 2
 LH AND RH ELECTRIC DOOR LOCKS
 (1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB
 CHARGER IN DASH
 PREMIUM ISRINGHAUSEN HIGH BACK AIR
 SUSPENSION DRIVERS SEAT WITH 2 AIR
 LUMBAR, INTEGRATED CUSHION EXTENSION,
 TILT AND ADJUSTABLE SHOCK
 BASIC ISRINGHAUSEN HIGH BACK AIR
 SUSPENSION PASSENGER SEAT WITH
 MECHANICAL LUMBAR AND INTEGRATED
 CUSHION EXTENSION
 DUAL DRIVER AND PASSENGER SEAT
 ARMRESTS
 LH AND RH INTEGRAL DOOR PANEL ARMRESTS
 VINYL WITH VINYL INSERT DRIVER SEAT
 VINYL WITH VINYL INSERT PASSENGER SEAT
 3 POINT HIGH VISIBILITY ORANGE RETRACTOR
 DRIVER AND PASSENGER SEAT BELTS
 ADJUSTABLE TILT AND TELESCOPING
 STEERING COLUMN
 4-SPOKE 18 INCH (450MM) STEERING WHEEL
 DRIVER AND PASSENGER INTERIOR SUN
 VISORS

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 BLACK GAUGE BEZELS
 LOW AIR PRESSURE INDICATOR LIGHT AND
 AUDIBLE ALARM
 2 INCH PRIMARY AND SECONDARY AIR
 PRESSURE GAUGES
 DASH MOUNTED AIR RESTRICTION INDICATOR
 WITH GRADUATIONS
 ELECTRONIC CRUISE CONTROL WITH
 SWITCHES ON AUXILIARY GAUGE PANEL (B
 DASH PANEL)
 KEY OPERATED IGNITION SWITCH AND
 INTEGRAL START POSITION; 4 POSITION
 OFF/RUN/START/ACCESSORY

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Description

ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28
LED WARNING LAMPS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
PROGRAMMABLE RPM CONTROL -
ELECTRONIC ENGINE
CHASSIS MODULE JUMPER AND BRACKET FOR
BODY BUILDER TO RELOCATE THE CHASSIS
MODULE INTO THE CAB
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE
GAUGE
ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY
CUSTOMER FURNISHED AND INSTALLED PTO
CONTROLS
ELECTRIC ENGINE OIL PRESSURE GAUGE
OVERHEAD INSTRUMENT PANEL
AM/FM/WB WORLD TUNER RADIO WITH
BLUETOOTH, USB AND AUXILIARY INPUTS,
J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
AM/FM ANTENNA MOUNTED ON FORWARD LH
ROOF
POWER AND GROUND WIRING PROVISION
OVERHEAD
ROOF/OVERHEAD CONSOLE CB RADIO
PROVISION
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
IDLE LIMITER, ELECTRONIC ENGINE
FOUR ON/OFF ROCKER SWITCHES IN THE
DASH WITH INDICATOR LIGHTS AND WIRE
ROUTED TO CHASSIS AT BACK OF CAB, LABEL
OPT
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS
FLASH, WITH SMART SWITCH

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Description

DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND SINGLE CONNECTOR AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
STANDARD BLACK BUMPER PAINT
STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER OPTION
INSTALLATION/MODIFICATION ONLY
DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in

Extended Warranty

2023MY City of Fairfield 108SD ODOT
023-...

03/15/2022 10:04 AM

Page 14 of 16

Prepared for:
OH City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014
Phone: 5138674209



Prepared by:
Mike Bailey
FYDA FREIGHTLINER
CINCINNATI
1 FREIGHTLINER DRIVE
CINCINNATI, OH 45241
Phone: 513-772-7171

CUMMINS ENGINE CARB22: L9 HD1 MD DTY 5 YEARS / 100,000
MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM
EXTENDED TRUCK COVERAGE. FEX APPLIES
ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5
YEARS/UNLIMITED MILES FEX

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared for:
OH City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014
Phone: 5138674209



Prepared by:
Mike Bailey
FYDA FREIGHTLINER
CINCINNATI
1 FREIGHTLINER DRIVE
CINCINNATI, OH 45241
Phone: 513-772-7171

Q U O T A T I O N

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	20,000# FLAT LEAF FRONT SUSPENSION
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4425MM (174 INCH) WHEELBASE
RS-23-161 23,000# R-SERIES SINGLE REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	1650MM (65 INCH) REAR FRAME OVERHANG
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	89,770	\$	89,770
EXTENDED WARRANTY		\$	4,422	\$	4,422
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	94,192	\$	94,192

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)

BALANCE DUE	(LOCAL CURRENCY)	\$	94,192	\$	94,192

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FYDA FREIGHTLINER CINCINNATI, INC. FOR THE PURCHASE OF AN FREIGHTLINER 108 SD SINGLE AXLE TRUCK CAB AND CHASSIS FOR THE STREET DIVISION AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108 SD Single Axle Truck Cab and Chassis 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 vehicle be secured while it is available; 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 - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of a new Excavator #252 (Water)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Southeastern Equipment Company for the purchase of a Kobelco Track Excavator for the Water Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$105,636 from the Water Surplus Fund for the purchase of a Kobelco Track Excavator with options and trailer. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with the Southeastern Equipment Company for the purchase of this equipment.

Background/Synopsis:

This request is for the purchase of a Kobelco SK55SRX-6E Track Excavator with options and trailer as quoted under State DAS contract. The old unit #200, a 2002 Case Backhoe, will be handed down to the Parks Department to replace their unit #225, a 1997 Case Backhoe, due to age and condition. Unit #225 will be traded-in for \$15,000 against the purchase price of the new Excavator.

The Excavator is being purchased through Southeastern Equipment Company listed under State of Ohio contract 800842 and Index STS515 authorizing the use by Municipal Corporations.

Financial Impact:

\$105,636 (\$90,636 for the equipment (\$105,636 for the excavator with options and trailer - \$15,000 for unit #225 trade-in) + \$15,000 for Water fleet needs and contingencies) from the Water Surplus Fund.

This unit is listed in the 2022 CIP as # 2FT27 Replace Back Hoe (Water) (\$175,000).

Emergency Provision Explanation:

Emergency Provisions and Rules Suspension are being requested to facilitate the purchase of this equipment due to supply and demand issues.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Southeastern Excavator
2. Southeastern Equipment Company-Ord 2



STS DETAILED EQUIPMENT QUOTE

SALESPERSON: Scott Runnells
CUSTOMER CONTACT:

APRIL 1, 2022

QUOTE PREPARED FOR:

CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014
P: 513-867-5300

FACILITY QUOTED FROM:

404 Breden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 532061

Index #	Contract	UNSPCS	Oaks ID
STS515	800842	22101500	800842-1

Eq # /Item #	Product Description	Hours	Product Notes	List Price	Discount %	STS Total Price
17730PO-9897	2021 KOBELCO SK55SRX-6E		Delivery Timing: February 2022 Ship to: Monroe SK55SRX-6E Cab w/ Heater/Air Conditioning Suspension seat 2-13 Rubber Tracks 3-01 Standard Boom 4-05 Long Arm 6'3" with thumb bracket and Bucket C ylinder Auxiliary Hydraulics Pattern Changer Standard Dozer Blade Additional Counterweight Travel Alarm	\$62,800.00	%	\$62,800.00
Total STS Price						\$62,800.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 3 YR/3000 HR - COMPLETE MACHINE

Delivery Method: Hired Truck
Delivery Date:
Delivery Info:



STS DETAILED EQUIPMENT QUOTE

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
1997	JJG0210509	CASE CE	590SL	\$15,000.00
Total Trade-In Estimate				\$15,000.00

QUOTE TOTALS*	
Total Equipment Price	\$62,800.00
Estimated Trade-In Allowance	\$15,000.00
Trade-In Difference	\$47,800.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$47,800.00
Sales Tax	
FET Tax	
Total Amount Due	\$47,800.00
Down Payment	
Estimated Balance Due	\$47,800.00

Finance Rate Options (Estimate Only)			
	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))



DETAILED EQUIPMENT QUOTE

MARCH 9, 2022

SALESPERSON: Scott Runnells
CUSTOMER CONTACT:

QUOTE PREPARED FOR:

CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014
P: 513-867-5300

FACILITY QUOTED FROM:

404 Breden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 532061

Eq # / Item #	Product Description	Hours	Product Notes	Total Price
3612HD	* CRONKHITE TILT DECK TRAILER * MODEL: 3612HD * DROP DECK SPLIT TILT FLUSH DESIGN * TILT DECK 81" X 18' + 4' STATIONARY DECK * GVWR: 18,900 LB * 16,000 LB AXLE CAPACITY * 2" OAK DECK * ELECTRIC BRAKES * 2 SPEED JACK * 215/75R 17.5 (H) TIRES ON 8 BOLT HD WHEELS * SPARE TIRE & WHEEL MOUNTED * 34" TOOL BOX IN A FRAME * 4 BOLT PINTLE EYE HITCH * 7 WAY RV ELECTRIC PLUG * BLACK PAINT COLOR * PLUS ALL OTHER STANDARD EQUIPMENT (SEE ATTACHED SPECIFICATIONS SHEET)		CRONKHITE 3612HD TILT DECK TRAILER	\$16,770.00
Total Price				\$16,770.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Customer Truck
Delivery Date:
Delivery Info:

Total 16,820



DETAILED EQUIPMENT QUOTE

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

Finance Rate Options (Estimate Only)

	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*	
Total Equipment Price	\$16,770.00
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$16,770.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	\$50.00
Total Trade Payoff	\$0.00
Total Price Before Tax	\$16,820.00
Sales Tax	
FET Tax	
Total Amount Due	\$16,820.00
Down Payment	
Estimated Balance Due	\$16,820.00

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))



Product Quotation

Quotation Number: 39386D039466

Date: 2022-03-28 14:08:00

Ship to	Bobcat Dealer	Bill To
City of Fairfield Attn: Ken Bulach 8870 North Gilmore Fairfield, OH 45014	Bobcat Enterprises, Hamilton, OH BOBCAT ENTERPRISES, INC. 9605 PRINCETON GLENDALE ROAD WEST CHESTER OH 45011-9787 Phone: (513) 874-8945 Fax: (513) 874-4227 Contact: Scott Brown Phone: 513-874-8945 Fax: 513-874-3035 Cellular: 513-646-3958 E Mail: sbrown@bobcatent.com	City of Fairfield Attn: Ken Bulach 8870 North Gilmore Fairfield, OH 45014

Description	Part No	Qty	Price Ea.	Total
36" MX4 XCHG GRADING	7333657	1	\$1,924.00	\$1,924.00
Tracks for E42	6692959	2	\$1,355.77	\$2,711.54

Total of Items Quoted	\$4,635.54
Quote Total - US dollars	\$4,635.54

Notes:

Tracks are currently not in stock. Price does not include shipping from the factory for tracks.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))



STS DETAILED EQUIPMENT QUOTE

SALESPERSON: Scott Runnells
CUSTOMER CONTACT:

MARCH 10, 2022

QUOTE PREPARED FOR:

CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014
P: 513-867-5300

FACILITY QUOTED FROM:

404 Breaden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 532061

Index #	Contract	UNSPCS	Oaks ID
STS515	800810	22102000	800810-3

Eq # /Item #	Product Description	Hours	Product Notes	List Price	Discount %	STS Total Price
FX55AFSP	* KENT HYDRAULIC BREAKER WITH FLANGED SIDE PLATES & BOLT ON TOP CAP * MODEL: FX55AFSP * 800 FT LB IMPACT ENERGY * HOSES & COUPLERS INCLUDED * MOIL POINT INCLUDED * BREAKER TO FIT KOBELCO SK55		KENT HYDRAULIC BREAKER WITH FLANGED SIDE PLATES & BOLT ON TOP CAP	\$13,250.00	12%	\$11,660.00
Total STS Price						\$11,660.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Customer Truck
Delivery Date:
Delivery Info:

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))



STS DETAILED EQUIPMENT QUOTE

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

Finance Rate Options (Estimate Only)

	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*

Total Equipment Price	\$11,660.00
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$11,660.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$11,660.00
Sales Tax	
FET Tax	
Total Amount Due	\$11,660.00
Down Payment	
Estimated Balance Due	\$11,660.00

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))

Sm & Med Series Hydraulic Breakers Boom Mounted

Extended discounting held through November 30, 1

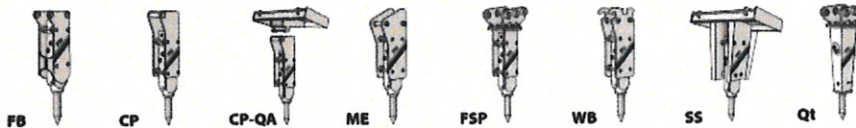
Code	Model	Description	List (\$)	Disc.	Net (\$)	Carrier Opti

Small Series

● ● Fx15a FB	Hydraulic breaker with full length protective side plates	6,000.00	12%	5,280.00
● ● Fx25a FB	Hydraulic breaker with full length protective side plates	7,140.00	12%	6,283.20
● Fx35a SS	Hydraulic breaker with 1-piece HD skid steer bracket	8,600.00	12%	7,568.00
● ● Fx35a ME	Hydraulic breaker with full length protective side plates	8,600.00	12%	7,568.00
● ● Fx35a FSP	Hydraulic breaker with flanged side plates & bolt-on cap	8,600.00	12%	7,568.00
● ● Fx35a CP	Hydraulic breaker with 1-piece CP027 bracket	8,600.00	12%	7,568.00
● ● Fx35a FB	Hydraulic breaker assembled in full length side plates	8,600.00	12%	7,568.00
● ● Fx35a Qt	Hydraulic breaker assembled in low noise case w/ bolt-on cap	9,150.00	12%	8,052.00
● Fx45a SS	Hydraulic breaker with 1-piece HD skid steer bracket	10,880.00	12%	9,574.40
● ● Fx45a ME	Hydraulic breaker with full length protective side plates	10,880.00	12%	9,574.40
● ● Fx45a FSP	Hydraulic breaker with flanged side plates & bolt-on cap	10,880.00	12%	9,574.40
● ● Fx45a WB	Hydraulic breaker in full length side plates for Weldco-Beals	10,880.00	12%	9,574.40
● ● Fx45a CP	Hydraulic breaker with 1-piece CP027 bracket	10,880.00	12%	9,574.40
● ● Fx45a CP-QA	Hydraulic breaker with 1-piece CP027 bracket w/ Skid-Steer Mtg	12,580.00	12%	11,070.40
● ● Fx45a Qt	Hydraulic breaker assembled in low noise case w/ bolt-on cap	11,650.00	12%	10,252.00
● Fx55a SS	Hydraulic breaker with 1-piece HD skid steer bracket	13,250.00	12%	11,660.00
● ● Fx55a ME	Hydraulic breaker with full length protective side plates	13,250.00	12%	11,660.00
● ● Fx55a FSP	Hydraulic breaker with flanged side plates & bolt-on cap	13,250.00	12%	11,660.00
● ● Fx55a WB	Hydraulic breaker in full length side plates for Weldco-Beals	13,250.00	12%	11,660.00
● ● Fx55a CP	Hydraulic breaker with 1-piece CP027 bracket	13,250.00	12%	11,660.00
● ● Fx55a CP-QA	Hydraulic breaker with 1-piece CP027 bracket w/ Skid-Steer Mtg	14,950.00	12%	13,156.00
● ● Fx55a Qt	Hydraulic breaker assembled in low noise case w/ bolt-on cap	14,230.00	12%	12,522.40

Medium Series

● F6 SS	Hydraulic breaker with 1-piece HD skid steer bracket	15,370.00	12%	13,525.60
● ● F6 ME	Hydraulic breaker with full length protective side plates	15,370.00	12%	13,525.60
● ● F6 TLB	Hydraulic breaker with full length protective side plates	15,370.00	12%	13,525.60
● ● F6 FSP	Hydraulic breaker with flanged side plates & bolt-on cap	15,370.00	12%	13,525.60
● ● F6 Qt	Hydraulic breaker assembled in low noise case w/ bolt-on cap	16,600.00	12%	14,608.00
● ● F9 TLB	Hydraulic breaker with full length protective side plates	22,760.00	12%	20,028.80
● ● F9 FSP	Hydraulic breaker with flanged side plates & bolt-on cap	22,760.00	12%	20,028.80
● ● F9 Qt	Hydraulic Breaker assembled in low noise case w/ bolt-on cap	24,450.00	12%	21,516.00
● Fx125 TLB	Hydraulic breaker with full length protective side plates	26,800.00	12%	23,584.00
● ● Fx125 Qtv	Hydraulic breaker assembled in low noise case w/ bolt-on cap	29,900.00	12%	26,312.00



- Notes:**
- 1) All Hydraulic Breakers are shipped with choice of standard working steel (Moll / Chisel / Blunt), two hose whips, standard mounting hardware (pins & bushings), one tool kit/box and one Instruction/Maintenance Manual.
 - 2) All models designated "FSP" and "Qt" are supplied with a 'Bolt-On' Top Mounting Cap that include standard mounting hardware for Mini-Excavator, Back-hoe or Excavator mounting.
 - 3) If a specific Quick-Attach mounting is requested (i.e. 1/4 Yard Wain-Roy for KF9 FSP), the mounting must appear as a separate line item.





