

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 22, 2024 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

- 1. COUNCIL-MANAGER BRIEFING**
 - A. 6:00 PM - Miami University Student Sustainability Projects
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**

Councilmember Dale Paullus
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS**
 - a. Arbor Day Proclamation
- 8. CITIZEN COMMENTS**
- 9. COUNCIL REPORTS**
- 10. PUBLIC HEARING(S)**
- 11. APPROVAL OF MINUTES**

- a. Regular Meeting held April 8, 2024

12. OLD BUSINESS

A. DEVELOPMENT SERVICES

Councilmember Matt Davidson

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 and final development plan for the Optimized Senior Living Planned Unit Development on approximately 5.6 acres of land on three parcels located at 6131 and 6151 River Road.
 - Motion - Amend per conditions in attached Planning Commission recommendation
 - Legislation - Second Reading

13. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS

City Manager Scott Timmer - Report

Councilmember Tim Meyers

1. Simple Motion: Motion to approve the 2024 Summer Meeting Schedule for City Council Meetings to meet the second Monday of each month of June, July and August.

B. PUBLIC SAFETY

City Manager Scott Timmer - Report

Councilmember Dale Paullus

1. Ordinance to authorize the City Manager to execute the FEMA Fire Prevention & Safety Grant Application and Agreement for a virtual reality fire extinguisher training system and a projection screen fire extinguisher training system and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to execute the Firehouse Subs Public Safety Foundation Grant Application and Agreement for a virtual reality fire extinguisher training system and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings

- Motion - Adoption

C. PUBLIC UTILITIES

City Manager Scott Timmer - Report

Councilmember Debbie Pennington

1. Ordinance to authorize the City Manager to enter into a contract with RedZone Robotics for professional and technical services related to the multi-sensor robotic inspection of the City's large diameter sanitary sewers.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. FINANCE & BUDGET

City Manager Scott Timmer - Report

Councilmember Gwen Brill

1. Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024” - Supplemental Appropriations.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Contractual Appropriations: \$435,000 for robotic inspections of large diameter sanitary sewers; \$28,702 for contingency fund restoration for Riegert Square Project.

 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Non-Contractual Appropriations: \$54,402 for Cushman Truckster XD Kubota (Golf Maintenance); \$8,000 for Public Utilities Department Annex Canopy; \$28,378 for Smithco Sand Star III (Golf Maintenance); \$29,340 for Bedknife Grinder (Golf

Maintenance); \$58,790 for Accu-Master Reel Grinder (Golf Maintenance); \$41,794 for carpet replacement and hardwood resurfacing at Community Arts Center; \$24,310 for Aquatic Center repairs and parts; \$40,000 for 2024 Municipal Parking Lot Maintenance Program; \$10,950 for Harbin Splash Pad maintenance; \$4,811 for ice maker at Community Arts Center; \$25,063 for Grill Room furniture at South Trace; \$30,240 for installation of drinking fountains; \$50,000 for Municipal Building Improvements; \$30,000 for Public Works repairs and upgrades.

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

14. MEETING SCHEDULE

- A. Monday, May 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Tuesday, May 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, June 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

15. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

16. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
April 8, 2024**

Council-Manager Briefing

Disparate Population Discussion

Mayor Rhodus called the briefing to order at 6:30 PM. Councilmembers present: Leslie Besl, Dale Paullus, Debbie Pennington, Adam Kraft and Tim Meyers.

Staff members present: Scott Timmer, Steve Wolterman, Alisha Wilson, Ben Mann, Laurie Murphy, Carol Mayhall, Diana Davenport, Steve Maynard, Mandi Brock, Tom Lakamp, Adam Sackenheim and Greg Kathman.

City Manager Scott Timmer and Public Works Director Ben Mann presented a potential project to utilize money from Butler County to improve the quality of life for disparate populations within the City. 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 Leslie 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	Excused	
Gwen Brill	Councilmember, At-Large	Excused	
Leslie Besl	Councilmember, 1st Ward	Present	
Dale Paullus	Councilmember, 2nd Ward	Present	
Debbie Pennington	Councilmember, 3rd Ward	Present	
Adam Kraft	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Present	

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

Agenda Modifications

None.

Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)

Executive Session Requests

Councilmember Besl, seconded by Councilmember Paullus, moved for Executive Session to discuss the status of negotiations with public employees regarding their wages, hours and other terms and conditions of their employment, the appointment, promotion, demotion, discipline or compensation of a public employee or official and the purchase or sale of public property. Roll call vote. Motion carried 5-0.

Special Presentations

Flavors of Fairfield

Economic Development Manager Kaelin presented the newly developed Flavors of Fairfield program through a partnership with Travel Butler County. He encouraged Council, staff and residents to participate and explore the many locally owned international restaurants in Fairfield. See attached slides.

Citizen Comments

Council Reports

Public Hearing(s)

Joint Public Hearing - Optimized Senior Living PUD

Mayor Rhodus opened the Joint Public Hearing at 7:22 PM. Clerk Wilson called the Planning Commission roll call. Commissioner Lepsky, seconded by Commissioner Medler, moved to excuse Commissioners Davidson and Robertson. Motion carried 4-0. Clerk Wilson read the public hearing notice. Planning Manager Erin Lynn presented an overview of the project and the applicant, Lindsay McLaughlin, spoke about the reason the business was started and the intent for this project. See attached slides.

Marcus Payne, 6119 River Road - addressed Council regarding his concerns that the property lines shown in the presentation are not correct and actually include part of his property, as well as concerns for construction mess and dust during the project.

Krista Hutzal, 6146 River Road - stated that she feels the property is too small for this project and asked if other properties were explored as an option. Ms. McLaughlin explained that they have been looking for a property in the area for about a year and a half and they wanted something that would work with the small residential feel of their business.

Rodney Cadle, 6174 River Road - addressed Council regarding his concerns for increased traffic in the area because it is already a busy area.

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Della Lohrey, 595 River Bend Court - addressed Council regarding concerns for traffic and speed, especially in the 90 degree curve and asked if a roundabout would end up going in there. She asked when construction would begin and end and stated that she is on the fence about it and understands both sides. Ms. McLaughlin explained that they still need to go through the process with Fairfield Township for approval for the buildings located there and then they would start renovations of the front building. She also explained that there would not be much increase in traffic because the residents of the home don't drive and the nurses triage a lot of situations instead of calling EMS for everything.

Ellen Smith, 80 Stone Meadow Court - addressed Council regarding concerns for the level of car and staffing because she feels it is too low.

Mayor Rhodus encouraged all residents to attend the Planning Commission meeting to discuss their concerns in more detail.

The public hearing closed at 8:00 PM.

Approval of Minutes

The Regular Meeting Minutes of March 25, 2024 were approved as written and submitted.

OLD BUSINESS

Development Services

Councilmember Matt Davidson

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

Recommendation:

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

Second reading of this ordinance was held pending Planning Commission recommendation.

RESULT:	TABLED [UNANIMOUS]	Next: 4/22/2024 7:00 PM
AYES:	Meyers, Besl, Paullus, Pennington, Kraft	
EXCUSED:	Davidson, Brill	

NEW BUSINESS

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

Community & Public Relations

Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)

Councilmember Tim Meyers

Simple Motion: Motion to approve the following 2024 Boards/Commissions Appointments effective April 1, 2024: Kent Ernsting - Environmental Commission (term expires 3/31/27) Vivian Paul - Environmental Commission (term expires 3/31/27) Jeremy Powell - Environmental Commission (term expires 3/31/27) Dona Canaan - Environmental Commission (term expires 3/31/27) Roy Cohen - Environmental Commission (partial term expires 3/31/26) Mark Pennington - Environmental Commission (partial 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 1, 2024:**

Kent Ernsting - Environmental Commission (term expires 3/31/27)
 Vivian Paul - Environmental Commission (term expires 3/31/27)
 Jeremy Powell - Environmental Commission (term expires 3/31/27)
 Dona Canaan - Environmental Commission (term expires 3/31/27)
 Roy Cohen - Environmental Commission (partial term expires 3/31/26)
 Mark Pennington - Environmental Commission (partial term expires 3/31/25)

Councilmember Pennington recused herself from the vote and left the room due to her son being a recommended candidate.

SIMPLE MOTION NO. 10-24. APPROVED 4-0.

Councilmember Pennington rejoined the meeting.

RESULT:	APPROVED [4 TO 0]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Besl, Paullus, Kraft
EXCUSED:	Davidson, Brill
RECUSED:	Pennington

Finance & Budget

City Manager Scott Timmer - Report

Councilmember Gwen Brill

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)

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

Ordinance authorizing the issuance of not to exceed \$1,500,000 of various purpose bond anticipation notes, series 2024, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

Recommendation:

It is necessary for City Council to authorize the issuance of \$1.50 million in various purpose Bond Anticipation for the Water Distribution system improvements for the Public Utilities Department. It is recommended that City Council authorize and direct the preparation of legislation to issue \$1.50 million on various purpose Bond Anticipation Notes (BAN). It is estimated that the rate of interest will be in the range of 3.50 to 4.00 percent. To accommodate the pricing of the BAN, a suspension of the second and third readings is requested. The settlement of the new BAN is April 16, 2024.