DETAILED EQUIPMENT QUOTE

MARCH 9, 2022

SALESPERSON: Scott Runnells

CUSTOMER CONTACT:

QUOTE PREPARED FOR:

CITY OF FAIRFIELD
5350 PLEASANT AVE
FAIRFIELD, OH 45014
P: 513-867-5300

FACILITY QUOTED FROM:

404 Breden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 532061

Eq # / Item #	Product Description	Hours	Product Notes	Total Price
15MNHD18	* WERKBRAU 18" HEAVY DUTY BUCKET * 4.50 CU FT CAPACITY * BUCKET TO FIT KOBELCO SK55		WERKBRAU 18" HEAVY DUTY BUCKET	\$1,120.00
15MNHD24	* WERKBRAU 24" HEAVY DUTY BUCKET * 6.30 CU FT CAPACITY * BUCKET TO FIT KOBELCO SK55		WERKBRAU 24" HEAVY DUTY BUCKET	\$1,300.00
15MNHD36	* WERKBRAU 36" HEAVY DUTY BUCKET * 9.80 CU FT CAPACITY * BUCKET TO FIT KOBELCO SK55		WERKBRAU 36" HEAVY DUTY BUCKET	\$1,600.00
SLQT-5253	* WERKBRAU MANUAL SPRING LOADED COUPLER * INSTALLATION INCLUDED		WERKBRAU MANUAL SPRING LOADED COUPLER	\$1,950.00
EZG1MT-2H/EZG5397-2/EZG-15 LOCK ASSY	* WERKBRAU 2 TINED HYDRAULIC THUMB * THUMB LOCK PIN KIT INCLUDED * INSTALLATION INCLUDED * THUMB TO FIT KOBELCO SK55		WERKBRAU 2 TINED HYDRAULIC THUMB	\$3,200.00
BP-45MM	* WERKBRAU EXTRA SET BUCKET PINS * 2 SETS		WERKBRAU EXTRA SET BUCKET PINS	\$550.00
Total Price				\$9,720.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Customer Truck
Delivery Date:
Delivery Info:

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))



DETAILED EQUIPMENT QUOTE

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

Finance Rate Options (Estimate Only)

	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*

Total Equipment Price	\$9,720.00
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$9,720.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$9,720.00
Sales Tax	
FET Tax	
Total Amount Due	\$9,720.00
Down Payment	
Estimated Balance Due	\$9,720.00

Attachment: Southeastern Excavator (3165 : Purchase of a new Excavator #252 (Water))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SOUTHEASTERN EQUIPMENT COMPANY FOR THE PURCHASE OF A KOBELCO TRACK EXCAVATOR FOR THE WATER DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Southeastern Equipment Company for the purchase of a Kobelco Track Excavator for the Water Department in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the purchase be completed while the unit is available; 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 - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Vehicles (All Departments)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Beau Townsend Ford for the purchase of four (4) vehicles for various departments 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 \$234,475 from the Capital Improvement Fund for the purchase of (4) 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 and Public Works (Streets and Engineering) 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. K.E. Rose was chosen to outfit these vehicles due to their specialized engineering skills and aptitude for this project, and to standardize the wiring practices which will improve the efficiency of the mechanics during repairs.

See attached table for breakdown of vehicles.

Financial Impact:

\$234,475 (\$224,475 for the vehicles + \$10,000 for contingencies and fleet needs from the Capital Improvement Fund)

Emergency Provision Explanation:

Rules Suspension and Emergency Provisions are being requested due to supply and demand restrictions.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Vehicle table
2. 618
3. 6528
4. 631
5. 632
6. Beau Townsend Ford-Ord

2022 City of Fairfield Vehicle Schedule

Veh.	New Unit	Old Unit	CIP#	Vehicle Amount	Outfitting Amount	Total Request	Fund	Dept.
Ford F-150	618	603	2FT05	\$38,400	\$5,390	\$43,790	Capital Improvement Fund	Eng.
Ford F-350	6528	654	2FT51	\$43,725	\$5,640	\$49,365	Capital Improvement Fund	Parks
Ford F-350	631	661	2FT62	\$43,025	\$25,740	\$68,765	Capital Improvement Fund	Public Works
Ford F-350	632	6317	2FT62	\$40,625	\$21,930	\$62,555	Capital Improvement Fund	Public Works

Attachment: Vehicle table (3167 : Purchase of Vehicles (All Departments))

618

INSPECTOR
ENGINEERING
11.D.7.b
**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 235 | Quote ID: COFF22X1E

As Configured Vehicle

Code	Description
Base Vehicle	
X1E	Base Vehicle Price (X1E)
Packages	
101A	Equipment Group 101A High <i>Includes:</i> - Engine: 3.3L V6 PFDI <i>Includes auto start-stop technology and flex-fuel capability.</i> - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - GVWR: 6,480 lbs Payload Package - XL Power Equipment Group - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front & Rear Windows - Cruise Control - Reverse Sensing System
Powertrain	
99B	Engine: 3.3L V6 PFDI <i>Includes auto start-stop technology and flex-fuel capability.</i>
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>
XL6	Electronic Locking w/3.73 Axle Ratio
STDGV	GVWR: 6,480 lbs Payload Package
Wheels & Tires	
T88	Tires: 275/65R18 BSW A/T
64X	Wheels: 18" 6-Spoke Machined Aluminum <i>Includes gloss black painted pockets.</i>
Seats & Seat Trim	
G	Unique Sport Cloth 40/20/40 Front-Seats

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 235 | Quote ID: COFF22X1E

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes manual driver/passenger lumbar, steering column mounted shift and two (2) USB charge only ports.</i>
Other Options	
145WB	145" Wheelbase
582	Radio: AM/FM SiriusXM w/360L
85A	XL Power Equipment Group <i>Includes:</i> - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front & Rear Windows
19S	STX Appearance Package <i>Includes:</i> - Wheels: 18" 6-Spoke Machined Aluminum <i>Includes gloss black painted pockets.</i> - Tires: 275/65R18 BSW A/T - Body-Color Front & Rear Bumpers <i>Includes body-color front fascia.</i> - Box Side Decals - Rear Window Defroster - Molded-In Color Black Honeycomb Style Grille <i>Includes body-color surround.</i> - Rear Window Fixed Privacy Glass - SYNC 4 w/Enhanced Voice Recognition <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account. Trial period begins on the new vehicle warranty start date. At the end of the complimentary period, navigation service will terminate. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i> - Radio: AM/FM SiriusXM w/360L - Unique Sport Cloth 40/20/40 Front-Seats <i>Includes manual driver/passenger lumbar, steering column mounted shift and two (2) USB charge only ports.</i>
53B	Class IV Trailer Hitch Receiver

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 235 | Quote ID: COFF22X1E

As Configured Vehicle (cont'd)

Code	Description
	Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>
43A	Ford Co-Pilot360 2.0 <i>Includes:</i> - Pre-Collision Assist w/Automatic Emergency Braking - Includes pedestrian detection, forward collision warning and dynamic brake support. - BLIS w/Trailer Tow Coverage - Lane-Keeping System - Includes lane-keeping alert, lane-keeping aid and driver alert. - Rear View Camera - Auto High Beam - Reverse Sensing System - Reverse Brake Assist - Post-Collision Braking
53A	Trailer Tow Package Pro Trailer Backup Assist with Pro Trailer Hitch Assist is included only in Tow Technology package (17T). Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). <i>Towing capability up to TBD lbs. Includes tailgate LED.</i> <i>Includes:</i> - Class IV Trailer Hitch Receiver - Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available). - Pro Trailer Backup Assist - Integrated Trailer Brake Controller
50M	Interior Work Surface
18B	Black Platform Running Boards
67T	Integrated Trailer Brake Controller
54R	Power Glass Heated Sideview Mirrors <i>Includes manual folding, turn signal and black skull caps.</i> <i>Includes:</i> - Auto-Dimming Rearview Mirror
59S	LED Sideview Mirror Spotlights

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

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Prepared for:

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 235 | Quote ID: COFF22X1E

**As Configured Vehicle (cont'd)**

Code	Description
	<i>Includes high-intensity LED security approach lamps.</i>
PAINT	Monotone Paint Application
471	Onboard 400W Outlet <i>Includes 2nd outlet in the console.</i>
924	Rear Window Fixed Privacy Glass
57Q	Rear Window Defroster
76R	Reverse Sensing System
524_	SYNC 4 w/Enhanced Voice Recognition <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account. Trial period begins on the new vehicle warranty start date. At the end of the complimentary period, navigation service will terminate. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i> <i>Includes:</i> <i>- Radio: AM/FM SiriusXM w/360L</i>
Fleet Options	
50S	Cruise Control
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Interior Color	
GB_01	Black w/Unique Sport Cloth 40/20/40 Front-Seats

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 235 | Quote ID: COFF22X1E

As Configured Vehicle (cont'd)

Code	Description
Exterior Color	
YZ_01	Oxford White

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 235 | Quote ID: COFF22X1E

Pricing Summary - Single Vehicle

MSRP

<i>Vehicle Pricing</i>	\$46,370.00
Subtotal	\$46,370.00

*Pre-Tax Adjustments***MSRP**

Description	
GOVERNMENT PRICE CONCESSIONS #44365N	-\$8,000.00
Beau Townsend Ford discount	\$0.00
TEMP TAG AND TITLE FEE	\$30.00
Total	\$38,400.00

 Customer Signature

 Acceptance Date

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

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4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

3/12/2022

22-36225

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
F150 ext cab pickup shortbed 80628 12-50003-ED Ecco 54" duo color 12+ lightbar, 20 LED amber corner and amber /white DUO front and rear modules, alleys, integrated 8 head internal Traffic director and EZ1202 Advanced controller	1	5,390.00	5,390.00T
Furnish and install 4 corner LED strobe kit switched in cab	1	0.00	0.00T
Furnish and install weatherguard aluminum treadplate top LOW side tool boxes, 16x13x60 on bed rail	2	0.00	0.00T
Furnish and install AMP research step on each side of truck bed front of rear wheel for bed access	2	0.00	0.00T
		Sales Tax (0.0%)	\$0.00
		Total	\$5,390.00

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

If estimate is accepted, please circle any option which is
needed but not shown in estimate total. A new estimate
will be provided. Insert P.O. # in block provided. Please
sign and date and return by fax at your convenience

Signature _____

Attachment: 618 (3167 : Purchase of Vehicles (All Departments))

6528

PARKS
654

11.D.7.c

**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 250 | Quote ID: COFF22X3B

As Configured Vehicle

Code	Description
Base Vehicle	
X3B	Base Vehicle Price (X3B)
Packages	
610A	Order Code 610A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i> - GVWR: 10,800 lb Payload Package - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>
X3E	Electronic-Locking w/3.73 Axle Ratio
STDGV	GVWR: 10,800 lb Payload Package
Wheels & Tires	
TBM	Tires: LT245/75Rx17E BSW A/T (4) <i>Spare may not be the same as road tire.</i>
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	

Attachment: 6528 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 250 | Quote ID: COFF22X3B

As Configured Vehicle (cont'd)

Code	Description
164WB	164" Wheelbase
96V	XL Value Package <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry
473	Snow Plow Prep Package Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. Note restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.2L or 7.3L gasoline engines; see body builders layout book for details.</i> <i>Includes:</i> - 200 Amp Alternator
86M	Dual 78 AH Battery
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>
18B	Platform Running Boards
592	LED Roof Clearance Lights
PAINT	Monotone Paint Application
43B	Fixed Rear-Window w/Defrost
924	Privacy Glass

Attachment: 6528 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 250 | Quote ID: COFF22X3B

As Configured Vehicle (cont'd)

Code	Description
76S	Remote Start System
66S	Upfitter Switches (6) Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). Located in overhead console. Includes: - 200 Amp Alternator
587	Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Interior Color	
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat
Exterior Color	
Z1_01	Oxford White
Upfit Options	
L-X	LINE-X OF TROY SPRAY IN BED LINER

Attachment: 6528 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 250 | Quote ID: COFF22X3B

As Configured Vehicle (cont'd)**Code****Description**

1ADD

ONE ADDITIONAL KEY WITH FOB

Attachment: 6528 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 250 | Quote ID: COFF22X3B

Pricing Summary - Single Vehicle

MSRP

<i>Vehicle Pricing</i>	\$50,180.00
Subtotal	\$50,180.00

*Pre-Tax Adjustments***MSRP**

Description	
GOVERNMENT PRICE CONCESSIONS #19008N	-\$4,500.00
Beau Townsend Ford discount	-\$1,985.00
TEMP TAG AND TITLE FEE	\$30.00
Total	\$43,725.00

 Customer Signature

 Acceptance Date

Attachment: 6528 (3167 : Purchase of Vehicles (All Departments))

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4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

4/5/2022

22-36390

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
Furnish loose Warn M12 winch with transformer kit which includes hidden kit and bumper skirting for your Ford pickup. 12000 lb winch. 125 ft of 3/8 wired rope, roller fairlead, 3 stage planetary gear winch, This setup retains use of factory pickup bumper and extends out to accommodate winch. (2022 Ford F350)	1	5,640.00	5,640.00T
Furnish loose 4 corner LED strobe kit	1		0.00T
Furnish loose Ecco 5585 amber LED mini bar permanent mount on cab with 3rd brake light No drill bracket	1		0.00T
Furnish Weatherguard 127-0-02LB toolbox	1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.		Sales Tax (0.0%)	\$0.00
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.		Total	\$5,640.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

Attachment: 6528 (3167 : Purchase of Vehicles (All Departments))

631

STREET

11.D.7.d



661

Prepared for:

CITY OF FAIRFIELD

Prepared by: Colt Walden

02/12/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 245 | Quote ID: COFF22F3H

As Configured Vehicle

Code	Description
Base Vehicle	
F3H	Base Vehicle Price (F3H)
Packages	
640A	Order Code 640A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - GVWR: 14,000 lb Payload Package - Wheels: 17" Argent Painted Steel - Hub covers/center ornaments not included. - Radio: AM/FM Stereo w/MP3 Player - Includes 4 speakers. - SYNC Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.
X4L	Limited Slip w/4.30 Axle Ratio
STDGV	GVWR: 14,000 lb Payload Package
Wheels & Tires	
TBM	Tires: LT245/75R17E BSW A/T Spare may not be the same as road tire.
64K	Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included.
512	Spare Tire, Wheel & Jack Required in Rhode Island. Excludes carrier. <i>Includes:</i> - 4-Ton Hydraulic Jack
Seats & Seat Trim	

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

02/12/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 245 | Quote ID: COFF22F3H

As Configured Vehicle (cont'd)

Code	Description
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>
61J	4-Ton Hydraulic Jack Required in Rhode Island.
96V	XL Value Package <i>Includes:</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Folding Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 6.2L and 7.3L gas engines. Adding (67B) 397 amp alternators for diesel engine or (67E) 240 amp alternators for 6.2L gas engine is highly recommended for max output.</i>

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

02/12/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 245 | Quote ID: COFF22F3H

As Configured Vehicle (cont'd)

Code	Description
41P	Transfer Case Skid Plates
62R	Transmission Power Take-Off Provision <i>Includes mobile and stationary PTO modes.</i>
86M	Dual 78 AH Battery
63A	Utility Lighting System <i>Includes LED side-mirror spotlights.</i>
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>
18B	Platform Running Boards
59H	Center High-Mounted Stop Lamp (CHMSL)
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>
43B	Fixed Rear-Window w/Defrost
924	Privacy Glass
76C	Exterior Backup Alarm (Pre-Installed)

Fleet Options

WARANT

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425

50-State Emissions System

Interior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

02/12/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 245 | Quote ID: COFF22F3H

As Configured Vehicle (cont'd)

Code	Description
1S_02	Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat
Exterior Color	
Z1_01	Oxford White
Upfit Options	
1ADD	ONE ADDITIONAL KEY WITH FOB

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

02/12/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 245 | Quote ID: COFF22F3H

Pricing Summary - Single Vehicle

MSRP

<i>Vehicle Pricing</i>	\$48,435.00

Subtotal	\$48,435.00

*Pre-Tax Adjustments***MSRP****Description**

TEMP TAG AND TITLE FEE	\$30.00

GOVERNMENT PRICE CONCESSIONS #18457N	-\$4,500.00

Beau Townsend Ford discount	-\$940.00

Total	\$43,025.00

 Customer Signature

 Acceptance Date

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))

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4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

2/24/2022

22-36113

SIGN Shop.