ORDINANCE NO. 44-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance authorizing the issuance of not to exceed \$4,334,000 of various purpose bond anticipation notes, series 2017, 2019, 2021 and 2023 renewal, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

Recommendation:

It is necessary for City Council to authorize the issuance of \$4,334,000 of various purpose bond anticipation notes (BANs). This is a renewal of the 2017, 2019, 2021 and 2023 notes for Water and Wastewater System Improvements. It is recommended that City Council authorize and direct the preparation of legislation to issue \$4,334,000 in various purpose Bond Anticipation Notes. It is estimated that the rate of interest will be in the range of 3.5 to 4.00 percent. To accommodate the pricing of the BAN, a suspension of the second and third readings is requested. The settlement of the new BAN will be on April 16, 2024.

ORDINANCE NO. 45-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance authorizing the issuance of not to exceed \$5,834,000 of various purpose bond anticipation notes, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

Recommendation:

It is recommended the City council authorize and direct the preparation of legislation to issue \$5.834 million in various purpose Bond Anticipation Notes (BANs). It is estimated that the rate of interest will be in the range of 3.50 to 4.00 percent. To accommodate the pricing of the BAN, a suspension of the second and third readings is requested. The settlement of the new BAN will be on April 16, 2024.

ORDINANCE NO. 46-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 27-24 and all amendments thereto.

Recommendation:

That Council adopt the recommended adjustment of the two allocations of funds provided to the City Manager to award performance-based wage increases and other lump sum wage, merit, and

equity adjustments to unclassified personnel.

ORDINANCE NO. 47-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Recommendation:

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

ORDINANCE NO. 48-24. APPROVED 5-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Recommendation:

It is recommended that City Council suspend the rules requiring a second and third reading of

this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 49-24. APPROVED 5-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, April 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, May 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Tuesday, May 28 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 8:10 PM.

16. ADJOURNMENT

The Regular Meeting adjourned at 8:58 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



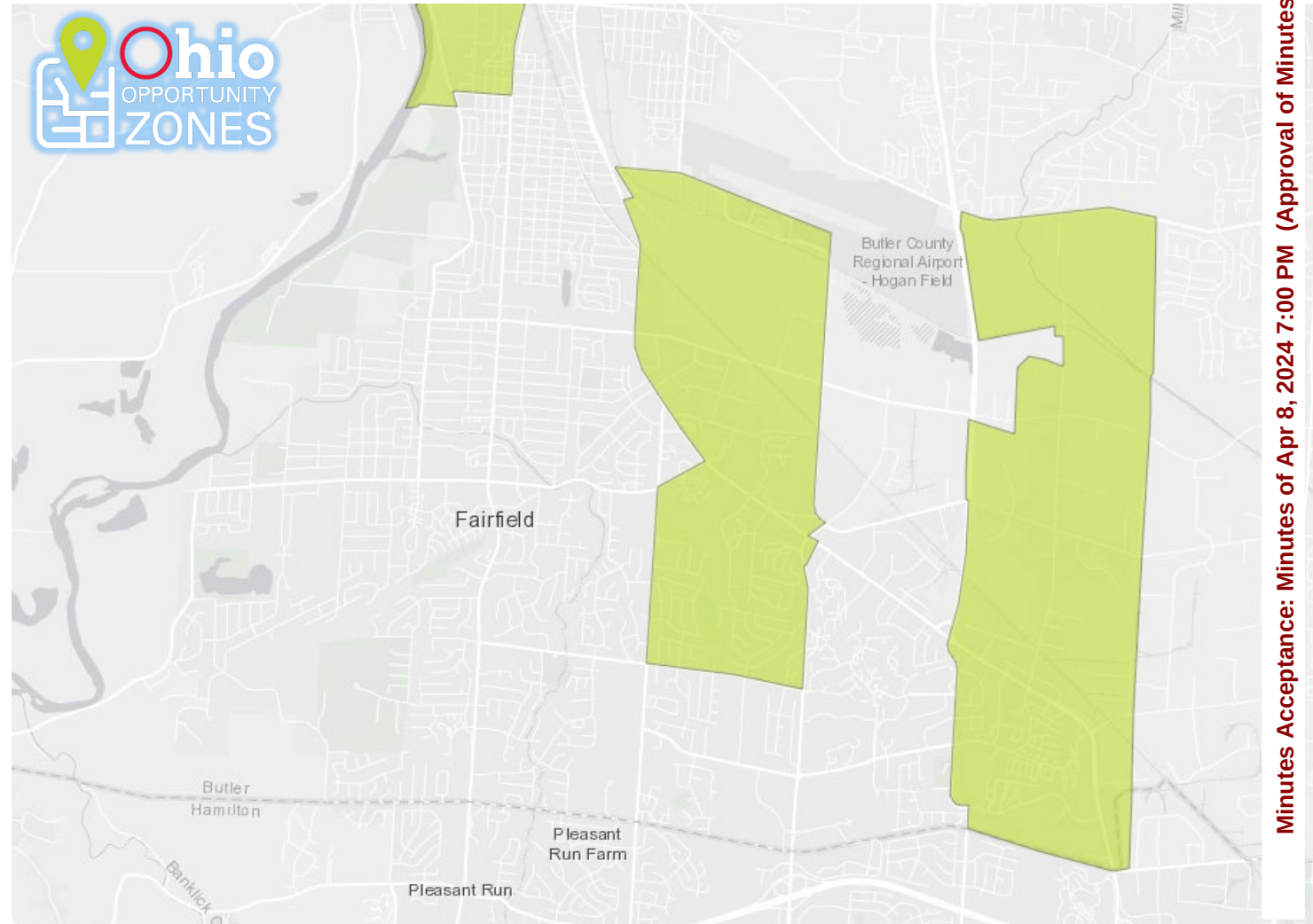
**Disparate Population Discussion
Council-Manager Briefing**

Monday, April 8, 2024

Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)

- Affirm funds from the American Rescue Plan Act may be expended only to cover costs incurred consistent with the requirements of Section 603(c)(1) of the Social Security Act and the Department of the Treasury's Final Rule and any applicable amendments or regulations; approve the Board of Commissioners Local Community Allocation Uses Plan of the American Rescue Plan Act/State and Local Fiscal Recovery Fund;
- Allocate funds in the amount of \$7,950,000.00 to be distributed as
 1. ARPA principal funds to:
 - City of Fairfield in the amount of one million dollars (\$1,000,000.00);
 - City of Hamilton in the amount of two million dollars (\$2,000,000.00);
 - City of Middletown in the amount of two million dollars (\$2,000,000.00); and
 - City of Oxford in the amount of one million dollars (\$1,000,000.00)
 2. Accrued interest balance to date to:
 - The 13 Butler County townships in the amount of one hundred fifty thousand dollars (\$150,000.00) per township
- To be used for disparate populations within the respective community and to mitigate the needs of the underserved; and authorize the County Administrator to take and make any and all lawful and necessary actions with Prosecutor's Office approval to effectuate and implement the said Plan.

- Opportunity Zones are economically distressed communities, defined by individual census tract, nominated by America's governors, and certified by the U.S. Secretary of the Treasury via his delegation of that authority to the Internal Revenue Service.
- Under certain conditions, new investments in Opportunity Zones may be eligible for preferential tax treatment.
- There are 8,764 Opportunity Zones in the United States, many of which have experienced a lack of investment for decades.
- The Opportunity Zones initiative is not a top-down government program from Washington but an incentive to spur private and public investment in America's underserved communities.

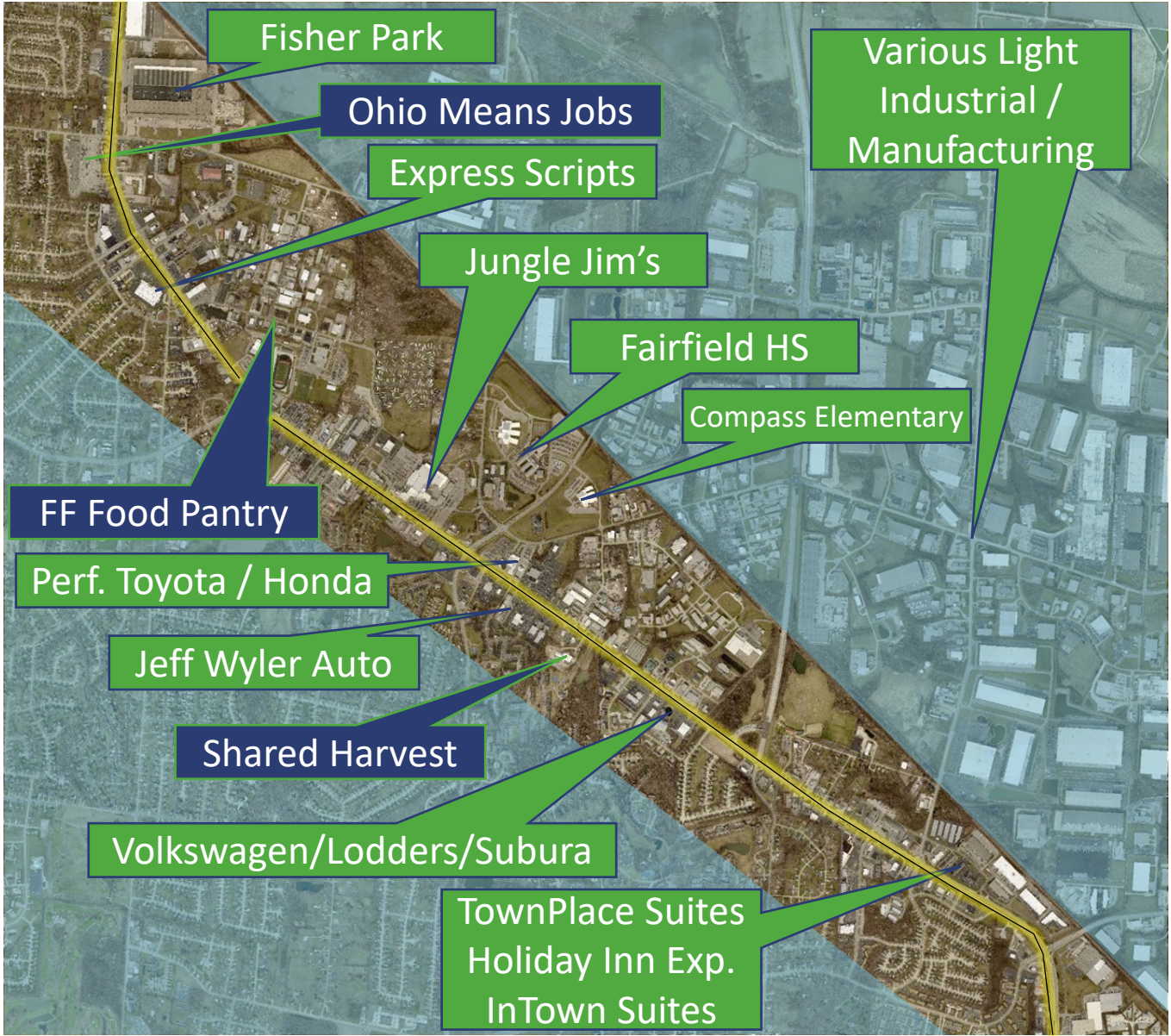


- Walkability in a city can significantly improve mobility for disparate populations, for several reasons.
 - ✓ **Reduced Reliance on Cars**: Car ownership can be a financial burden, especially for low-income residents, seniors, and people with disabilities. Walkable cities allow people to get around without needing a car, saving money and increasing access to opportunities.
 - ✓ **Accessibility**: Well-designed walkable areas with sidewalks, crosswalks, and ramps improve accessibility for people with disabilities who may have difficulty using public transportation or driving.
 - ✓ **Increased Safety**: Walkable areas tend to have slower traffic speeds and prioritize pedestrians, making them safer for everyone, especially children and older adults.
 - ✓ **Health Benefits**: Walking is a healthy form of exercise, and walkable cities encourage people to be more active, improving overall health outcomes.

- Increasing the walkability and connectivity of the Route 4 corridor has the potential to be a major improvement in the quality of life and economic mobility for several reasons:
 - ✓ **Improved Access**: Better sidewalks, crosswalks, and bike lanes would allow people to get around more easily without a car. This is especially beneficial for low-income residents, seniors, and people with disabilities who may not have access to a car or find it difficult to drive. Easier access to stores, jobs, and other amenities can improve their quality of life.
 - ✓ **Economic Development**: A more walkable corridor can attract businesses and customers, leading to economic growth and job creation. This can benefit all residents, but especially those who are currently struggling financially. Additionally, with easier access to stores and businesses via walking or biking, residents can save money on transportation costs.
 - ✓ **Health and Safety**: A focus on pedestrians and cyclists would likely lead to slower traffic speeds and a safer environment for everyone. This is especially important for children, older adults, and people with disabilities. Encouraging walking and biking would also lead to a healthier population overall.
 - ✓ **Community Building**: A more walkable corridor can create a more vibrant and connected community. People are more likely to interact with each other when they are walking or biking around their neighborhood. This can lead to a stronger sense of community and a more inclusive environment.

- Historically, there have been potential challenges to consider:
 - ✓ **Cost**: Creating a walkable corridor can be expensive. The city would need to invest in sidewalks, crosswalks, and potentially traffic calming measures.
 - ✓ **Traffic Flow**: Some residents may be concerned that increased pedestrian and bicycle traffic will slow down traffic on Route 4. However, studies have shown that walkable areas can actually improve traffic flow in the long run.

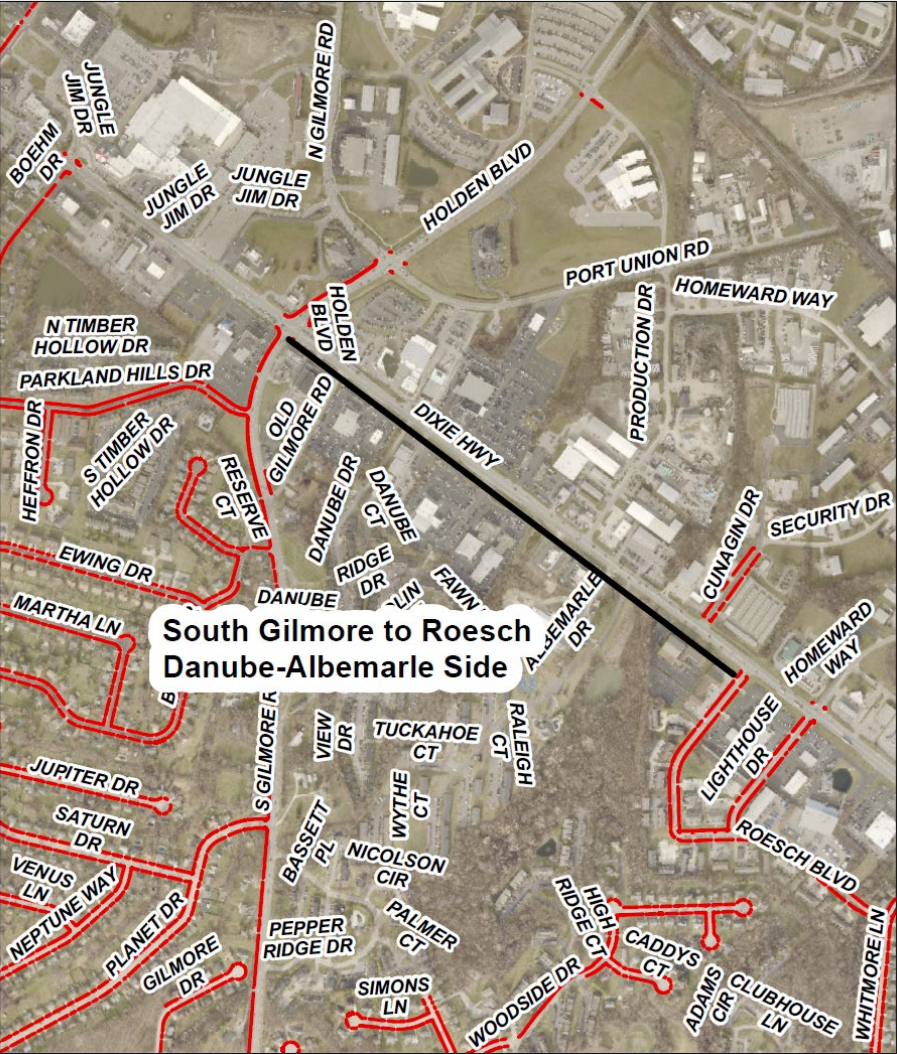




Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



City of Fairfield
Route 4 Sidewalk Gap
S. Gilmore to Roesch
Butler County, Ohio



- South Gilmore to Roesch
(Danube-Albemarle)



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



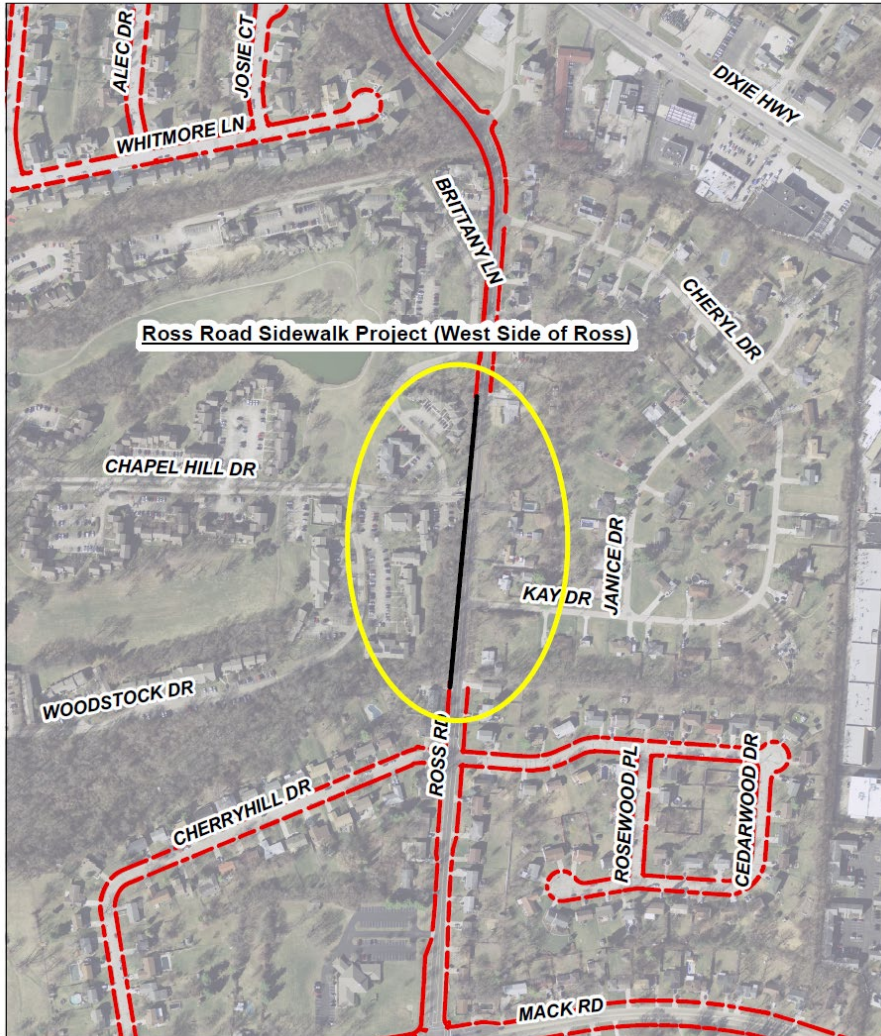
City of Fairfield
Route 4 Sidewalk Gap
Roesch to Ross
Butler County, Ohio