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
F350 reg cab DW 60 CA Furnish and install Reading 108ADW Classic II service body, all galvaneal steel construction including floor, all standard Reading features including hidden hinges with stainless hinge pins, shelves, stainless latches, lights per FMVSS108, 6 year warranty. Electrocathodic immersion primer, powdercoated white throughout, recess lighting LED type, alum fuel full, slam action tailgate, gas prop door holders, 6 year warranty, mounted on your supplied 60" CA dual wheel chassis.	1	25,740.00	25,740.00T
Furnish and install Buyers bolt on vice plate mount on bumper (vice not included)	1	0.00	0.00T
Furnish and install Ctech full height drawer unit, aluminum construction, 250 lb roller bearing slides, finger tip ez latch on drawers, (1) 6", (2) 5", (4) 3" drawers with dividers. Locate in curbside front compartment.	1	0.00	0.00T
80628 12-50003-ED Ecco 54" duo color 12+ lightbar, 20 LED amber corner and amber /white DUO front and rear modules, alleys, integrated 8 head internal Traffic director and EZ1202 Advanced controller	1	0.00	0.00T
Install Ecco ED3777AA 180 degree "V" style LED 4 corner strobe system switched in cab, includes 2 in grille and 2 on rear of body.	1	0.00	0.00T
We look forward to your order. Should you wish to make any changes please call for quote.		Sales Tax (0.0%)	
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.		Total	

Signature

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
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Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

2/24/2022

22-36113

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
Furnish and install Betts 325003 aluminum housing swivel work lights with switch on each light, locate on each rear corner	2	0.00	0.00T
Install Carr aluminum grab handles at rear of body, one each side of tailgate	1	0.00	0.00T
Apply Linex spray on liner in cargo area	1	0.00	0.00T
Install bright treadplate aluminum on top of compartments each side and bottom of front corners to serve as stone shields	1	0.00	0.00T
Install 20000 lb capacity receiver hitch, ball mount combination pintle with 2" ball and adjustable plate	1	0.00	0.00T
Install 7 way trailer plug	1	0.00	0.00T
Install OEM supplied backup camera	1	0.00	0.00T
Furnish and install Phoenix stainless steel simulator wheel covers	1	0.00	0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
Sales Tax (0.0%)			
Total			
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.			

Signature

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
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Serving All Of Your Upfitting Needs.

Estimate

Name / Address
City of Fairfield 8870 North Gilmore Rd. Fairfield, Oh 45014

Date	Estimate #
2/24/2022	22-36113

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Furnish and install hot shift pto and direct mount pump, install QDA single control tool circuit valve, hydraulic reservoir with sight gauge and temp gauge, install valve in rear compartment. Furnish and install a spring rewind hose reel with dual hydraulic hose 25 ft and locate in rear compartment (side to be determined)	1	0.00	0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
Sales Tax (0.0%)		\$0.00	
Total		\$25,740.00	

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

Attachment: 631 (3167 : Purchase of Vehicles (All Departments))

632



60317

Prepared for:
CITY OF FAIRFIELD
Prepared by: Colt Walden
03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 250 | Quote ID: COFF22F3B2

As Configured Vehicle

Code	Description
Base Vehicle	
F3B	Base Vehicle Price (F3B)
Packages	
610A	Order Code 610A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - GVWR: 10,400 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>
X3E	Electronic-Locking w/3.73 Axle Ratio
STDGV	GVWR: 10,400 lb Payload Package
Wheels & Tires	
TBM	Tires: LT245/75R17E BSW A/T (4) <i>Spare may not be the same as road tire.</i>
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 250 | Quote ID: COFF22F3B2

As Configured Vehicle (cont'd)

Code	Description
142WB	142" Wheelbase
PAINT	Monotone Paint Application
96V	XL Value Package <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry
473	Snow Plow Prep Package Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. Note restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.2L or 7.3L gasoline engines; see body builders layout book for details.</i> <i>Includes:</i> - 200 Amp Alternator
86M	Dual 78 AH Battery
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>
18B	Platform Running Boards
592	LED Roof Clearance Lights
43B	Fixed Rear-Window w/Defrost
924	Privacy Glass

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 250 | Quote ID: COFF22F3B2

As Configured Vehicle (cont'd)

Code	Description
66S	Upfitter Switches (6) Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i> <i>Includes:</i> - 200 Amp Alternator
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>
76C	Exterior Backup Alarm (Pre-Installed)
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Interior Color	
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat
Exterior Color	
Z1_01	Oxford White
Upfit Options	
1ADD	ONE ADDITIONAL KEY WITH FOB

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 250 | Quote ID: COFF22F3B2

As Configured Vehicle (cont'd)**Code****Description**

L-X

LINE-X OF TROY SPRAY IN BED LINER

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))

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**Prepared for:**

CITY OF FAIRFIELD

Prepared by: Colt Walden

03/31/2022

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2022 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 250 | Quote ID: COFF22F3B2

Pricing Summary - Single Vehicle

MSRP

<i>Vehicle Pricing</i>	\$47,420.00
Subtotal	\$47,420.00

*Pre-Tax Adjustments***MSRP**

Description	
GOVERNMENT PRICE CONCESSIONS #18151N	-\$5,100.00
Beau Townsend Ford discount	-\$1,725.00
TEMP TAG AND TITLE FEE	\$30.00
Total	\$40,625.00

 Customer Signature

 Acceptance Date

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))

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4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

STREET *Place*
Truck

Date

Estimate #

2/19/2022

22-36070

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
Truck 4 F350 Reg cab long bed			
Furnish and install Western stainless steel 8 ft hopper spreader, electric 12V dual motors, independant control of conveyor and spinner functions, variable speed cab control with blast function, self diagnostics, alerts when empty, inverted V, top screen, tie down ratchets, dual swing away chute, rear dump button, 2 yd capacity, installed in your suitable truck.	1	21,930.00	21,930.00T
Furnish and install rear strobe kit on rear of spreader operating off Western cab control	1		0.00T
Furnish and install rear work lights (2 lights at rear) LED with mounting bracket operating off Western cab control	1		0.00T
Fabricate stainless steel stand support structure like current Fairfield Stryker unit and stainless cover over motor,. Includes material and labor.	1		0.00T
Furnish and install Western 8 ft Pro Plow on your suitable F350 SW pickup, Ultra mount hitch, high speed electric hydraulic power unit with cab control, LED plow lights, wiring harness, 2 year warranty	1		0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
		Sales Tax (0.0%)	
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.		Total	

Signature

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date

Estimate #

2/19/2022

22-36070

Cust P.O.#

Sales Rep

Project

Truck/Liscence #

Contact & Phone #

GB

Description	Qty	Cost	Total
Furnish and install Ecco 5585 Mini LED light bar permanent mount on cab via 3rd brake light No Drill bracket, switched in dash, install hideaway LED strobes in grille and rear of body	1		0.00T
Option: Apply spray on liner in pickup bed add \$550.00			0.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
Sales Tax (0.0%)			\$0.00
Total			\$21,930.00

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

Attachment: 632 (3167 : Purchase of Vehicles (All Departments))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEAU TOWNSEND FORD FOR THE PURCHASE OF FOUR (4) VEHICLES FOR VARIOUS DEPARTMENTS AND DECLARING AN EMERGENCY.

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

- Section 1.

The City Manager is hereby authorized to enter into a contract with Beau Townsend Ford for the purchase of four (4) vehicles for various departments 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 purchase of these vehicles be completed due to supply and demand restrictions; 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 - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Replace Roof and HVAC at Public Works Main Bldg.

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the replacement of the roof and HVAC at Public Works Main Building 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 \$597,682 from the Capital Improvement Fund. 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 Prodigy Building Solutions LLC, West Chester, Ohio for this project.

Background/Synopsis:

This request is for the tear off and replacement of all four (4) sections of Flat Roof areas of the Public Works main building to include the high bay area, office area, truck wash area, and shop area. This request will also include replacement of the office area ten (10) ton HVAC unit and new exhaust system. This project complete will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with The Ohio Purchasing Council (TOP-C) 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 Ohio Purchasing Council (TOP-C) was formed by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. Members of TOP-C include the City of Fairfield Local School District, the City of Hamilton Local School District, Lakota Local School District, Ross Local School District, and Middletown Local School District. Prodigy Building Solutions LLC, West Chester, Ohio has performed contractual work for all of the aforementioned entities. TOP-C Price Contract #2021-006-001B was used by Prodigy Building Solutions to provide the total cost.

Financial Impact:

\$597,682 (\$572,682 for the roof and HVAC replacement + \$25,000 for contingencies and City Wide Facility's needs) from the Capital Improvement Fund.

This request is listed in the 2022 CIP as #2FC61 Roof HVAC (Public Works) \$630,000

Emergency Provision Explanation:

Emergency Provisions and Rules Suspension are being requested to facilitate the purchase of the material in order to complete this project in 2022 due to supply chain challenges and pricing volatility.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Fairfield Public Works Roof Proposal 4-14-22 Rev 2
2. Prodigy Building Solutions LLC-Ord

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
 DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Brian Rose
 City of Fairfield
 8870 North Gilmore Road
 Fairfield, OH 45014

Date: April 13, 2022**Job Name:** City of Fairfield Public Works Roofing and HVAC**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** TOP-C Unit Price Contract 2021-006-001B**PROPOSAL SCOPE OF WORK****Project Address**

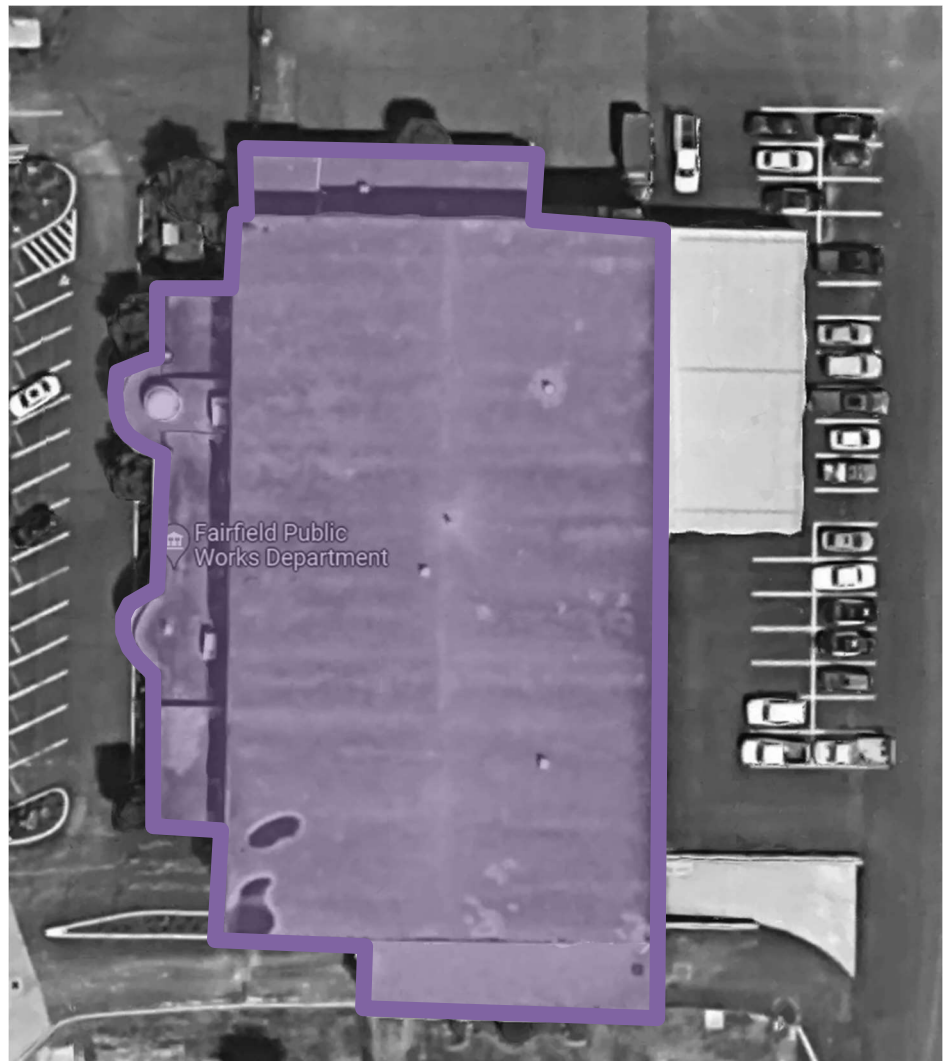
Public Works Building
 8870 North Gilmore Road
 Fairfield, OH 45014

Work Sections

- Front office area
- Wood shop area
- Truck wash area
- Main high-bay area

Scope Details - Roofing**Materials Provided:**

- R-Tech Fanfold Insulation
- 90-mil EPDM w/ FAT
- Pressure Sensitive Curb Wrap
- HP Fasteners
- Inside / Outside Corners
- Polymer Seam Plates
- Pressure Sensitive T Joint Covers
- Pressure Sensitive Elastoform
- HP-250 Primer
- Weathered Membrane Cleaner
- Adhesives
- Pipe Seals
- Pressure Sensitive RUSS Strips
- Pressure Sensitive Cured Cover Strip
- Pressure Sensitive Securetape
- Roller Covers
- Pavers
- Termination Bars
- Water Cut-Off Mastic
- Fast Curing Hybrid Sealants
- Ballast Retaining Bars
- Lap Sealants



Attachment: Fairfield Public Works Roof Proposal 4-14-22 Rev 2 (3174 : Replace Roof and HVAC at Public Works Main Bldg.)