- Roesch to Ross (Whitmore Estates)



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



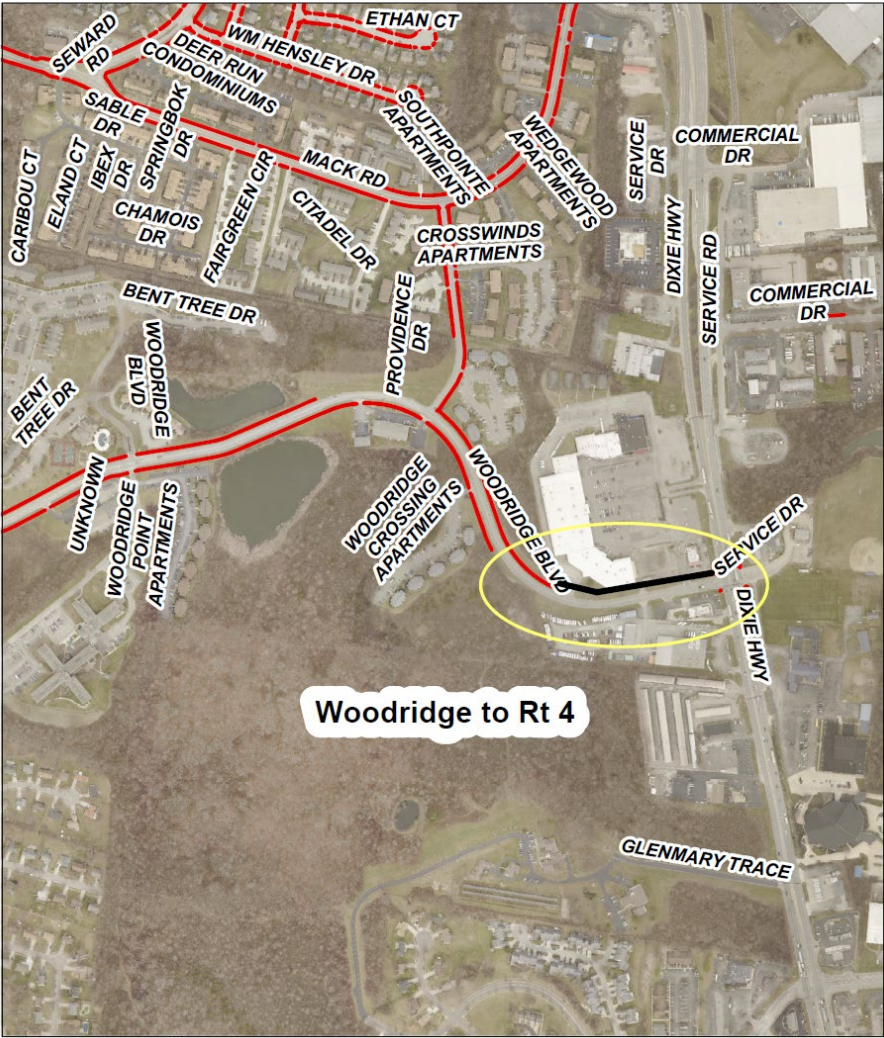
- Ross Road Sidewalk Project
(West Side of Ross / Wildwood
Frontage)



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



City of Fairfield
Woodridge Sidewalk Gap
Connect to Route 4
Butler County, Ohio



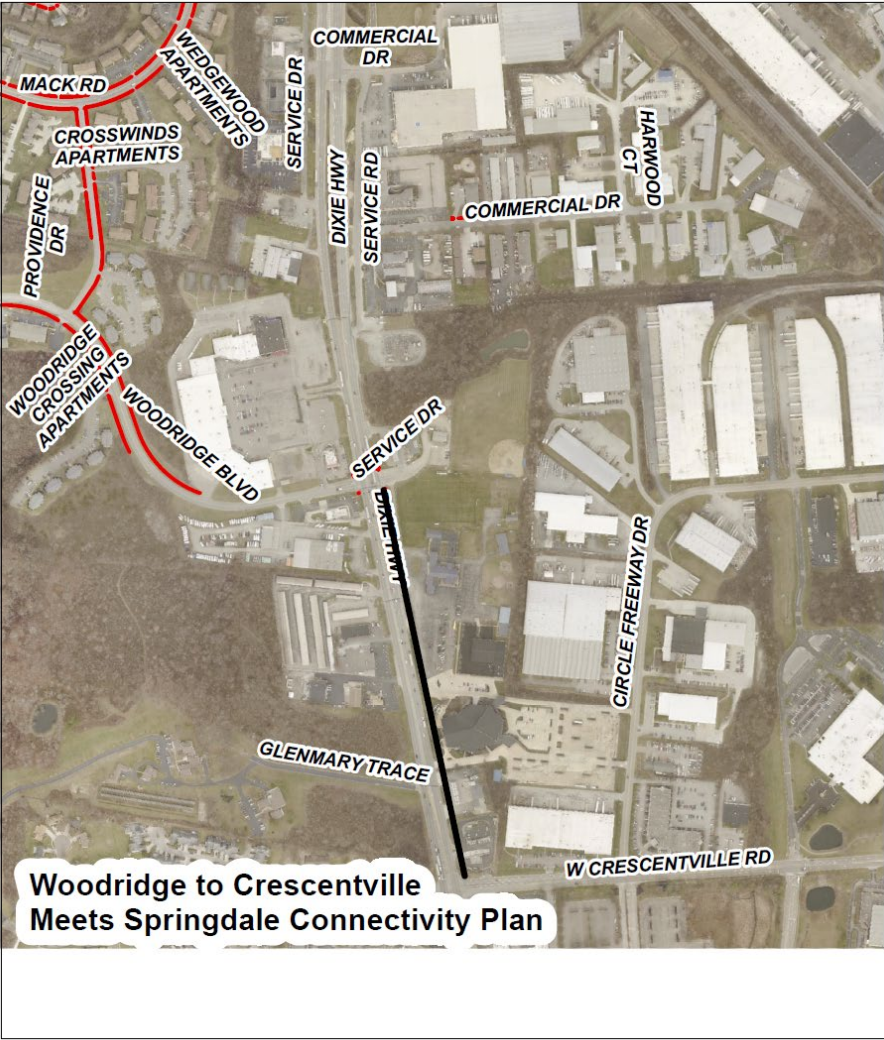
- Woodridge to Rt. 4



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



City of Fairfield
Route 4 Sidewalk Gap
Connect to Springdale
Butler County, Ohio



- Woodridge to Crescentville
(Meets Springdale Connectivity Plan)



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



FAIRFIELD CONNECTS
CONNECTIVITY MASTER PLAN

- Rt 4 (S. Gilmore to Roesch) - \$550,000
- Rt 4 (Roesch to Bypass) - \$347,500
- Ross (Wildwood Frontage) - \$180,000
- Woodridge (to Rt. 4) - \$ 55,250
- Rt 4. (Woodridge to Crescentville) - \$135,000
- **TOTAL - \$1,267,750**