- Secure Edge Cleat & Facia
- Bib Flashing
- Termination Bar Cover
- Plywood for Nailer
- Ladder

Services Provided:

- Trash Chute
- Crane
- Dumpsters
- Perimeter Cones

Installation Provided:

- Gravel will be relocated out of the way
- Membrane will be cut out and removed and disposed of properly
- Wet insulation will be cut out, removed, and replaced with similar R valued insulation
- Insulation will be laid over the existing insulation
- New loose laid 90-mil EPDM membrane will be applied in a manner that will qualify for a 40-year membrane warranty
- All flashings, pipe boots, and penetrations will be replaced and meet Carlisle 30-year details
- New gravel-stop, ballast retaining bar, edge metal and termination bar will be installed on the affected areas
- All painted metal to have Carlisle Kynar paint finish warranty
- Gravel will be raked back in place
- Interior ladder from mezzanine (galvanized) and associated work required to install
 - Steel fabrication to support the ladder from base to the roof deck
 - Conduit relocation to provide opening sized for hatch

Warranty Provided:

- 30-year NDL Warranty provided by Carlisle, per Carlisle's Terms and Conditions
- 40-year membrane warranty, material only, Carlisle's Terms and Conditions

Scope Details - HVAC

Materials Provided:

- Qty (1) Carrier Packaged Rooftop Unit
 - 10-Ton DX Cooling
 - R-410a Refrigerant
 - 460/3/60 electrical
 - Single Circuit, Two-Stage
 - Medium Natural Gas Heating
 - Medium Static Fan
 - Belt Drive Blower Fan
 - Coil Options: Al/Cu Condenser Coil, Al/Cu Evaporator Coil
 - Base Unit Controls: Electromechanical Controls.
 - Manual Outside Air Damper
 - BACnet Card
 - Warranty
 - 1-year parts and labor warranty, 5-year compressor warranty, and 10-year heat exchanger warranty provided by Carrier, per Carrier's terms and conditions.
- Greenheck or equivalent 300 CFM Exhaust Fan


Installation Services (Mechanical)

- Demo and remove (1) Carrier 10-Ton RTU
 - Model#48TME012---601--, Serial# 0909G50627
- Reclaim R-22 refrigerant per OEPA standards and recycle unit
- Install (1) Carrier 10-Ton RTU with manual outside air damper
 - No curb adapter required
 - BACnet Card
- Transfer existing natural gas piping to new RTU
 - All exterior gas piping for this RTU to be painted gray for atmospheric corrosion
- Install Schedule 40 PVC condensate piping
- Reuse existing smoke detector
- Include crane and rigging – RTU is on the front low roof by the front door
- Installation of 300 CFM exhaust fan with associated duct work to two bathrooms
- Provide site clean-up and removal of excess materials and demolished materials

Installation Services (Electrical/Controls)

- Transfer existing control wiring to new unit
- Reuse existing thermostat
- Transfer existing electrical to new unit
 - Reuse existing disconnect
- Connection of 300 CFM exhaust fan
- Provide site clean-up and removal of excess materials and demolished materials

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are included
- Permits are included
- Prevailing wages are included
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify if pricing after five days
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$572,682.00 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.**
11. **UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

12. These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
13. The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
14. Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
15. Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR THE REPLACEMENT OF THE ROOF AND HVAC AT PUBLIC WORKS MAIN BUILDING AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Prodigy Building Solutions, LLC for replacement of the roof and HVAC at Public Works main building 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 purchase of the material in order to complete this project in 2022 be expedited due to supply chain challenges and pricing volatility; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

OUTFITTING OF SNOW PLOW TRUCK #046 PUBLIC WORKS

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a 2023 Freightliner 108 SD for the Street Division and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$134,979 from the Capital Improvement Fund for the outfitting of a 2023 Freightliner 108 SD with a Monroe 12' stainless steel dump body, snow plow hitch, salt spreader, emergency lighting, and hydraulics to be used by the Street Division. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment, Columbus City, Indiana for the purchase of this equipment.

Background/Synopsis:

This request is for the outfitting of a 2023 Freightliner 108 SD with a Monroe 12' 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 #020 (1997 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:

\$134,979 (\$129,979 for outfitting + \$5,000 for contingencies and fleet needs) from the Capital Improvement Fund. This vehicle is listed in the 2022 CIP as # 2FT61 Replacement of Snow Truck (Streets) (\$230,000).

Emergency Provision Explanation:

Emergency provisions and rules suspension are being requested to facilitate the outfitting of this truck in time for snow season due to supply chain issues and pricing volatility.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. WA Jones Quote
2. WA Jones Truck Bodies and Equipment-Ord

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

4/14/2022

City of Fairfield

Attn: Ken Bulach

8870 N. Gilmore Rd

Fairfield, OH 45014

2022 Single Axle Equipment Quote

Per Monroe SourceWell Contract #080114-MTE

Snow Plow

Monroe Model MP41R11 11'x41" Reversible Snow Plow

Full Trip Moldboard with Dual Compression Trip Springs

Stainless Steel Moldboard (Orange on Rear)

Right Hand Mailbox Trim

(6) ½"x3" Flame Cut Reinforcing Ribs

Full Width 4"x4"x3/8" Pushframe

(6) Moldboard to Pushframe Pivot Points

4"x4"x3/4" Bottom Angle

4"x10" Double Acting Reversing Cylinders

2" Greasable King Pin

Cushion Valve to Protect Angling Cylinders

Rubber Cutting Edge

Plow Markers

Rubber Snow Deflector

Parking Jack Installed

Pin and Loop Hitch with

Plow Installed 100% To Your Specifications-No Exceptions

Plow Hitch

Monroe QCP/FFLA Plow Hitch

Low Profile with Fold Flat Lift Arm

Telescopic Lift Arm-Built in Level Lift

4" Lift Cylinder

½" Cheek Plates-(6) Bolts Per Side

Hitch Installed As Close to Grill As Possible

10" Channel Bumper For Winter Operations

OEM Bumper Re-installed For Summer Operations

Plow and Hitch Fully Compatible with Existing Fleet

All Hitch Components Bolted on For Removal

Primed, Painted, and Installed

Hitch Installed 100% To Your Specifications-No Exceptions

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

www.wajonestruckequipment.com

Attachment: WA Jones Quote (3176 : OUTFITTING OF SNOW PLOW TRUCK #046 PUBLIC WORKS)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

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
 Pedestal Mounted Air Controls
 Single Axis Control for Front Plow
 30 Gallon Valve Mount Tank with Stainless Steel Lid-Drivers Side
 Stainless Steel Hydraulic Lines Run to Front and Rear
 JIC Style Compression Fittings
 ½" Stainless Steel Quick Couplers-Color Coded with Zip Ties
 Hydraulic System Tested and Pre-Calibrated
 Final Calibration Upon Delivery
 Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

Dump Body

Galion Godwin 12' Dump Body

7 Gauge 304 2B Finish Stainless Steel Construction
 Entire Body Continuously Welded
 Crossmemberless Understructure
 ¼" AR450 Floor
 30" Sides
 Single Horizontal Weld on Side Brace Per Side
 Dirt Shedding Lower Rub Rail
 38" Tailgate
 Double Horizontal Weld on Tailgate Braces
 (3) Coal Chutes in Tailgate
 Flame Cut Tailgate Hardware
 Stainless Steel Turnbuckles on Each Side of Tailgate
 Stainless Steel D-Ring on Top of Tailgate
 Double Acting Air Release Tailgate
 12" Bolt on Asphalt Lip
 3 Obround Light Holes in Each Rear Corner Post
 22"x84" Cabshield with Light Boxes
 Stainless Steel Pull Out Ladder Installed Drivers Side
 Grab Handles and Steps Installed As Needed
 Grip Strut Walk Rails Both Sides of Body
 Dump Body Installed 100% To Your Specifications-No Exceptions

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

www.wajonestruckequipment.com

Attachment: WA Jones Quote (3176 : OUTFITTING OF SNOW PLOW TRUCK #046 PUBLIC WORKS)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Hoist

Mailhot CS90DA Front Telescopic Hoist

NTEA Class 50
Full Double Acting
12" Doghouse In Front of Body
I-Beam Longsills
Cut in Rear Hinge-No Subframe
Hoist Installed 100% To Your Specifications-No Exceptions

Spreader

Monroe Model MCV144-84-56 V-Box Spreader

7.5 Yard Capacity
12' Long, 56" Sides
304 Stainless Steel Construction
Dual 7" Augers Mounted in Front of Hopper
Auger Speed Sensor-Closed Loop
Inverted V
Top Grate Screens
20" Poly Spinner
Tip Up Spinner Chute with Hand Winch
Stainless Steel Fork Pockets
Rubber Side Spill Shield Kit
Stainless Steel Tailgate Latch Bar
V-box Pinned To Doghouse
Installed

Pre Wetting System

Varitech Closed Loop System

Monroe Dual 75 Gallon Tanks Installed on V-box (150 Gallons Total Capacity)
Stainless Steel Mounting Hardware
Varitech Closed Loop Pre Wet Pump
Flowmeter and Feedback Cable
Liquid Applied Through Spray Nozzles in Spinner Chute
2" Quick Fill, Crossover Kit, and Fresh Water Flush Kit
Pre Wet System Installed 100% To Your Specifications-No Exceptions

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

www.wajonestruckequipment.com

Attachment: WA Jones Quote (3176 : OUTFITTING OF SNOW PLOW TRUCK #046 PUBLIC WORKS)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Electrical

ABL 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) Stainless Light Boxes Installed on Sides of Cabshield with Amber Strobes-Rear Facing

(2) Amber LED Strobes Mounted in Rear Corner Posts-Rear Facing

(2) Amber LED Strobes Mounted in Rear Corner Posts-Side Facing

(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

Body Up Light with Proximity Switch Installed

Power Distribution Panel Installed inside back of cab

97 DB Back Up Alarm

Home Run Wiring with no splices

No Rear Junction Box

All Wiring Installed on Stainless Backbone

Wiring Schematic Furnished Upon Completion

Electrical System Installed 100% To Your Specifications-No Exceptions

Pintle Plate

No Pintle Plate

Chassis Tail Lights Re-Installed

Miscellaneous

RollRite Electric Twin Arm Tarp System with Full Aluminum Housing and Asphalt Rated Tarp

OnSpot Automatic Tire Chains

Cougar DC3500 Vibrator Installed

6" Oak Sideboards Painted Black

Red and White Reflective Tape on Lower Rub rails and Tailgate

Chassis Frame Rails and Underside of Dump Body Undercoated

Full Poly Fenders with Stainless Brackets

Rear Mudflaps With Stainless Steel Hinged Brackets

Attachment: WA Jones Quote (3176 : OUTFITTING OF SNOW PLOW TRUCK #046 PUBLIC WORKS)

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

Total Package Price \$129,979.00

Includes Pick Up and Delivery of Completed Unit

The chassis supplied for this quote requires a 108" CA 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.

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 Quote (3176 : OUTFITTING OF SNOW PLOW TRUCK #046 PUBLIC WORKS)

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

www.wajonestruckequipment.com

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WA JONES TRUCK BODIES AND EQUIPMENT FOR THE OUTFITTING OF A 2023 FREIGHTLINER 108 SD FOR THE STREET DIVISION AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a 2023 Freightliner 108 SD 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 this truck be outfitted in time for snow season due to supply chain challenges and pricing volatility; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:

LED Retrofit Improvements for Various Street Lights – Phase 3

Legislation Title:

Ordinance to authorize the City Manager to enter into an agreement with Duke Energy for the upgrade of street lights to LED lighting.

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into agreements with Duke Energy for the upgrade of street lights to LED lighting.

It is further recommended that Council authorize funding from the Capital Improvement Fund in the amount of \$500,000.

Background/Synopsis:

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

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

The project area for the second phase was more of the residential areas north of River/Nilles and west of Pleasant Avenue. \$148,845.91 was spent on the second phase in 2021.

This third phase will replace approximately 1100 to 1200 lights depending on the wattages being replaced. Public Works is working with Duke as part of this project to make sure the lighting is consistent and appropriate as many of these lights were added piecemeal over the years. Public Works staff will work with Duke Energy's lighting engineers to identify additional lighting retrofits for any funding remaining in 2022.

It is anticipated that a small fourth phase will be needed in 2023 to complete the retrofit of all remaining arm-mounted street lights with LED lighting.

It is not anticipated at this time that we will do a city-wide replacement of post-top lights with LED lighting but that may change in the future as parts for those lights are no longer being produced.

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

Estimates to replace arm mounted street lighting for the entire City are between \$900,000 and \$1,000,000 and is being implemented over several years. The energy savings for this project will equal the capital investment by the City after approximately 8 to 9 years. This project is scheduled in the existing Capital Improvement Program as 2PW40.

Financial Impact:

\$500,000.00 from the Capital Improvement Fund for Duke Energy.

Emergency Provision Explanation:

A suspension of rules is being requested in order to release Duke Energy's contractor as soon as they are available, preferably in the summer months.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

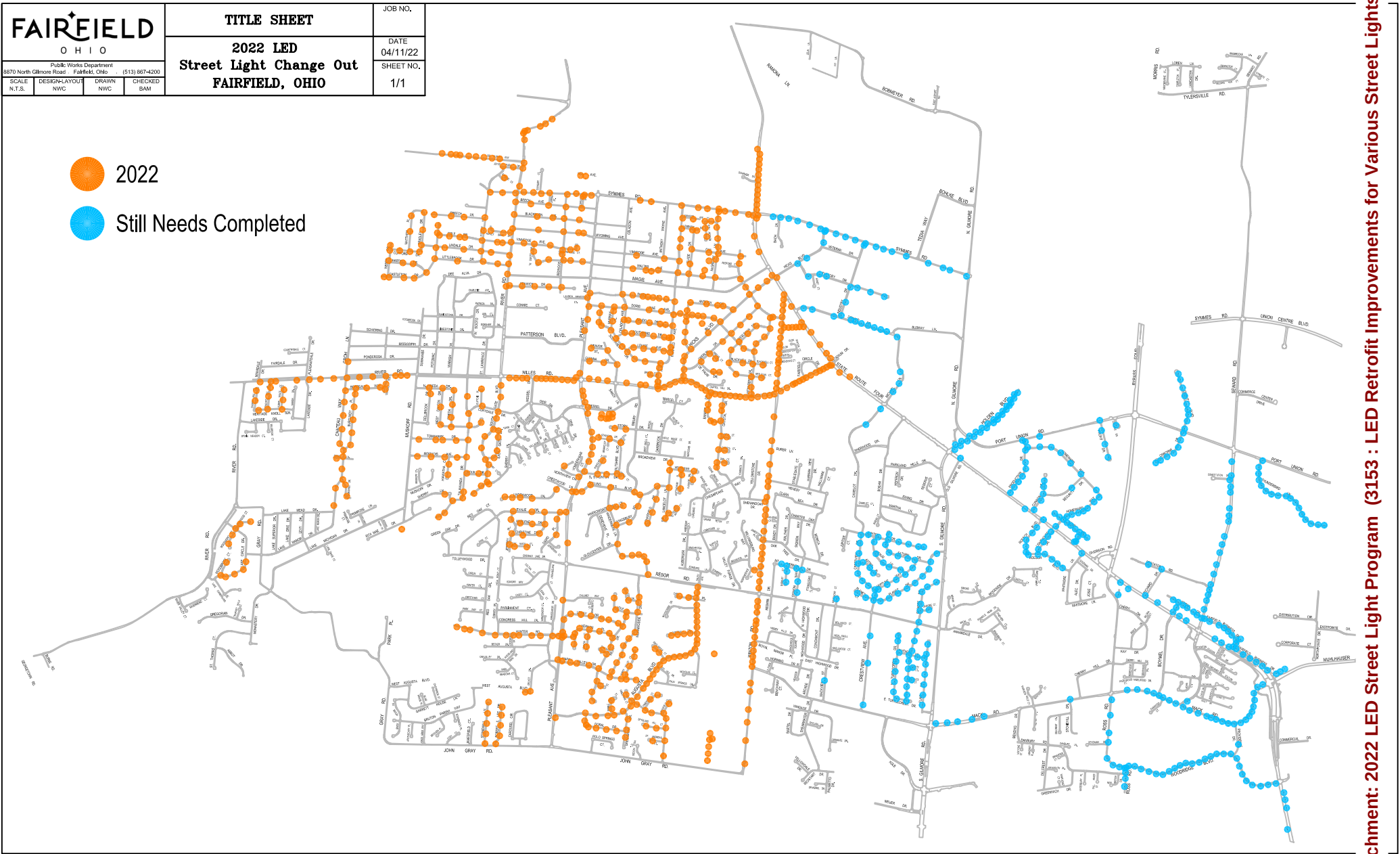
No

Attachments:

1. 2022 LED Street Light Program
2. Duke Energy-Ord

FAIRFIELD OHIO				TITLE SHEET		JOB NO.
8870 North Gilmore Road, Fairfield, Ohio (513) 867-4200				2022 LED		DATE
Public Works Department				Street Light Change Out		04/11/22
SCALE: N.T.S. DESIGN: LAYOUT: DRAWN: CHECKED: BAM				FAIRFIELD, OHIO		SHEET NO.
						1/1

- 2022
- Still Needs Completed



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH DUKE ENERGY FOR THE UPGRADE OF STREET
LIGHTS TO LED LIGHTING.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Duke Energy for the upgrade of street lights to LED lighting 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	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Duke Energy-Ord

Attachment: Duke Energy-Ord (3153 : LED Retrofit Improvements for Various Street Lights – Phase 3)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$500,000 for LED street lighting

Financial Impact: \$500,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 4-25-Ord 2

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$500,000
To:	40216025-252000 Improvements Other Than Bldg. (LED Street Light Replacement 2PW40 (\$500,000))	\$500,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Contractual 4-25-Ord 2

Attachment: Contractual 4-25-Ord 2 (3185 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Darlene Feldmann, Admin Assistant
 Submitting Department: City Manager's Office

Subject:

KETMOY CONTRACT

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Ketmoy Printing for the design and publication for the Fairfield Flyer and declaring an emergency.