- **Fairfield Amount: \$ 267,750**
- **Butler County ARPA: \$1,000,000**



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



April 8, 2024

Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



Mofongo City
Dominican



Hot 'N Spicy
Nepali & Indian



Pho District Cincy
Vietnamese



Caruso's Ristorante
Italian



Cocina Mexicana Los Rodriguez
Hispanic



Trinity Diner
African



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



APRIL 10 – MAY 15



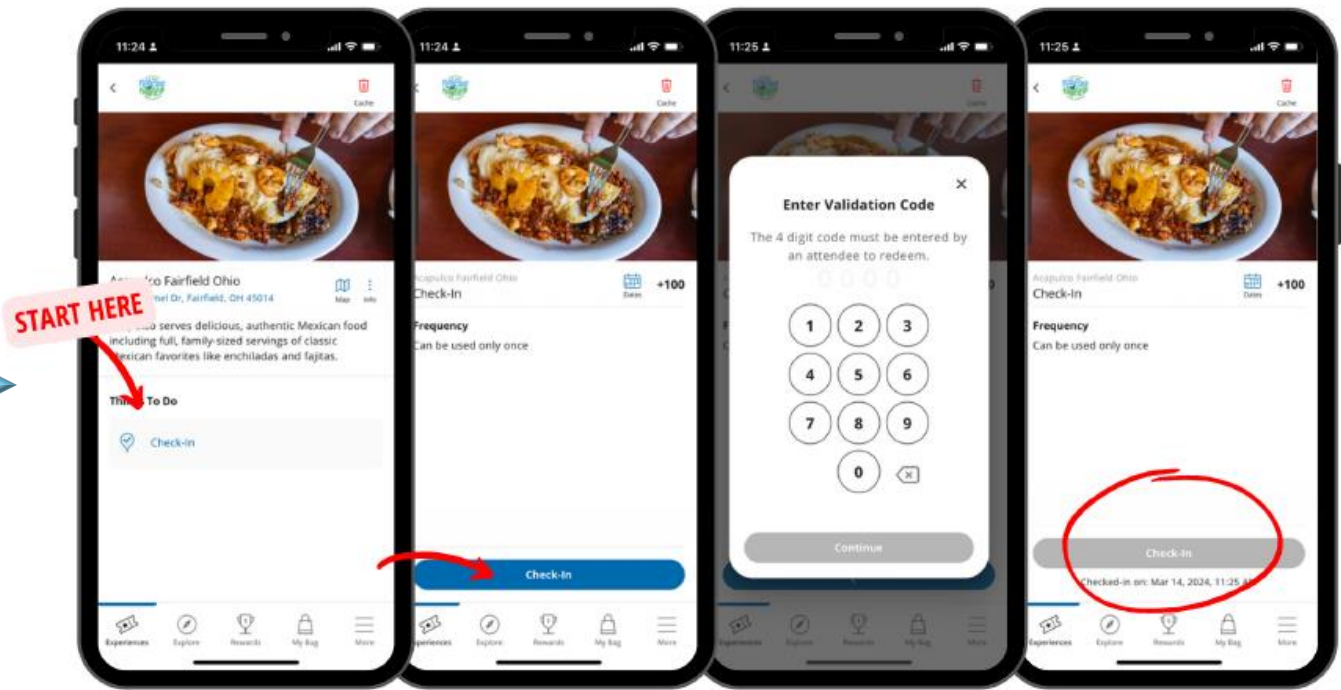
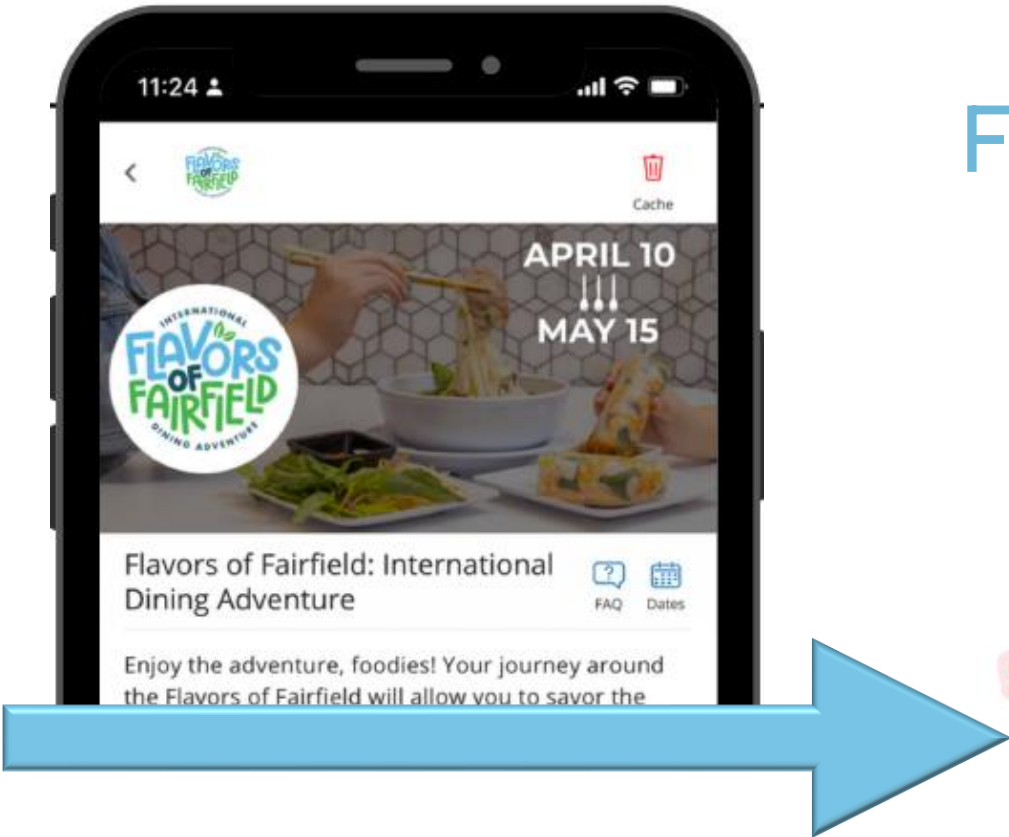


24 Restaurants & Bakeries



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)

FlavorsofFairfield.com



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)

4 CHECK-INS



8 CHECK-INS



Chance to Win



Minutes Acceptance: Minutes of Apr 8, 2024 7:00 PM (Approval of Minutes)



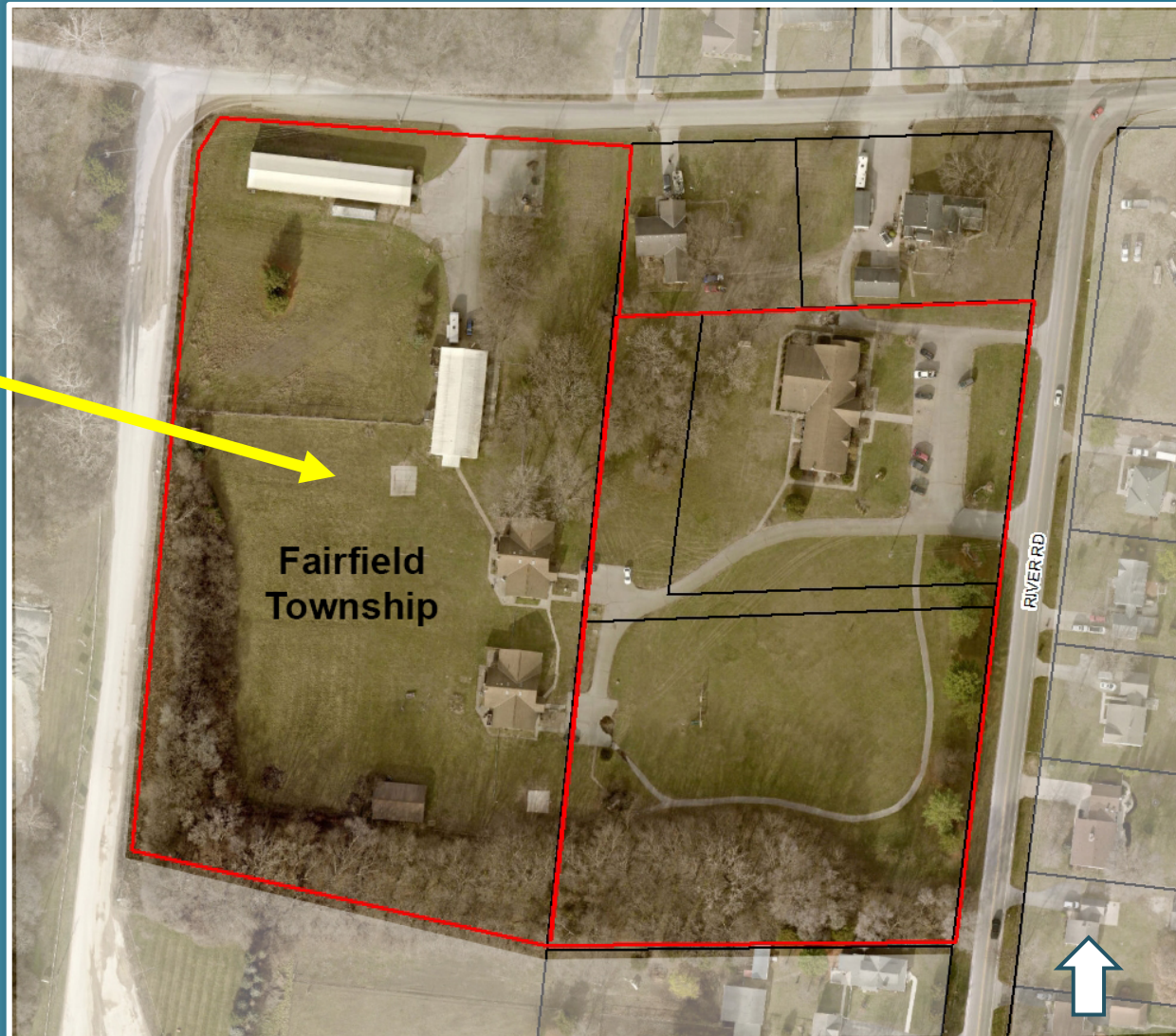
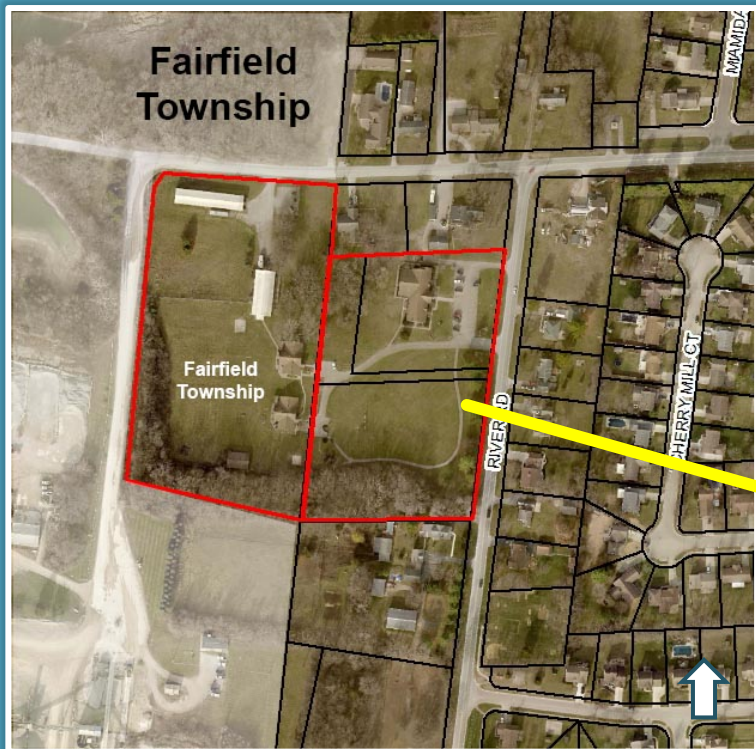
APRIL 10 – MAY 15
FlavorsofFairfield.com



Optimized Senior Living

Public Hearing

April 8, 2024





View of open space and residential
units in Fairfield Township







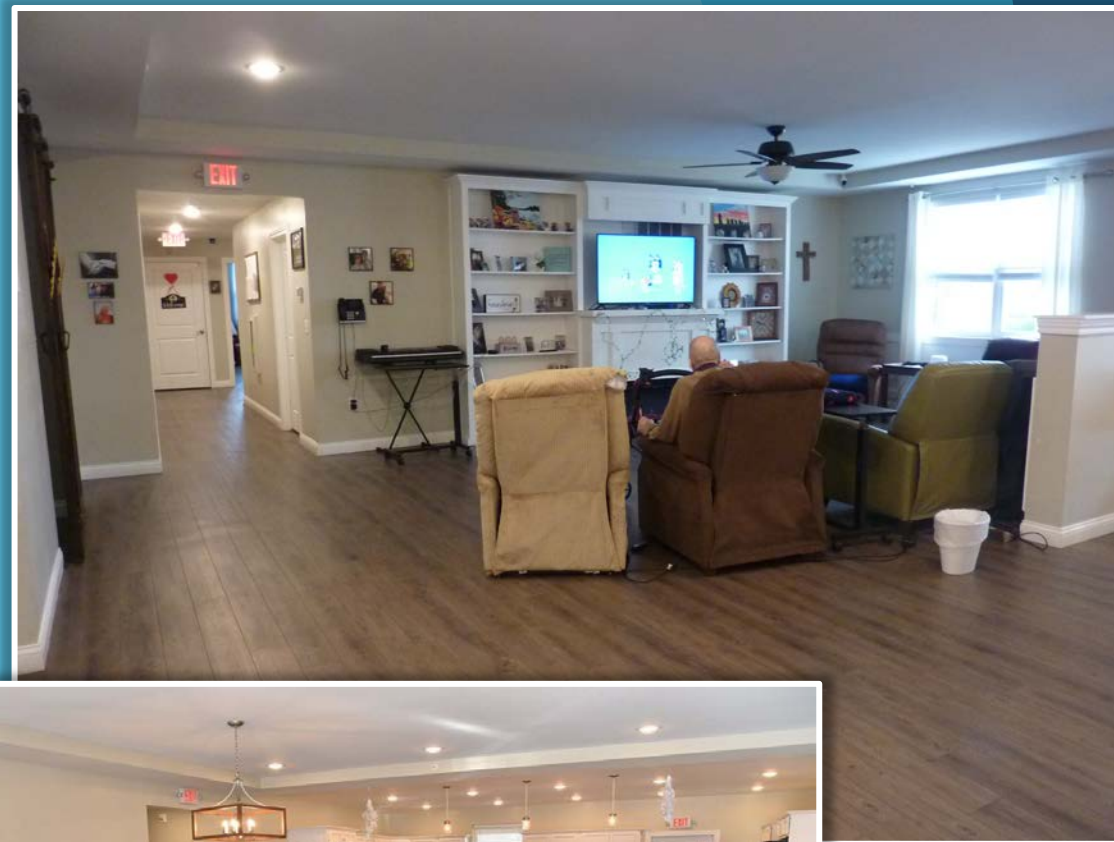
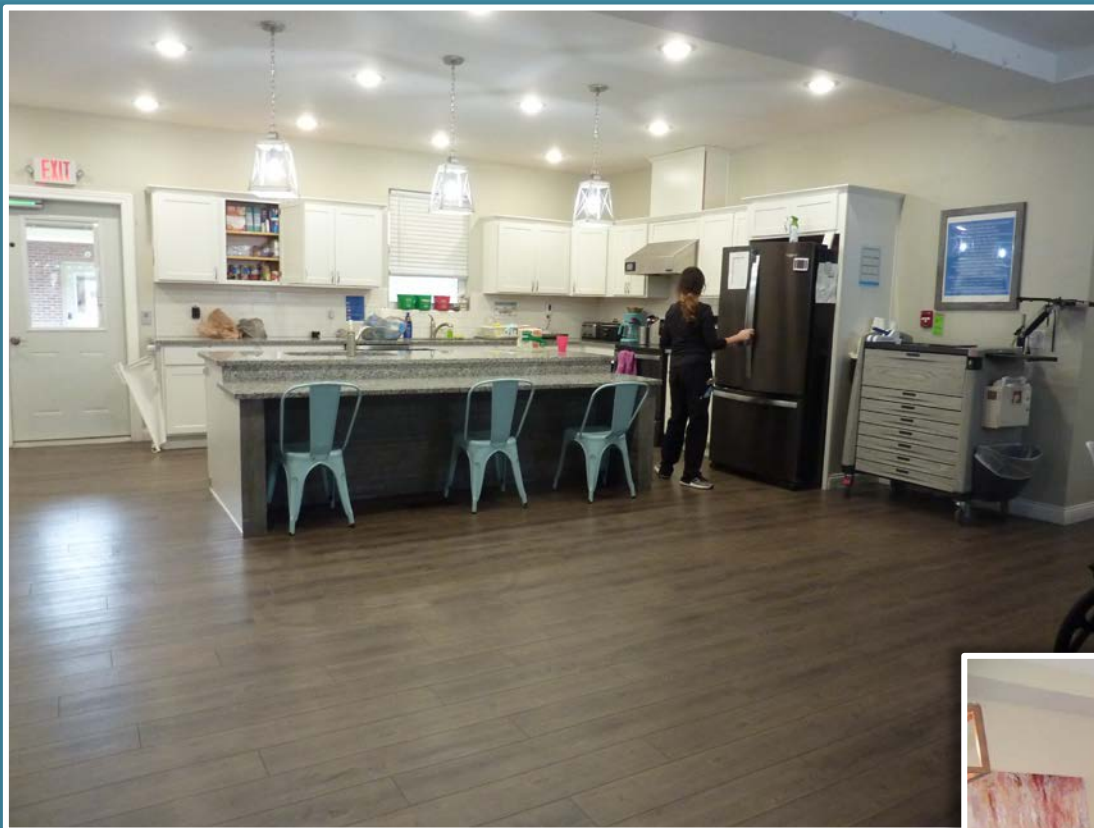
Existing location
in Lebanon