Recommendation:

Recommend Council approval of a 3 year contract with Ketmoy for the design and publication of the Fairfield Flyer.

Background/Synopsis:

In January, 2021, the City of Fairfield issued a Request for Quotation (RFQ) for designing, producing, and mailing the Fairfield Flyer and the Annual Report. The contract for professional services calls for significant re-design of the publications. The duration of the contract will be May, 2022 – May, 2025 with a total base cost of \$184,500.

Potential vendors were made aware of the RFQ through an opt-in listserv on the City website, outreach to companies which had previously submitted proposals for the project, and direct solicitation from vendors who had recently bid on a similar initiative with a peer government. Vendors had more than 30 days to submit proposals electronically. Four quotations were compiled and are on file in the City Manager's Office. On-site visits were conducted by City staff for the most competitive submissions. KETMOY Printing was selected as the lowest, best quotation (attached).

Financial Impact:

\$184,500 will be obligated during the three-year period. Funds for the first year of the contract have been included in the 2022 Operating Budget.

Emergency:

Emergency provision is requested to maintain the publication schedule of the Fairfield Flyer.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. KETMOY
2. Keymoy Printing-Ord

Quote

5350 Pleasant Avenue
Fairfield, OH 45014
www.fairfieldoh.gov



Request for Quotations
Design, Printing and Mailing of the Fairfield Flyer
City of Fairfield
January 2022

Interested vendors are requested to submit quotes and links to samples of similar work to:

Darlene Feldmann
Executive Assistant, City Manager's Office
dfeldmann@fairfieldoh.gov

Submittal:

The undersigned vendor proposes to design, print and mail the Fairfield Flyer newsletter in accordance with the specifications as follows:

Base price design:	\$2,000 based on 20 pages*
Base price printing:	\$8,250 based on 20 pages, 20,000 quantity on 70# coated stock
Base price bulk mailing per issue, including prep:	Included in Base Price Printing
Base price target mailing per issue, including prep:	N/A

Timetable needed for design, printing, prep for mailing, and delivery to Post Office
The schedule in the RFP is manageable; design should be a 2 week turn and printing is 7 to 8 days from the time art files are received.

Vendor Name: KETMOY Printing

Contact Person: Jeff Eberlein

*In our write up we have included suggestions as to how we can streamline the design process and reduce costs.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KETMOY PRINTING FOR THE DESIGN AND PUBLICATION FOR THE FAIRFIELD FLYER AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Keymoy Printing for the design and publication for the Fairfield Flyer in accordance with the quote 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 Fairfield Flyer be published on schedule; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Keymoy Printing-Ord

Attachment: Keymoy Printing-Ord (3175 : KETMOY CONTRACT)



City Council Ordinance
Regular Meeting - April 25, 2022

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

Subject:

Hourly Wage Ordinance

Legislation Title:

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 35-22 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council approve this Ordinance reclassifying two Meter Reader positions to Operator/Maintenance Worker and eliminating the third Meter Reader position.

SYNOPSIS AND BACKGROUND:

Council is asked to amend the Wage and Salary Ordinance to provide for re-classification of Water Division positions from Meter Reader to Operator/Maintenance Worker. The reclassification would affect two employees.

In September 2021 Public Utilities Director Adam Sackenheim reported to Council on the smart metering project. He noted the impact smart meters would have on the Meter Reader positions within the Department. With the upgrade, it will no longer be necessary for Meter Readers to go door to door collecting data. Since Meter Readers also perform more technical duties of Operator/Maintenance Workers at times, we are requesting that two of the Meter Reader positions be reclassified to Operator/Maintenance Worker and the third position be eliminated. The two existing employees in the Meter Reader position will then become Operator/Maintenance Workers, but continue to perform duties of Meter Reader until the City has completed its transition to smart metering and no longer has need to read water meters.

This reclassification will increase the number of Operator/Maintenance Worker positions from 15 to 17. The union (AFSCME) has agreed to the reclassification.

FINANCIAL IMPACT:

There will be no financial impact as this change was contemplated in the 2022 Operating Budget.

EMERGENCY PROVISION EXPLANATION:

It is recommended that City Council approve this Ordinance, suspending the rules and declaring an

emergency to allow for the expeditious implementation of this new structure.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Hourly Ord 4-25-2022

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 35-22 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 35-22 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 35-22 are shown in bold, with deletions in brackets.

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

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

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

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

A. Civil Service Commission

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

B. Special Appropriations

One (1) Clerk I		21.45-25.20 per hour
Two (2) Clerks (PT)		9.30-19.75 per hour

C. City Council

One (1) Clerk of Council (PT)		30,050-37,502 per annum

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

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		36.31-37.80 per hour
One (1) Heating Inspector*		36.31-37.80 per hour
One (1) Electrical Inspector*		36.31-37.80 per hour
One (1) Clerk II		25.95-27.57 per hour
One (1) Clerk I		21.45-25.20 per hour
Three (3) Zoning Inspector/Clerks		25.95-27.57 per hour
One (1) Zoning Inspector/Clerk (PT)		9.30 -19.75 per hour
One (1) Plans Reviewer (PT)		9.30-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)		9.30-37.07 per hour

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

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

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		25.95-27.57 per hour
Four (4) Account Clerk I		21.45-25.20 per hour
Three (3) Clerk (PT)		9.30-19.75 per hour

B. Income Tax

One (1) Account Clerk II*		25.95-27.57 per hour
Four (4) Account Clerk I		21.45-25.20 per hour
One (1) Clerks (PT)		9.30-19.75 per hour

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

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

Ten (10) Sergeants		45.60-49.24 per hour
Fifty-One (51) Police Officers*		28.49-43.76 per hour
Ten (16) Dispatchers **/****		24.16-28.15 per hour
Eight (8) Dispatchers (PT)		24.16-28.15 per hour
Four (4) Clerk II***		25.95-27.57 per hour
Four (4) Clerk I		21.45-25.20 per hour
One (1) Body Camera Analyst (PT)		12.00-27.84 per hour
One (1) Animal Control Officer		21.98-25.76 per hour
One (1) Animal Control Officer (PT)		21.98-25.76 per hour
One (1) Park Ranger****		26.77-29.05 per hour
Five (5) Park Rangers (PT)		26.77-29.05 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)		9.30-19.75 per hour

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

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

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

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

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

Three (3) Captains***		37.13-39.46 per hour
Nine (9) Lieutenants**/*** (See note below)		33.36-36.52 per hour
Thirty (30) Firefighter/Paramedics*/** (See note below)		21.50-33.91 per hour
Seventy-Five (75) Firefighter/EMT (PT)****		17.84-20.20 per hour
Two (2) Safety Inspectors (PT)		12.00-22.00 per hour
One (1) Clerk II		25.95-27.57 per hour

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

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

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

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

Note – The number of Fire personnel for these two (2) positions together will increase by twelve (12) provided the City is awarded a SAFER Grant in 2021. If not, the number of Fire personnel in these two positions together will increase by nine (9).

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

A. Construction Services

One (1) Clerk II		25.95-27.57 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)		9.30-19.75 per hour

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

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

B. Engineering Services

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

C. Municipal Building Maintenance

One (1) Custodial Worker*		22.93-25.46 per hour
One (1) Maintenance Worker/Laborer**		24.23-33.70 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour

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

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

D. Division of Streets and Transportation

Twenty-Two (22) Maintenance Worker/Laborers **/**		24.23-33.70 per hour
Four (4) Laborers (Temp/PT)		9.30-19.75 per hour
One (1) Clerk II		25.95-27.57 per hour

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

***Traffic Signal Technician appointed by management to receive an additional \$1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*		26.82-31.48 per hour
One (1) Clerk II		25.95-27.57 per hour

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

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

A. Administration and Recreation

One (1) Clerk II**		25.95-27.57 per hour

One (1) Clerk I		21.45-25.20 per hour
Five (5) Clerks (PT)		9.30-19.75 per hour
Six (6) Recreation Programmers (PT)		9.30-22.70 per hour
One (1) Farmer's Market Supervisor (PT)		9.30-22.70 per hour
Four (4) Facility Attendants (PT)		9.30-19.75 per hour
Five (5) Cashiers (PT)		9.30-19.75 per hour
Forty (40) Recreation Leaders (PT)		9.30-19.75 per hour

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

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		24.23-33.70 per hour
Sixteen (16) Laborers (Temp/PT)		9.30-19.75 per hour

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

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)		9.30-22.70 per hour
Eight (8) Cashiers (PT)		9.30-19.75 per hour

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)		9.30-22.70 per hour
Two (2) Senior Lifeguards (Temp)		9.30-19.75 per hour
Forty-Four (44) Lifeguards (Temp)		9.30-19.75 per hour
Two (2) Cashiers (PT)		9.30-19.75 per hour

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		25.71-31.94 per hour
One (1) Greenskeeper*		29.90-32.69 per hour
Seventeen (17) Laborers (Temp/PT)		9.30-19.75 per hour
Four (4) Pro Shop Supervisors (PT)		9.30-22.70 per hour
Fifty (50) Cashiers (PT)		9.30-19.75 per hour

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

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

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

A. Wastewater Division

One (1) Clerk II		25.95-27.57 per hour
Two (2) Laboratory Technicians *****		23.89-34.91 per hour

(55% of wages charged to Sewer Fund; 45% charged to Water Fund.)		
One (1) Construction Inspector*		34.07-35.44 per hour
Sixteen (16) Operator/Maintenance Workers */***		24.19-33.79 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		9.30-19.75 per hour

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

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

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

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

B. Water Division

One (1) Clerk II		25.95-27.57 per hour
~~Three (3) Meter Readers**/**~~ (55% of wages charged to Water Fund; 45% charged to Sewer Fund.)		~~27.17-28.60 per hour~~
~~SEVENTEEN (17) Fifteen (15)~~ ~~Operator/Maintenance Workers */***~~		25.71-35.12 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)		9.30-19.75 per hour

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

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

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

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

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

Twenty-Five (25) Employees (Temp or PT)		9.30-19.75 per hour

- Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.

- Sec. 15 The City Manager is authorized to hire up to one additional person for each position authorized in this Ordinance to allow for overlap training and transitioning. Generally, such instances would

occur when a current employee has given notice of retirement or resignation and a replacement not currently employed by the City is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Attachment: Hourly Ord 4-25-2022 [Revision 1] (3172 : Hourly Wage Ordinance)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$5,000 for geotechnical and testing services (existing contract);
 \$19,719 for SwimSafe Pool Management contract addendum;
 \$48,177 for replacement of police tasers;
 \$44,285 for engineering agreement for Pleasant Avenue;
 \$132,150 for final engineering and structural design plans of Harbin Park Phase II improvements;
 \$513,080 for purchase of Vactor Sewer Cleaning Truck;
 \$198,903 for 2022 Case CE 721G Wheel Loader;
 \$101,192 for Freightliner 108SD single axle truck cab and chassis;
 \$105,636 for Kobelco SK55SRX-6E Track Excavator;
 \$597,682 for replacement of roof and HVAC at Public Works main building;
 \$134,979 for outfitting of snow plow truck;
 \$234,475 for purchase of vehicles;
 \$66,690 for purchase of floor scrubber.

Financial Impact: \$2,201,968.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriations.042522
2. Contractual 4-25-Ord



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Geotechnical and Testing Services Appropriation

Legislation Title:

Geotechnical and Testing Services Appropriation

Recommendation:

It is recommended that City Council authorize an appropriation of \$5,000.00 from the Street Improvement Fund to perform this work through a purchase order for Geotechnology, Inc.

Background/Synopsis:

The City has a need for testing services as it relates to infrastructure construction projects scheduled in the Capital Improvement Program. The procedure to enter into individual contracts for testing services on various City projects is sometimes not practical as it can be time consuming, costly, and would adversely affect the continuity and quality of testing contracted by the City. Geotechnical for larger projects is often incorporated in those individual design teams but this contract could be used for those as well if it is in the City's best interest to do so.

The current contract is with Geotechnology, Inc. of Forest Park, Ohio and expires in the fall of 2022.

The 2022-2026 Capital Improvements Program has several projects scheduled for construction over the next several years that will require contracted testing services. Public Works is the primary user of this contract but other departments may require services that fall under this contract.

This project is programmed in the current 2022-2026 Capital Improvement Program as 2PW10.

Financial Impact:

\$5,000.00 from the Street Improvement Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Law Enforcement Fund	\$48,177
To:	21131025-253200 Capital Equipment (Taser Upgrade Program (Police) 2PD02)	\$48,177
From:	Unappropriated Street Improvement Fund	\$49,285
To:	40116025-252000 Improvements Other Than Building (Pleasant Ave (Wessel to Patterson) Engineering 2PW34)	\$44,285
To:	40116023-233300 Engineering Services (Geotechnical and Testing Services 2PW10)	\$5,000
From:	Unappropriated Capital Improvement Fund	\$1,533,921
To:	40216025-252000 Improvements Other Than Bldg. (Replace Roof and HVAC at Public Works Main Bldg. 2FC61 (\$597,682))	\$597,682
To:	40216025-253100 Automotive Equipment (Replacement of Floor Scrubber (Streets) 2FT66 (\$66,690); Replacement of Case Loader (Streets) 2FT67 (\$198,903); Replacement of Snow Truck (Streets) 2FT61 (\$101,192); Outfitting of Snow Truck (Streets) 2FT61 (\$134,979); Replacement of Truck for Engineering 2FT05 (\$45,740); Replacement of Truck for Parks 2FT51 (\$51,565);	\$736,239

Attachment: Contractual 4-25-Ord [Revision 1] (3181 : Contractual Appropriations)

*Replacement of 2 Trucks for Streets 2FT62
(\$137,170))*

From:	Unappropriated Park Development Fund	\$132,150
To:	41316023-233300 Engineering Services (Harbin Park Phase II Engineering 2PR10)	\$132,150
From:	Unappropriated Water Surplus Fund	\$105,636
To:	60516025-253200 Capital Equipment (Replacement of Back Hoe (Water) 2FT27)	\$105,636
From:	Unappropriated Sewer Surplus Fund	\$513,080
To:	62416025-253100 Automotive Equipment (Replacement of Sewer Vacuum Truck 2FT45)	\$513,080
From:	Unappropriated Recreational Facilities Fund	\$19,719
To:	64052023-233900 Other Professional Services (SwimSafe Pool Management Contract Addendum)	\$19,719

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

Attachment: Contractual 4-25-Ord [Revision 1] (3181 : Contractual Appropriations)

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Contractual 4-25-Ord

Attachment: Contractual 4-25-Ord [Revision 1] (3181 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

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

Recommendation:

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

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

\$15,000 for Pedestrian Crossing at River Road near Mississippi Drive;
 \$7,740 for well abandonment;
 \$20,614 for engineering for Route 4 sidewalk and drainage plans;
 \$20,000 for miscellaneous traffic signal upgrades/spare parts;
 \$16,500 for station monitors at Fire Department;
 \$45,000 for replacement fire hose and fire equipment;
 \$50,000 for beautification/landscaping at Fairfield Greens (multiple vendors);
 \$14,724 for purchase of Toro Zero Turn Mower (Public Works);
 \$50,000 for kitchen improvements and maintenance at Fairfield Greens (multiple vendors);
 \$25,000 for Village Green Park/Town Center improvements;
 \$50,000 for landscaping updates at various parks (multiple vendors);
 \$85,000 for Parks & Recreation facilities maintenance (multiple vendors);
 \$29,430 for engineering for Patterson Drive;
 \$50,000 for blacktop/overlay at Fairfield Greens (multiple vendors);
 \$100,000 for mowers and equipment replacement (multiple vendors).