Existing location
in Lebanon

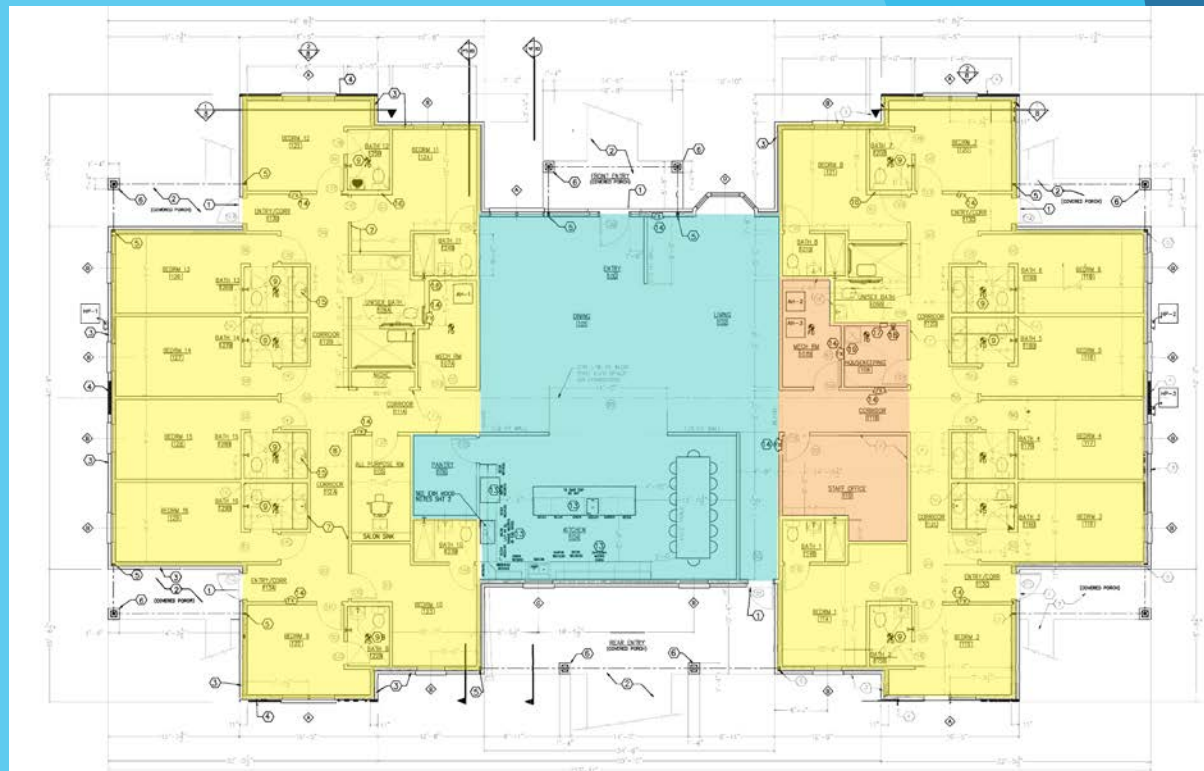




Existing location
in Lebanon



Proposed Building





Proposed Elevation for Existing Building



Meeting Schedule

March 25, 2024 – 1st Reading

April 8, 2024 – Joint Public Hearing

April 10, 2024 – Planning Commission

April 24, 2024 – 2nd Reading

May 13, 2024 – 3rd Reading

Questions Or Comments



City Council Ordinance
Regular Meeting - April 22, 2024

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

Subject:

Optimized Senior Living PUD

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 and final development plan for the Optimized Senior Living Planned Unit Development on approximately 5.6 acres of land on three parcels located at 6131 and 6151 River Road.

Recommendation:

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

Background/Synopsis:

The applicant, Optimized Senior Living, is proposing to operate an assisted living facility for senior citizens at the former One Way Farm property. The entire 12-acre property consists of five parcels, three in the city and two in Fairfield Township. There is an administrative building located in the city and two residential buildings in Fairfield Township that have access to River Road. In addition, there are two non-residential metal buildings and a picnic shelter located on the property in Fairfield Township.

The applicant proposes to construct a 3,800 square foot addition to the existing 5,700 square foot administration building to house 24 residents. The building will also include a common living, dining and kitchen area, an office, a hair salon, and housekeeping services. Plans call for the building to be staffed twenty-four hours a day to support the residents.

The applicant is also requesting approval to construct two one-story buildings in the future on undeveloped land just south of the administration building. Each new building would house 16 residents and have a common living, dining, and kitchen area, and would also be staffed twenty-four hours a day.

The two residential buildings located in Fairfield Township will be renovated for memory care units housing up to six residents in each building. The two metal buildings, also located in Fairfield Township, will be renovated. One will be used for an adult daycare center and the other will be used for storage and administration purposes. It is anticipated that Fairfield Township will require similar approvals for the project. City staff will collaborate with Fairfield Township to ensure a common vision for the project in both communities.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Optimized senior living aerial_CC_3.25.24
2. council site plan
3. OPTIMIZED SENIOR LIVING-ORD
4. PCRecommendation.Optimized Senior Living_signed 4.10.24

Proposed Change in Zoning From A-1 to RUD

12.A.1.a



Attachment: Optimized senior

Packet Pg. 48

This drawing and the design concepts represented, as well as the information contained herein, are the property of Abercrombie & Associates, Inc. and may not be used, reproduced, or copied for any purpose without prior written authorization of Abercrombie & Associates, Inc.



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 AND FINAL DEVELOPMENT PLAN FOR THE OPTIMIZED SENIOR LIVING PLANNED UNIT DEVELOPMENT ON APPROXIMATELY 5.6 ACRES OF LAND ON THREE PARCELS LOCATED AT 6131 AND 6151 RIVER ROAD.

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 three parcels (A0700-010-000-016, A0700-010-000-056, A0700-010-000-067) consisting of 5.6 acres located at 6131 and 6151 River Road from its present A-1, Agricultural and Estate Residence District classification by approving the concept and final development plan for the Optimized Senior Living 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 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: OPTIMIZED SENIOR LIVING-ORD (3863 : Optimized Senior Living PUD)

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\OPTIMIZED SENIOR LIVING-ORD

Attachment: OPTIMIZED SENIOR LIVING-ORD (3863 : Optimized Senior Living PUD)



DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 4/12/24

Please be advised that at the Planning Commission meeting held on Wednesday, April 10, 2024, the Planning Commission voted 4-0 to recommend approval, with conditions, of the Concept and Final Development Plan for the Optimized Senior Living PUD. Please see the attached conditions of approval.

A handwritten signature in black ink, appearing to read "Scott Lepsky".

Scott Lepsky, Chairman
Fairfield Planning Commission

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

Attachment: PCRecommendation.Optimized Senior Living_signed 4.10.24 (3863 : Optimized Senior Living PUD)

CONDITIONS OF APPROVAL

1. The proceeding terms and conditions of approval shall be codified in a Development Agreement to be executed by the property owner and the city.
2. Approval is for Optimized Senior Living only, unless otherwise approved by the Planning Commission.
3. The three lots creating the site in the city shall be combined and the recorded legal document shall be submitted to the city prior to obtaining a certificate of occupancy.
4. Right-of-way shall be dedicated so there is a total of 40 feet of right-of-way from the property line to the street center line.
5. Building permits shall be obtained from the city prior to any construction or renovation.
6. A revised site plan shall be submitted for review and approval showing the location of the paved walking path.
7. The two memory care buildings located in Fairfield Township shall be painted white to match buildings in Fairfield.
8. A landscape plan shall be submitted to Development Services for review and approval showing both parking lots adjacent to River Road to be screened with evergreen shrubs, at least 24 inches tall at the time of planting, and planted every five linear feet. All landscaping shall be maintained at all times. Any dead, dying, damaged or missing shrubs shall be replaced.
9. The existing light poles shall either be sanded and repainted or removed. If removed and replaced, the light poles shall not exceed 24 feet in height and shall have full cutoff light fixtures. If the light poles remain, the light fixtures shall be replaced with full cutoff fixtures.
10. If the existing brick walls at the southern entrance are to remain, they should be painted white to match the buildings. The existing signage shall be removed and replaced with new signs. If no new signage is proposed, then the brick walls shall be removed.
11. All signage shall obtain the required permits from the city and conform to the permitted sign requirements for the A-1 District. Any new ground sign shall be located on a brick base that matches the building.
12. The applicant shall work with the neighboring property owner to remove the off-premises sign and associated electric service for One Way Farm located at the southwest corner of the 90-degree bend of River Road.
13. All new utilities on the site shall be located underground. The applicant shall examine the feasibility of removing the electric pole and burying the above ground electric line that are located on the site.
14. The proposed dumpster shall be located as shown on the site plan and shall be screened on all sides with an opaque privacy fence. A chain link fence with slats is not permitted.
15. The existing trees along River Road shall remain.
16. The proposed adult daycare shall be for seniors only.



City Council Action Item
Regular Meeting - April 22, 2024

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

2024 Summer Schedule

Legislation Title:

Simple Motion: Motion to approve the 2024 Summer Meeting Schedule for City Council Meetings to meet the second Monday of each month of June, July and August.

Recommendation:

It is recommended that Council, via simple motion, approve the summer meeting schedule for 2024.

Background/Synopsis: Each year, Council meets on only the second Monday of each month of June, July and August for a summer schedule. For 2024, the summer schedule regular meeting dates and times will be:

Monday, June 10, 2024 at 7:00 PM

Monday, July 8, 2024 at 7:00 PM

Monday, August 12, 2024 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 Ordinance
Regular Meeting - April 22, 2024

Submitted by: Thomas Lakamp,
 Submitting Department: Fire

Subject:

FEMA Fire Prevention Grant

Legislation Title:

Ordinance to authorize the City Manager to execute the FEMA Fire Prevention & Safety Grant Application and Agreement for a virtual reality fire extinguisher training system and a projection screen fire extinguisher training system and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement for a grant to fund a portion of the fire extinguisher training project.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute the FEMA Fire Prevention & Safety Grant Application and Agreement for financial assistance.