Financial Impact: \$579,008.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.042522
2. NonContractual 4-25-Ord



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Pedestrian Crossing at River Road near Mississippi Drive

Legislation Title:

Pedestrian Crossing at River Road near Mississippi Drive

Recommendation:

It is recommended that City Council authorize an appropriation of \$15,000.00 from the Capital Improvement Fund for materials, equipment, and labor needed to install pedestrian crossing signs with rectangular rapid flashing beacons.

Background/Synopsis:

This project is to install pedestrian crossing signs with rectangular rapid flashing beacons for the existing crossing of River Road at Mississippi Drive.

These signs and beacons would be similar to those on River Road near Groh Lane, on Wessel Drive in Village Green, on Wessel Drive near the Municipal Building, on Resor Road near Windemere, and a few other locations throughout the City.

The existing crosswalk has in-ground lights that have been problematic to keep operational and the replacement proprietary lights have become cost prohibitive. Staff recommends changing out to the same signs with rectangular rapid flashing beacons that are much more common in Fairfield and in surrounding communities.

This project is in the proposed Capital Improvements Program and is included in the 2022-2026 CIP as 2PW47.

City personnel and Capital Electric will install foundations and the hardware necessary to put these into service.

Financial Impact:

\$15,000.00 from the Capital Improvement Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. River Road near Mississippi Drive





City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Well Abandonment

Legislation Title:

Well Abandonment

Background/Synopsis:

The source of the City of Fairfield's drinking water supply is the Great Miami Buried Valley Aquifer (GMBVA). The Aquifer was formed millions of years ago when glaciers deposited debris, known as glacial till, in the Miami Valley. The Aquifer is recognized as a Sole Source Aquifer by the United States Environmental Protection Agency; as such, it is critical to protect the Aquifer and avoid contamination.

The City's Wastewater Treatment Plant was originally constructed with two water production wells which haven't been in service since the mid 1970's. These wells serve as a direct conduit to the GMBVA and need to be properly abandoned. A recent inspection by the Manager of the Ground Water Consortium resulted in a recommendation to the City to abandon the wells as soon as practical.

Wastewater Division staff has selected Moody's of Dayton Inc. to properly abandon the wells per the attached cost proposal.

Financial Impact:

An appropriation in the amount of \$7,740.00 is being requested for the abandonment of two production wells at the City's Wastewater Treatment Plant.

Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project number 2WW23, Well Abandonment. The funding source is the Sewer Surplus Fund.

Attachments:

1. Fairfield Well WWTP Abandonment

MOODY'S of Dayton, Inc.



4359 INFIRMARY ROAD
MIAMISBURG, OHIO 45342-1231

PHONE AC 937-859-4482

FAX AC 937-859-4522

www.moodysofdayton.com

November 29, 2021

City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Subject: WWTP Well Abandonment

Attention: Mr. Jason Hunold

Moody's of Dayton, Inc. is pleased to respond to your request for a quote to abandon the two old production wells on-site. The following are the costs to abandon and seal the subject wells in accordance to the ODNR and OEPA standards and guidelines:

WELL ABANDONMENT

Labor:

30	Hrs	Two men, crane, etc. - remove well pump, motor, bail debris, and grout per OEPA and ODNR regulations, @ \$200.00/hr.....	\$ 6,000.00

Materials:

4	Yds	Bentonite Cement @ \$310.00/yd	\$ 1,240.00
10	Tons	Chlorinated silica @ \$50.00/tn.....	\$ 500.00
TOTAL PROJECT COST			\$7,740.00

- Includes report and permits to ODNR and OEPA
- Work at the site will take seven days

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

Respectfully,

Michael Spicer
Vice President/Geologist

ACCEPTED BY: _____ DATE: _____

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Engineering Appropriation for Route 4 Sidewalk and Drainage Plans

Legislation Title:

Engineering Appropriation for Route 4 Sidewalk and Drainage Plans between Camelot and Nilles

Recommendation:

It is recommended that City Council authorize funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into an agreement with Fishbeck to develop final plans with Phase 2 of the attached scope of services. Fishbeck will design the improvements to make drainage improvements in the area of 5209 Dixie Highway and sidewalk improvements for approximately 1650 feet between Camelot Drive and Nilles Road on the westerly side of Route 4.

This section of Route 4 has little to no sidewalk on either side of the road and has quite a lot of pedestrian traffic including school age pedestrians. It appears that there is enough right of way on the west side of Route 4 that this project could be designed without the need for any right of way acquisition.

This area was identified as a priority in the Fairfield Connects connectivity plan and this project is in alignment with the goals identified during that study.

The City may investigate applying for outside funding for this project based on timing and construction cost after the project has been further developed by late 2022. Construction may be tied to future grant opportunities.

This engineering project is programmed in the current 2022-2026 CIP as 2PW21.

Financial Impact:

\$20,614.00 in total funding from the Street Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. SR4_Walk_Improvements_Design Proposal
2. Route 4 Sidewalk Schematic

April 5, 2022

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

Proposal for Professional Services State Route 4 Sidewalk Addition Phase 2

Dear Nick:

Fishbeck is pleased to provide professional engineering services to the City of Fairfield (City) for the referenced project. Professional surveying services were previously provided by Fishbeck for Phase 1 in late 2021.

Scope of Services

Based on our site walkthrough with the City on September 30, 2021, our understanding of the scope is as follows. This project includes the addition of sidewalk on the south side of State Route (SR) 4 from the easternmost drive of the Fairfield Pavilion to the northwest, approximately 1,650 feet, to the intersection with Nilles Road. Some minor storm work including removal of headwalls, removal of paved gutter, and piping/filling of open channel will also occur in front of the Good Year Auto Arena building.

Design assumptions consist of the following: the alignment of the sidewalk will vary as necessary to minimize impacts to the adjacent properties, utilities, and existing drainage patterns. The sidewalk shall have a maximum longitudinal slope of 5% and maximum cross slope of 1.5%. Maintaining a minimum tree lawn width of six feet is desired if possible. A maximum slope for grading of 3:1 is preferred. The sidewalk will not go through any existing driveways within the project corridor (walk will terminate then begin on other side of drives). At the Nilles intersection, the new sidewalk will connect to the existing walk just southwest of the existing traffic cabinet. This walk will then “snake” around the traffic cabinet and between poles and guy anchors. Curb cuts will be placed where the walk segments terminate at the Speedway drives along SR 4. Three new structures are anticipated for piping and filling the open channel in front of the Good Year Auto Arena building. The existing CPP running behind the building will be tapped into the new sewer.

The phase 2 services will include the development of construction plans and an engineer’s opinion of probable construction costs. Fishbeck anticipates submitting the plans and costs at the 50% design completion and 100% design completion stages.

As previously discussed, Fishbeck will not provide geotechnical services for this project, and the City will obtain work agreements as necessary for any grading taking place behind the right-of-way. Construction plans will include the sheets listed in the attached Proposed Consultant Fee Summary.

Professional Services Fees

Fishbeck proposes to perform the referenced services for a lump sum fee of Twenty Thousand Six Hundred and Fourteen Dollars (\$20,614). The breakdown of costs is attached in the Proposed Consultant Fee Summary.

Nicholas Dill, PE
April 5, 2022

Fishbeck | Page 2

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS

Project Manager

Attachments

By email

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

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Proposed Consultant Fees Labor and Summary

Project: SR4 Walk Addition (from Camelot to Nilles) Phase 2

Client: City of Fairfield

Consultant: Fishbeck

Date: 4/5/2022

Legend and Billing Rate (Year 2021)

Personnel Category	Rate
S1 = Surveyor	\$145
PE = Civil Engineer, PE	\$126
E = Staff Engineer, EI	\$98
PM = Senior Project Manager, PE	\$182
PS = Senior Surveyor, PS	\$182

ENGINEERING SERVICES**Design & Plan Development**

	PM	PE	E	PS	S1	Total Hours	Total Cost
Title Sheet (1)	1	1	2			4	\$504
Schematic Plan (1)		1	2	1		4	\$504
Typical Walk Sections (1)		1	1			2	\$224
General Notes and Details (1)		2	2			4	\$448
General Summary (1)		1	2			3	\$322
Walk Plan Sheets (3)		16	30			46	\$4,956
Walk Sections (Spacing will Vary) (4)		24	56			80	\$8,512
Utility Coordination & Data Collection		4			4	8	\$1,084
Engineer's Opinion of Probable Construction Cost		8				8	\$1,008
Internal Reviews (QA/QC)	4	2	2			8	\$1,176
Meetings	4	4				8	\$1,232
Plan Reviews & Modifications		2	4			6	\$644
Subtotal	9	66	101	1	4	181	\$20,614

Total Engineering Costs: \$20,614

Total Phase 2 Services: \$20,614

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Professional Services Agreement

PROJECT NAME State Route 4 Sidewalk Addition, Phase 2
FISHBECK CONTACT Joshua Mihelcic, PE, PS
CLIENT City of Fairfield
CLIENT CONTACT Nicholas Dill, PE
ADDRESS 8870 North Gilmore Road, Fairfield, OH 45014

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Engineering services for construction plans and an opinion of probable construction costs as described in the attached proposal dated April 5, 2022.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
☒ Proposal dated 4/5/2022.
☐ Other:

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
☐ Hourly Billing Rates plus Reimbursable Expenses
☐ Other:

Budget for Above Scope of Services: Twenty Thousand Six Hundred and Fourteen Dollars (\$20,614).

ADDITIONAL PROVISIONS (IF ANY): N/A

APPROVED FOR:

City of Fairfield

BY: _____

TITLE: _____

DATE: _____

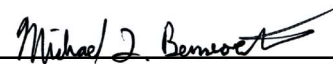
ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____



Vice President

April 5, 2022

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

Terms and Conditions for Professional Services

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

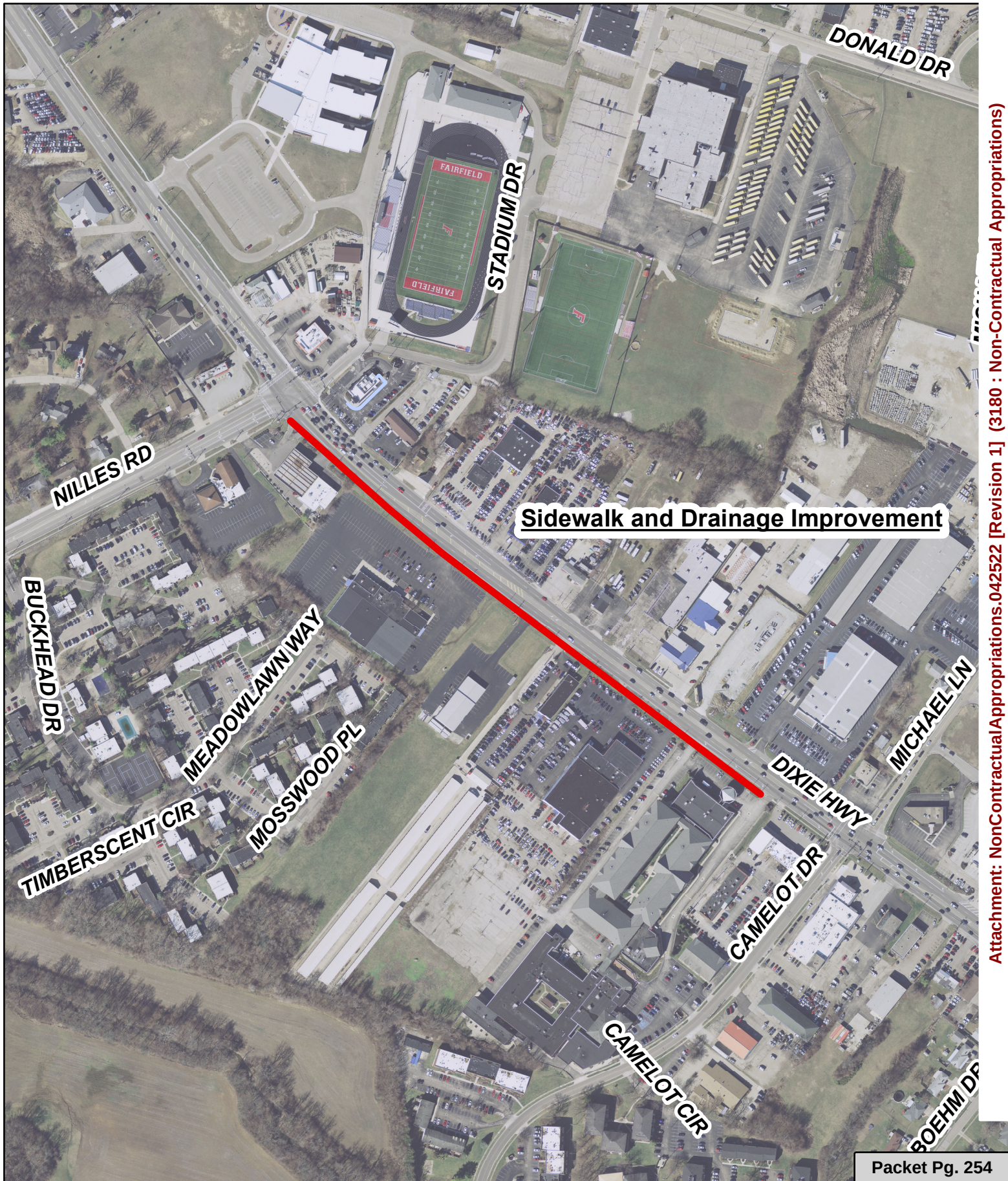
Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services





City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Miscellaneous Traffic Signal Upgrades / Spare Parts

Legislation Title:

Miscellaneous Traffic Signal Upgrades / Spare Parts

Recommendation:

It is recommended that City Council authorize an appropriation of \$20,000.00 from the Street Improvement Fund for miscellaneous traffic signal upgrades and spare parts.

Background/Synopsis:

This project is to complete small improvements that are beyond signal maintenance, but not large enough to necessarily be their own projects. Many of these smaller type projects are the result of maintenance observation and should be addressed as expediently as possible.

Work included in this item often includes purchase orders for TMS Engineers or other consultants to assist the City's Traffic Signal Technician in making adjustments to timing and other troubleshooting for the City's central traffic system.

This project is in the proposed Capital Improvements Program and is included in the 2022-2026 CIP as 2PW02. Staff will procure multiple quotes for larger projects and when it is in the City's best interests.

This work will be to make minor miscellaneous upgrades such as reconfiguring signs and signals in accordance with safety study recommendations. This project will also include the purchase of spare parts including traffic cameras, pre-emption microphones and pedestrian signal equipment.

With the City having a proprietary Central Traffic System, there is a uniformity of many of the items at the signal and in the traffic control cabinets. It is often more practical to buy and maintain just one type of equipment that is interchangeable City-wide.

Financial Impact:

\$20,000.00 from the Street Improvement Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

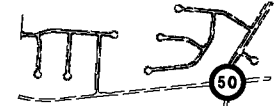
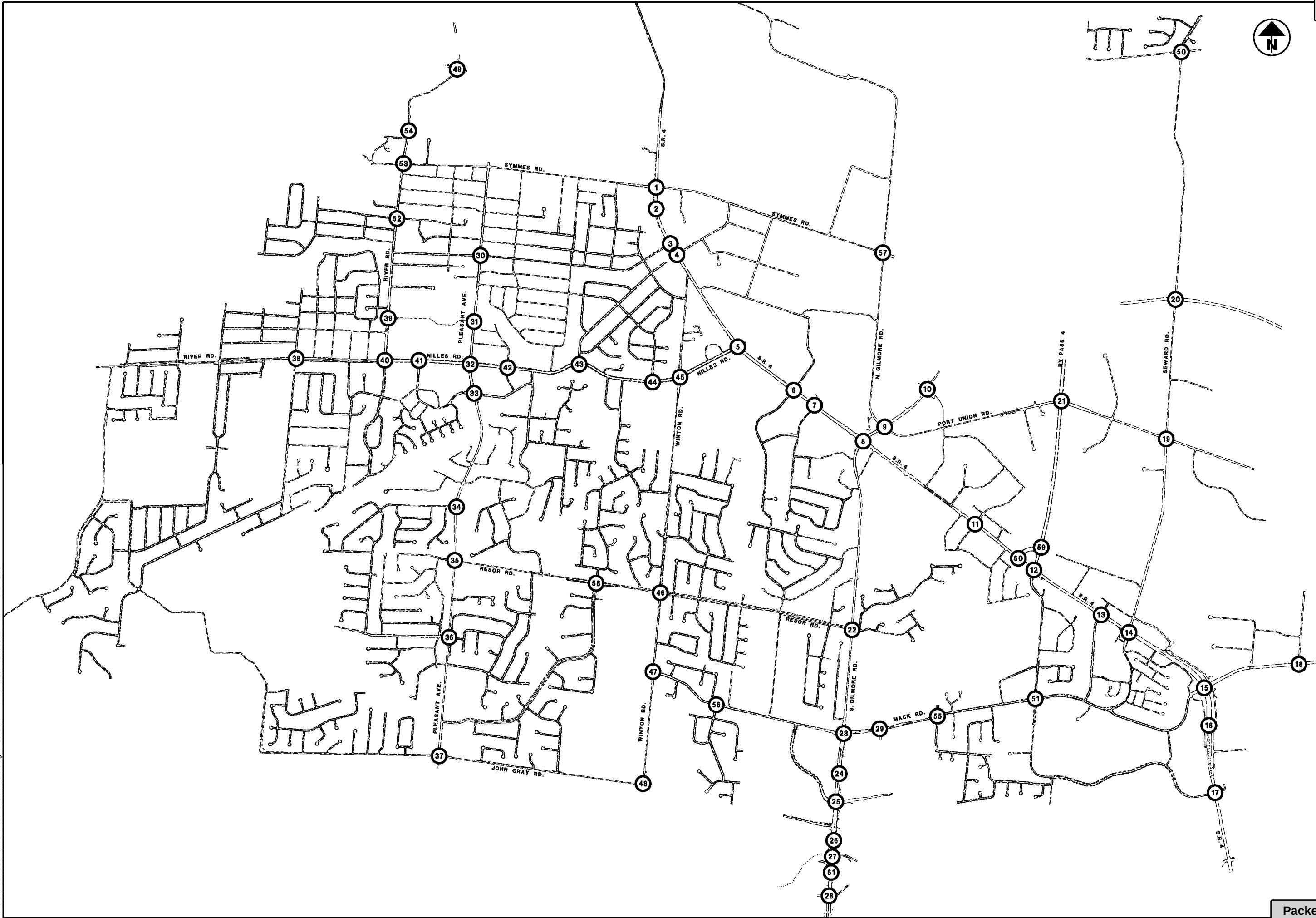
No

Emergency Provision Needed:

No

Attachments:

1. 98771 - Fairfield ITS Phase 2 tage III Plan Submission 11x17 2





City Council Action Item
Regular Meeting - April 25, 2022

Submitted by: Don Bennett,
Submitting Department: Fire

Subject:

Station Monitors

Legislation Title:

Station Monitors

Recommendation:

The fire department has the capability to receive and monitor dispatch information as well as vehicle status and location. The funding provided will allow for the installation of monitors in various locations within the three fire stations. This is a non-contractual appropriation in the amount of \$16,500.00.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Action Item
Regular Meeting - April 25, 2022

Submitted by: Don Bennett,
Submitting Department: Fire

Subject:

Replacement Fire Hose and Fire Equipment

Legislation Title:

Replacement Fire Hose and Fire Equipment

Recommendation:

This is a biannual project to allow for the replacement of fire hose and other firefighting equipment that has or is approaching the end of its service life. This equipment is being replaced due to the cost of repairs, or its inability to be repaired. An appropriation of \$45,000 is requested for this project.

Rule Suspension Requested:

Emergency Provision Needed:



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Beautification/Landscaping at Fairfield Greens

Legislation Title:

Beautification/Landscaping at Fairfield Greens

Background/Synopsis: In the Parks and Recreation Board's 2022 – 2026 Capital Improvement Program, a series of improvements at the Fairfield Greens Golf Courses and Fairfield Aquatic Center are included as part of its 2022 CIP projects (2RC01). The improvements include the removal/replacement of overgrown brush/trees, landscaping, fencing 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 \$50,000 for the purchase of materials and services for the 2022 projects.

FINANCIAL IMPACT: An appropriation of \$50,000 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 2022 season.



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Toro Zero Turn Mower #2941 (Public Works)

Legislation Title:

Purchase of Toro Zero Turn Mower for Public Works Department

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$14,724 from the Capital Improvement Fund for the purchase of a Toro Zero Turn Mower from Al-Joes Pet and Garden Center Inc.

Background/Synopsis:

This request is for the purchase of a Toro Z Master 6000 31 Hp 60" Deck Mower. This unit will replace unit #2941, a 2015 Toro Z Master Mower, due to age and condition. Unit #2941 will be auctioned.

Financial Impact:

\$14,724 (\$14,224 for the mower + \$500 for Street fleet needs and contingencies) from the Capital Improvement Fund. This unit is listed in the 2022 CIP as # 2FT69 Replacement of Mowers (Streets) (\$15,000).

Emergency Provision Explanation:

Rules Suspension is being requested to facilitate the purchase of this unit to be used this summer.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Al-Joes

S A L E S O R D E R

PAGE: 1

Al-Joe's Lawn & Garden

4902 Union Centre Pavilion Drive
West Chester, Ohio 45069
513-795-8955
aljoeslawnandgarden@gmail.com

PHONE #: (513)867-4225

CELL #: (513)319-8560

ALT. #: (513)319-8560

P.O.#:

TERMS: 10th of the month

SALES TYPE: Sales Order

CP: GaryG

SALES REP: GaryG

DATE: 3/31/2022

ORDER #: 1448644

CUSTOMER #: 19663

LOCATION: 3

STATUS: Waiting on Part

BILL TO 19663

Fairfield Streets Department
5350 Pleasant Avenue
Fairfield, OH 45014 USA

SHIP TO

Fairfield Streets Department
5350 Pleasant Avenue
Fairfield, OH 45014 USA

MFR	PRODUCT NUMBER	DESCRIPTION	ORD	SOLD	B/O	PRICE	NET	TOTAL
TOR	72960	Z Master 6000 31Hp Kawasaki Fx W/60" Tf Deck	1		1	\$17,338.99	\$13,825.00	\$13,825.00
AJ	ESP	Equipment Setup and Preparation	1		0	\$50.00	\$0.00	\$0.00
AJ	PAP	Purchase Advantage Program Purchase	1		0	\$0.00	\$0.00	\$0.00
GTM	NQD-TG3-5260	Nqd-Tg3-5260 Toro Z Master Titan Hd 52",60",72" Chute Cover	1		0	\$399.00	\$399.00	\$399.00
****	LABOR	Labor state bid plus	1		0	\$40.00	\$0.00	\$0.00

Thank you for your business!
Hours M-F 8:30-6:00 pm Sat 8:30-5:00 pm (Hamilton)
M-F 8-6 pm Sat 8-1 (West Chester)
513-894-3291 aljoessales@gmail.com

SUBTOTAL: \$14,224.00
TAX: \$0.00
ORDER TOTAL: \$14,224.00
BALANCE REMAINING: \$14,224.00

Picked Up By: _____



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Kitchen Improvementws & Maintenance at Fairfield Greens

Legislation Title:

Kitchen Improvementws & Maintenance at Fairfield Greens

BACKGROUND/SYNOPSIS: The appropriation of funds for miscellaneous kitchen improvements and repairs at the Fairfield Greens Golf Courses is an annual expenditure that is funded under the Capital Improvement Program (CIP). The funds are needed to purchase commercial food prep tables, commercial fryers for use with our Food & Beverage Operation as well as plumbing upgrades/replacement at South Trace Clubhouse. The cost for these pieces of equipment and services is \$50,000 and will be purchased from various vendors. These items are programmed in the 2022 CIP as 2RC15.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$50,000 for the purchase of equipment.

FINANCIAL IMPACT: An appropriation of \$50,000 will be needed to purchase the necessary equipment and services.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for the necessary equipment in order to remain seamless with our operations and customer service.

Attachments:

1. Kollstedt_plumbingsouth

Kollstedt Plumbing

5692 Lake Michigan Drive
Fairfield, OH 45014

Phone: 513-505-7385

Wes: 513-505-7385

Estimate

DATE	ESTIMATE #
12/1/2021	1337

NAME / ADDRESS
Fairfield City Of 411 Wessel Drive Fairfield, Ohio 45014

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
South Trace Golf: Install Rinnia Tankless water heaters, 2 Recurring pumps, all lavs install mixing valves		14,500.00	14,500.00
Thank you for your business.		TOTAL	\$14,500.00

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:

Village Green Park/Town Center

Legislation Title:

Village Green Park/Town Center

Background/Synopsis: In the Parks and Recreation Board's 2022 – 2026 Capital Improvement Program, a series of improvements at the Village Green/Town Center are included as part of its 2022 CIP projects (2PR02). The improvements include the removal/replacement of overgrown brush/trees, masonry/stone repairs, painting, landscaping and other miscellaneous beautification projects. These projects will be completed by 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 \$25,000 for the purchase of materials and services for the 2022 projects.

FINANCIAL IMPACT: An appropriation of \$25,000 will be needed to purchase materials and services to complete projects.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary projects to be completed this Spring.



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:

Landscaping Updates Parks

Legislation Title:

Landscaping Updates Parks

Background/Synopsis: In the Parks and Recreation Board's 2022 – 2026 Capital Improvement Program, a series of landscape improvements are included as part of its 2022 CIP projects (2PR25). The improvements include upgrades to irrigation systems, landscaping at various parks and other miscellaneous beautification projects. These projects will be completed by 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 \$50,000 for the purchase of materials and services for the 2022 projects.

FINANCIAL IMPACT: An appropriation of \$50,000 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 this Spring.



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Facilities Maintenance

Legislation Title:

Facilities Maintenance

BACKGROUND/SYNOPSIS: The appropriation of funds for miscellaneous improvements and repairs at Parks and Recreation Facilities is an annual expenditure that is funded under the Capital Improvement Program (CIP). These funds are needed for electric upgrades at the Elisha Morgan Mansion Patio/Gate, exterior wash of the CAC, restoration of the Elisha Morgan Mansion Floors, fuel cell at Parks Maintenance Facility, electric/heaters for Park Restrooms, and other miscellaneous improvement projects. The total cost for these projects is \$85,000. These items are programmed in the 2022 CIP as 2PR21.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$85,000 for the purchase of equipment.

FINANCIAL IMPACT: An appropriation of \$85,000 will be needed to purchase materials and services.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary projects without delay in order to reduce service interruption to our residents/customers.

Attachments:

1. cincinnatiflooring_EMM
2. Gesell_EMMgate
3. Gesell_EMMlightsfans
4. greatamericansoftwash_cac



5162 Broerman Avenue
Cincinnati, OH 45217

PH 513.641.4500
FAX 513.482.4204

PROPOSAL

Rodney Jones
Fairfield Parks and Rec

Mansion Wood Floor

PROPOSAL NO: 4-13-22-3

We propose to prepare the existing wood surface to receive new finish. We will then furnish and install semi-gloss, oil-based finish on the wood floors that we discussed.

Total Cost: \$7,150.00 (1 coat)

Total Cost: \$13,500.00 (2 coats)

NOTE: This includes our 1 year standard warranty.

NOTE: We assume the work to take place during normal business hours.

NOTE: This will be a down time of roughly 2 weeks of your facility.

Thank you for the opportunity you have given Cincinnati Floor Company to provide this proposal. **To accept this proposal, please review the Terms and Conditions, sign and return one executed copy to our office. It is our company's policy to have a signed Proposal on file before we can schedule or commence work.** Should you have any questions, please do not hesitate to contact me at (513) 641-4500. We look forward to working with you on this project.

This proposal accepted:

BY: _____

ITS: _____

DATE: _____

Respectfully submitted,

BY: Jason T. Bebout

ITS: Regional Sales Manager

DATE: April 13, 2022

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)



Terms & Conditions

1. This proposal shall be effective for a period of 30 days from the date herein. If not accepted within this period, this proposal shall be considered withdrawn.
2. This proposal, upon acceptance, is subject to the satisfactory credit approval by the Cincinnati Floor Company. If, for any reason, the customer's credit is not acceptable, then this proposal may be voided by the Cincinnati Floor Company by giving notice to the contractor (or customer).
3. This proposal and all of its terms and conditions shall be attached to and become part of any contract entered into by the Cincinnati Floor Company. The conditions herein shall take precedence over any other contract, terms or agreements unless specifically amended and agreed to by the Cincinnati Floor Company.
4. This proposal is based upon the satisfactory payment performance by the contractor (or customer) on any previous job, whether completed or uncompleted. Failure of the contractor (or customer) to meet its contractual agreement for payment on this or previous jobs shall be considered breach of this contract and the Cincinnati Floor Company may consider this agreement terminated by giving notice to the contractor (or customer).
5. All invoices shall be due and payable within seven (7) days from receipt of invoice, no anticipation or discount allowed, unless terms to the contrary have been made in writing and agreed upon by both parties.
6. This proposal is not subject to any back charges, fees or other expenses unless such items have been made in writing and approved by the Cincinnati Floor Company.
7. Should any amount remain past due after the agreed payment date, this proposal is subject to a 1 ½% per month service charge of the unpaid balance, and such charges shall be considered a part of the proposal. Any breach of paragraphs eight (8) or nine (9) shall subject such sums to service charges as outlined in this paragraph.
8. Upon acceptance of this proposal, the contractor (or customer) agrees that at any time the percentage of retainage is reduced by the architect, owner or lessee, the contractor (or customer) shall remit any amount being withheld as retainage less the reduced percentage.
9. At such time, and no longer than 15 days thereafter that the contractor (or customer) shall have received his final draw or the architect, owner or lessee shall have accepted the project, whichever is earlier, the contractor (or customer) shall remit all sums due and unpaid to the Cincinnati Floor Company.
10. The Cincinnati Floor Company may, without prior notice or penalty for delay, stop all labor and material on this project when the contractor (or customer) has breached the terms and condition of payment, and the contractor (or customer) shall defend and hold harmless the Cincinnati Floor Company against all parties who shall claim damages against them for this action in any court of law or in any jurisdiction.
11. It is agreed that all material shipped to this job shall be invoiced and paid for prior to the commencement of this work.
12. If a dispute arises, non-binding mediation would be used prior to arbitration.
13. A waiver by the Cincinnati Floor Company of any of the foregoing terms and conditions shall not be considered a waiver of any other term or condition.

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO

COMPANY: City of Fairfield
NAME: Rodney Jones
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PHONE: 513-896-8424

WORK TO BE PERFORMED AT

JOB NAME: Gilbert Farms Park
STREET: 6181 Ross Road
CITY: Fairfield, Ohio 45014
PROJECT: Power For New Gate
DATE: 3-21-2022

We hereby propose to furnish all materials and perform all labor necessary for the completion of; _____

To install a new single phase 240volt 20amp circuit for the new gate at Gilbert Farms Park. We will utilize existing conduit that feeds the pole lights in the park. We will pull new wire to feed the gate in this pipe to the last light near the gate, from here we will trench over to the gate opener and hook it up. We will feed this circuit from the panel in the basement of the house. This price is assumes the existing pipe is all still intact and is a viable raceway that we can utilize for this circuit.

NOTE: This price includes permit and inspection fees.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of \$ 5,760.00

Five thousand seven hundred and sixty dollars

Payment to be made as follows:

Within thirty days of completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Hyle Broemare

Of: Gesell Electric Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: _____ Signature _____

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO

COMPANY: City of Fairfield
NAME: Rodney Jones
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PHONE: 513-896-8424

WORK TO BE PERFORMED AT

JOB NAME: Elisha Morgan Mansion
STREET: 6181 Ross Road
CITY: Fairfield, Ohio 45014
PROJECT: Patio Fans and Lights
DATE: 12-9-2021

We hereby propose to furnish all materials and perform all labor necessary for the completion of; _____
To provide and install 4 new black ceiling fan under awning on the side of the mansion. These fans will be switch controlled, we will mount the switches on the side of the mansion. Fairfield will supply the fan mounting boxes. We will also install 4 GFCI protected plugs to power lights under the awning, these plugs will also be switch controlled and the switch will be next to the fan switches.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of \$ 6,580.00

Six thousand five hundred and eighty dollars

Payment to be made as follows:

Within thirty days of completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broecker
Of: Gesell Electric Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: _____ Signature _____

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)



Great American Soft Wash

City of Fairfield
411 Wessel Dr
Fairfield, OH 45014

✉ rjones@fairfieldoh.gov

ESTIMATE	#2106
ESTIMATE DATE	Dec 13, 2021
TOTAL	\$8,000.00

11.E.5.a

CONTACT US
1800 Pheasant Hills Dr.
Loveland, OH 45140

☎ (513) 867-0300
✉ casey@greatamericansoftwash.com

ESTIMATE

Services	amount
Exterior Building Wash	\$7,500.00
Soft wash and rinse all limestone around the building. surfaces include the chair rail trim, window sills and building ridge trim.	
Brick will be spot cleaned where its needed. All troubled green and black staining areas will be removed from the entire building.	
Two glass entryways will be cleaned of all algae, cob webs and dirt. after the soft cleaning process a spot free window cleaning will be preformed to all exterior windows.	
Front balcony area not included only the brick columns and limestone included	
Materials	amount
lift rental fee approximate	\$500.00
Subtotal	\$8,000.00
Total	\$8,000.00

Thank you for your business.

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 25, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Engineering Appropriation for Patterson Drive

Legislation Title:

Engineering Appropriation for Patterson Drive between River Road and the VFW Building

Recommendation:

It is recommended that City Council authorize funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into an agreement with Fishbeck to develop final plans with Phase 2 of the attached scope of services. Fishbeck will design the improvements to widen the existing two lane section to three lanes between River Road and the VFW Building at 465 Patterson Drive.

This section of Patterson Drive has been unimproved while most of the remainder of the roadway has been widened over the years. The project to improve Patterson Drive will consider the goals established in the Fairfield Forward Comprehensive Plan.

The City of Fairfield is working to implement this improvement that would improve access management and better accommodate future development.

The City may investigate applying for outside funding for this project based on timing and construction cost after the project has been further developed by late 2022. Construction may be tied to a future development project.

This engineering project is programmed in the current 2022-2026 CIP as 2PW22.

Financial Impact:

\$29,430.00 in total funding. \$15,000 from the Citywide Redevelopment Fund and \$14,430 from the Street Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Patterson Drive Schematic
2. Patterson_Improvements_Design Proposal



April 5, 2022

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

Proposal for Professional Services Patterson Boulevard Improvements Phase 2

Dear Nick:

Fishbeck is pleased to provide professional engineering services to the City of Fairfield (City) for the referenced project. Professional surveying services were previously provided by Fishbeck for Phase 1 in late 2021.

Scope of Services

Based on our site walkthrough with the City on September 30, 2021, our understanding of the scope is as follows. This project includes the widening of Patterson Boulevard to a complete 3-lane section. Beginning at the eastern tangency points of the intersection with River Road, and ending at the previously widened portion, approximately 1,000 feet to the east. The widening will include a mill/fill of the existing road between the saw cuts, curb addition on both sides, storm sewer improvements, new concrete aprons, and an extension of the sidewalk on the south side of the road terminating at a new curb ramp at the VFW building.

Design assumptions consist of the following: the roadway shall be widened on both the north and south sides of the existing road. On the north side of the road, the ditch will be filled in and drive pipes removed. Tree lawn shall be regraded between back of curb and face of walk. On the south side of the road, sidewalk will be extended from the Dollar General and terminated at a new curb ramp across from the curb ramp on the north side of the road in front of the VFW building. The alignment of the sidewalk will vary as necessary to minimize impacts to the surrounding properties and existing drainage patterns. All stormwater enclosed in new storm sewer will be directed to the existing pipe outlets to the ditch heading north, approximately 100 feet east of the Dollar General driveway.

The phase 2 services will include the development of construction plans and an engineer's opinion of probable construction costs. Fishbeck anticipates submitting the plans and costs at the 50% design completion and 100% design completion stages.

As previously discussed, Fishbeck will not provide geotechnical services for this project and the City will obtain work agreements as necessary for any grading taking place behind the right-of-way. Construction plans will include the sheets listed in the attached Proposed Consultant Fee Summary.

Professional Services Fees

Fishbeck proposes to perform the referenced services for a lump sum fee of Twenty-Nine Thousand Four Hundred and Thirty Dollars (\$29,430). The breakdown of costs is attached in the Proposed Consultant Fee Summary.

Nicholas Dill, PE
April 5, 2022

Fishbeck | Page 2

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Molly Studneski (mstudneski@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 937.802.3280 or jmihelcic@fishbeck.com.

Sincerely,



Joshua Mihelcic, PE, PS

Project Manager

Attachments

By email

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

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Proposed Consultant Fees Labor and Summary

Project: Patterson Boulevard Improvements Phase 2

Client: City of Fairfield

Consultant: Fishbeck

Date: 4/5/2022

Legend and Billing Rate (Year 2021)

Personnel Category	Rate
S1 = Surveyor	\$145
PE = Civil Engineer, PE	\$126
E = Staff Engineer, EI	\$98
PM = Senior Project Manager, PE	\$182
PS = Senior Surveyor, PS	\$182

ENGINEERING SERVICES**Design & Plan Development**

	PM	PE	E	PS	S1	Total Hours	Total Cost
Title Sheet (1)	1	1	2			4	\$504
Schematic Plan (1)		1	2	1		4	\$504
Typical Sections (1)		1	4			5	\$518
General Notes and Details (2)		2	4			6	\$644
General Summary (1)		2	4			6	\$644
Maintenance of Traffic Notes & Sequence Table (1)		2				2	\$252
Stormwater Drainage Design & Calculations		4	16			20	\$2,072
Plan & Profile (2)		16	56			72	\$7,504
Cross Sections (50' Spacing and @ Drives) (4)		16	56			72	\$7,504
Intersection Details (1)		1	4			5	\$518
Signing & Pavement Marking Plans (2)		4	16			20	\$2,072
Utility Coordination & Data Collection		6			6	12	\$1,626
Engineer's Opinion of Probable Construction Cost		16				16	\$2,016
Internal Reviews (QA/QC)	4	2	2			8	\$1,176
Meetings	4	4				8	\$1,232
Plan Reviews & Modifications		2	4			6	\$644
Subtotal	9	80	170	1	6	266	\$29,430

Total Engineering Costs: \$29,430

Total Phase 2 Services: \$29,430

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Professional Services Agreement

PROJECT NAME Patterson Boulevard Improvements, Phase 2
FISHBECK CONTACT Joshua Mihelcic, PE, PS
CLIENT City of Fairfield
CLIENT CONTACT Nicholas Dill, PE
ADDRESS 8870 North Gilmore Road, Fairfield, OH 45014

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Engineering services for construction plans and an opinion of probable construction costs as described in the attached proposal dated April 5, 2022.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
☒ Proposal dated 4/5/2022.
☐ Other:

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
☐ Hourly Billing Rates plus Reimbursable Expenses
☐ Other:

Budget for Above Scope of Services: Twenty-Nine Thousand Four-Hundred and Thirty Dollars (\$29,430).

ADDITIONAL PROVISIONS (IF ANY): N/A

APPROVED FOR:

City of Fairfield

BY: _____

TITLE: _____

DATE: _____

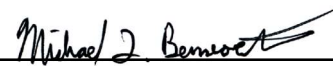
ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____



Vice President

April 5, 2022

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

Terms and Conditions for Professional Services

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
Submitting Department: Parks

Subject:

Blacktop/Overlay at Fairfield Greens

Legislation Title:

Blacktop/Overlay at Fairfield Greens

BACKGROUND/SYNOPSIS: The appropriation of funds for blacktop/overlay repairs to cart paths at the Fairfield Greens Golf Courses is an annual expenditure that is funded under the Capital Improvement Program (CIP). The cost for improvements is not to exceed \$50,000 and from multiple vendors. These items are programmed in the 2022 CIP as 2RC03.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$50,000 for the purchase of materials and services for the 2022 projects.

FINANCIAL IMPACT: An appropriation of \$50,000 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 2022 season.



City Council Information Item
Regular Meeting - April 25, 2022

Submitted by: Brad Williams,
 Submitting Department: Parks

Subject:

Mowers/Equipment Replacement

Legislation Title:

Mowers/Equipment Replacement

BACKGROUND/SYNOPSIS: The appropriation of funds for Mowers/Equipment Replacement at the Fairfield Greens Golf Courses is an annual expenditure that is funded under the Capital Improvement Program (CIP) listed as 2RC04. The funds are needed to purchase one (1) Sweep-N-Fill Top Dresser, (1) Ryan JR Sod Cutter, (1) Graden Verticutter, (1) Graden Contour Sand Injector, (1) PTO Blower, (1) Dump Trailer, and (2) Utility Cats. These pieces of equipment are being purchased from various vendors and State Contracts.

These purchases will increase maintenance staff productivity while promoting healthy turf and improved playing conditions on Fairfield Greens Golf Courses. The specification for this piece of maintenance equipment are attached.

RECOMMENDATION: It is recommended that City Council authorize and direct the preparation of legislation authorizing an appropriation of funding in the amount of \$100,000 for the purchase and delivery of equipment for the 2022 season.

FINANCIAL IMPACT: An appropriation of \$100,000 will be needed to purchase requested equipment.

EMERGENCY PROVISION EXPLANATION: It is recommended that City Council authorize an appropriation of funding for all necessary equipment to be purchased and delivered for the 2022 season.

Attachments:

1. Fairfield Greens Golf Course (Flex 1021 TransPro 80)
2. Fairfield Greens



QUOTATION

Date 12/07/21

For: **Fairfield Greens Golf Course**
c/o Fairfield City Parks & Rec
411 Wessel
Fairfield OH

From: **Cincinnati Office located at:**
8650 Bilstein Road
Hamilton, OH 45015
800-346-0066

Attn: **Derek Baxter**

SalesRep: **Chris Noble 859-388-4924**

Qty	Model#	Description	Sell Price	Extension
		TransPro100		
		(OH State Contract# 800816-ST5515)		
1	04238	TransPro 80	1,100.05	1,100.05
1	04247	Rail Ramp Kit (TransPro 80)	583.91	583.91
1	WtyOpt	None		
		Sub-Total:		1,683.96
		GR1000		
		(OH State Contract# 800816-ST5515)		
1	04860	Greensmaster Flex 1021--- Sold out til July 2022	8,172.35	8,172.35
1	04864	14 Blade 21 Inch Flex ES Cutting Unit	4,352.91	4,352.91
1	04027	Narrow Wiehle Roller Assembly (21 Inch)	378.24	378.24
1	04648	Universal Groomer Drive	1,702.08	1,702.08
1	04802	Twin Tip Groomer Blade Assembly (21 Inch)	675.32	675.32
1	04135	LED Light Kit	591.79	591.79
1	04136	Push Broom Kit	509.84	509.84
1	139-4342	Backlap Access kit	46.38	46.38
2	115-7354	Donut Wheel Assembly	77.59	155.19
2	120-9742	Retaining Clip	3.44	6.87
1	139-2732	Hex Shaft, RH (for TP80 when using groomers)	27.38	27.38
		Sub-Total:		16,618.35
		(No Trades Quoted)		
			Merchandise Total	18,302.31
			Trade-In Credit	0.00
			Factory Freight and Setup	0.00
			0.00% * Sales Tax	0.00
				18,302.31
Terms: Net 15 Days (Upon Credit Approval)				

This Quote has current TORO pricing. Pricing is subject to change without notice

*** Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery**

Accepted By: _____

Date: _____

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

QUOTE

**Reel Turf Equipment LLC/ MP Marine
LLC
2600 Hoop Rd
Xenia, OH 45385**

Date	Estimate #
12/4/2021	1254

Fairfield Greens Golf Course
Parks & Recreation Department
411 Wessel Drive
Fairfield, OH 45014

Qty	Item	Description	Price Each	
1	Sweep-N-Fill (2022)	Sweep-N-Fill (2022) Top Dressing Brush/Greens Grooming Brush	6,550.00	6,550.00
1	544954 Ryan JR-Honda	Ryan JR Sod Cutter with Honda. 18" Cutting Width	5,349.00	5,349.00
1	GS 04 Graden	GS 04 Graden Verticutter, 13 HP Honda Engine, 16' Cutting Width, 15 Blades	12,500.00	12,500.00
1	Graden-Contour Sand Injection	20HP Honda(Recoil Start), Variable Speed Hydrostatic Transmission, 21" Cutting Width, 35" Unit width, 50" length, 44" Height, 510# Unit Weight, 220# Sandbox Capacity	22,800.00	22,800.00
1	Agrimetal-35W-T.P.	Hard surface (on wheels) without directional air deflector. Note: Required 35 HP minimum at PTO	6,150.00	6,150.00
1	Agrimetal-Air Deflector	(32-57-1091) 180° hydraulic air deflector & down air deflector	520.00	520.00
Thank You- If There Are Any Questions Please Call 1-937-768-1334			Total	

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

QUOTE

**Reel Turf Equipment LLC/ MP Marine
LLC
2600 Hoop Rd
Xenia, OH 45385**

Date	Estimate #
12/4/2021	1254

Fairfield Greens Golf Course
Parks & Recreation Department
411 Wessel Drive
Fairfield, OH 45014

Qty	Item	Description	Price Each	
		All pricing includes freight, set up and delivery. 09 Butler	6.50%	0.00
Thank You- If There Are Any Questions Please Call 1-937-768-1334			Total	\$53,869.00

Attachment: NonContractualAppropriations.042522 [Revision 1] (3180 : Non-Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$55,044
To:	40116023-233300 Engineering Services (<i>Engineering for Patterson Drive 2PW22 (\$14,430)</i>)	\$14,430
To:	40116025-252000 Improvements Other Than Building (<i>Route 4 (Camelot to Nilles) Sidewalk & Drainage Engineering 2PW21 (\$20,614); Traffic Signal Upgrades 2PW02 (\$20,000)</i>)	\$40,614
From:	Unappropriated Capital Improvement Fund	\$451,224
To:	40216025-253200 Capital Equipment (<i>Replacement of Toro Zero Turn Mower (Streets) 2FT69 (\$14,724); Replacement Fire Hose and Fire Equipment 2FD01 (\$45,000); Fire Station Monitors and Alerting 2FD02 (\$16,500); Mowers/Equipment Replacement (Multiple Vendors) 2RC04 (\$100,000)</i>)	\$176,224
To:	40216025-252000 Improvements Other Than Building (<i>Village Green Park/Town Center Repairs & Renovations 2PR02 (\$25,000); Pedestrian Crossing at River Rd near Mississippi Dr 2PW47 (\$15,000); Beautification/Landscaping at Fairfield Greens (Multiple Vendors) 2RC01 (\$50,000); Blacktop/Overlay at Fairfield Greens</i>)	\$275,000

Attachment: NonContractual 4-25-Ord (3180 : Non-Contractual Appropriations)

(Multiple Vendors) 2RC03 (\$50,000); Park Facilities Upgrades 2PR21 (multiple vendors) (\$85,000); Landscaping Updates - Parks (Multiple Vendors) 2PR25 (\$50,000))

From: Unappropriated Downtown Development Fund \$15,000

To: 41116023-233300 Engineering Services \$15,000
(Engineering for Patterson Drive 2PW22)

From: Unappropriated Sewer Surplus Fund \$7,740

To: 62416025-252000 Improvements Other Than Bldg. \$7,740
(Well Abandonment 2WW23)

From: Unappropriated Recreational Facilities Fund \$50,000

To: 64052025-252000 Improvements Other Than Bldg. \$50,000
(Kitchen Improvements & Maintenance at Fairfield Greens (Multiple Vendors) 2RC15)

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

Attachment: NonContractual 4-25-Ord (3180 : Non-Contractual Appropriations)

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\NonContractual 4-25-Ord

Attachment: NonContractual 4-25-Ord (3180 : Non-Contractual Appropriations)