This project is estimated at approximately \$34,770 in 2024 dollars based on a proposals from Pyrosoft Incorporated and Flaim Systems (April 2024). The fire extinguisher training systems will allow the Fairfield Fire Prevention Division to conduct fire extinguisher training for businesses and students using virtual reality and electronic projection and would eliminate the need to utilize combustible fuels for training. These systems will allow the fire department to conduct more frequent training and pose less risk to the firefighters, participants and to the environment (The current training method utilizes flammable and combustible liquids). FEMA would be funding 95% of the project cost.

Financial Impact:

The grant would cover 95% of the cost of this project (\$33,031.50) requiring \$1738.50 to be committed by the City.

Emergency Provision Explanation:

The final applications are due to FEMA therefore a suspension of the rules and emergency provisions are being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. FEMA FIRE PREVENTION-ORD

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE FEMA FIRE PREVENTION & SAFETY GRANT APPLICATION AND AGREEMENT FOR A VIRTUAL REALITY FIRE EXTINGUISHER TRAINING SYSTEM AND A PROJECTION SCREEN FIRE EXTINGUISHER TRAINING SYSTEM AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the FEMA Fire Prevention & Safety Grant Application and agreement for a virtual reality fire extinguisher training system and a projection screen fire extinguisher training system in accordance with the application and agreement on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\FEMA FIRE PREVENTION-ORD

Attachment: FEMA FIRE PREVENTION-ORD (3907 : FEMA Fire Prevention Grant)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Thomas Lakamp,
 Submitting Department: Fire

Subject:

Firehouse Subs Public Safety Foundation Grant

Legislation Title:

Ordinance to authorize the City Manager to execute the Firehouse Subs Public Safety Foundation Grant Application and Agreement for a virtual reality fire extinguisher training system and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement for a grant to fund a portion of the fire extinguisher training project.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute the Firehouse Subs Public Safety Foundation Grant Application and Agreement for financial assistance.

This project is estimated at approximately \$14,970 in 2024 dollars based on a proposal from Flaim Systems (April 2024). The fire extinguisher training system will allow the Fairfield Fire Prevention Division to conduct fire extinguisher training for businesses and students using virtual reality and would eliminate the need to utilize combustible fuels for training. This system will allow the fire department to conduct more frequent training and pose less risk to the firefighters, participants and to the environment (The current training method utilizes flammable and combustible liquids). Firehouse Subs would be funding 100% of the project cost.

Financial Impact:

None

Emergency Provision Explanation:

The final application is due to Firehouse Subs therefore a suspension of the rules and emergency provisions are being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. FIREHOUSE SUBS-ORD

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRE HOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT APPLICATION AND AGREEMENT FOR A VIRTUAL REALITY FIRE EXTINGUISHER TRAINING SYSTEM AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the Firehouse Subs Public Safety Foundation Grant Application and agreement for a virtual reality fire extinguisher training system in accordance with the application and agreement on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\FIREHOUSE SUBS-ORD

Attachment: FIREHOUSE SUBS-ORD (3908 : Firehouse Subs Public Safety Foundation Grant)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract for Professional Services for Robotic Inspections of Large Diameter Sewer Lines

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with RedZone Robotics for professional and technical services related to the multi-sensor robotic inspection of the City's large diameter sanitary sewers.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with RedZone Robotics and appropriate \$435,000.00 to provide professional services related to the inspection of the City's large diameter sanitary sewers, using advanced robotic equipment and associated data analytics.

Background/Synopsis:

The City of Fairfield owns and maintains approximately 175 miles of underground sanitary sewer piping. This piping network collects and conveys all wastewater throughout the City – directing the sewage to various pumping stations and ultimately to treatment facilities. The piping network varies in size from 4” diameter pipe to 33” diameter pipe.

The City’s Public Utilities Department has a goal of cleaning and inspecting all sewer lines throughout the City at least once every 7 years. This work is necessary to remove debris and potential blockages from the sewers, and also to document the condition of the sewers. The City owns sewer inspection equipment including a closed-caption television (CCTV) truck. City staff is qualified and capable of performing CCTV inspections on sewer lines up to about 15”-18” in diameter. Sewer lines larger than 15”-18” in diameter – which are called sewer interceptors – are more difficult to inspect as they are almost always flowing full or partially-full. Accordingly, specialized inspection equipment is generally required to inspect these larger lines.

RedZone Robotics is a technology company that specializes in infrastructure inspection, using multi-sensor robotic equipment and associated software to inspect and then quantitatively assess sewer conditions. See attached ‘Inside the Pipe’ document for more information on RedZone services and equipment.

The City of Fairfield has procured a proposal from RedZone Robotics, a qualified provider of multi-sensor sewer inspection services, for the inspection of approximately 45,000 feet of large-diameter sanitary sewers ranging in size from 21” to 33” in diameter. The proposal, at a cost of

\$298,800.00, is attached for reference.

City staff recommends that City Council approve a contract with RedZone Robotics including necessary contractual appropriations for the referenced work. RedZone Robotics will use multi-sensor inspection technology including sonar, laser, and digital CCTV to inspect the City's piping network. The company will use proprietary equipment as well as propriety software, including the 'Integrity' sewer asset management program, to assess the City's underground network of sewer piping and then generate technical reports detailing infrastructure condition. A sole source technology letter is attached for reference.

The results of these inspection services will provide a condition ranking of all sewer assets – highlighting infrastructure deficiencies such as pipe degradation and/or debris buildup. These rankings will then be used by City staff to inform future capital initiatives for the repair and replacement of critical sewer infrastructure.

Total requested contractual appropriation amount is \$435,000.00. The base contract value will be \$298,800.00. The additional appropriation amount will provide contract contingency, as well as a source of funds to pay for additional work which may or may not be performed. The cost of this additional work, which would enable CCTV inspection of 30,000 feet of 18" diameter sewers and which would be authorized by change order if/when approved, is \$105,000.00. The proposal is attached for reference. City staff will determine if this additional work should be performed under this contract based in part on availability and timeliness of City resources to self-perform the work.

Rules suspension is requested in order to expedite the work.

Financial Impact:

An appropriation in the amount of \$435,000.00 is requested for professional services for this project. Funding for this project is included in the approved 2024-2028 Capital Improvement Program (CIP), under 4WW01 – 'Sanitary Sewer Rehabilitation'. The funding source is the Sewer Replacement and Improvement Fund.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. OH Fairfield MSI LD Sewer MSI Assessment-Proposal
2. Inside the Pipe - 2024-Email - Copy
3. 04082024 Sam Cancilla email on CCTV pricing
4. REDZONE ROBOTICS-ORD

BASE PROPOSAL

Proposal

Opportunity #: OPP-107228

Project Name: OH Fairfield – Multi-Sensor Inspection (MSI) Large Diameter Sewers

Basis of Understanding & Scope of Work: RedZone shall provide their robotic inspection systems, trained operating crews, data analysts, and the necessary appurtenances to access and collect Multi-Sensor Inspection Digital CCTV/Sonar /Laser) data on for approximately 49,000 LF of the 21-inch to 33-inch diameter interceptor sewers using various (MSI) Multi-Sensor Inspection technology including SONAR technology below the flow line, DIGITAL CCTV and Laser sensor above the flow.

DETAILS

Create Date: 11/7/23

Prepared By: Sam Cancilla

Expiration Date: 12/7/23

Email: scancilla@redzone.com

ACCOUNT INFORMATION

Contact Name: Matt Young, Superintendent
Entity: City of Fairfield, OH

Email: myoung@fairfield-city.org

SCHEDULE

Est. Time for Completion: TBD

Invoicing Procedure:
 Upon Delivery

VALUES AND PRICING

Description	Est. Qty	Unit	Unit Cost	Total Cost
1 Mobilization of Crew and Specialized Equipment	1	EA	\$4,275.00	\$4,275.00
2. Deployment & Data Collection of Multi-Sensor Inspection Digital CCTV/Sonar/Laser and Data Processing of 21"-33" Interceptor sewers	45,000	LF	\$4.95	\$222,750.00
3. Post Processing of Digital CCTV /Sonar /Laser	45,000	LF	\$1.50	\$67,500.00
4. De-Mob of Crew and Specialized Equipment	1	EA	\$4,275.00	\$4,275.00
5. Draft and Final Reports	1	EA	\$Included	\$Included
			Total	\$298,800.00

PRICING NOTES /EXCLUSIONS AND TERMS

- Typical signs and cones included, others to provide traffic control and permits beyond typical

DELIVERABLES

Sample deliverables can be found at the following link and correspond based on robotic platform required for scope of work. Any additional deliverable requirements should be mentioned here.

<https://redzone.box.com/s/x43jhcxbom6mbqx2l3ioax19s8223ta>

Signatures below agree to deliverable provided.

SIGNATURES

Client

Signature

Print

Title

Date

GENERAL TERMS AND CONDITIONS

- 1) **General Conditions.** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement which services are to be performed by RedZone for the proposal recipient (the Client). Client's signature and return of the proposal are presented, or Client's authorization of RedZone to commence the work, shall constitute acceptance of all its terms and conditions.
- 2) **Client's Responsibilities.** Client shall be responsible for all requirements and instructions that it furnished to RedZone pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to RedZone pursuant to this Agreement. RedZone may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall arrange for safe access to and make all provisions for RedZone to enter upon public and private property as required to perform services under the Agreement. Client shall inform RedZone in writing of any specific requirements of safety or security programs that are applicable to RedZone, as a visitor to any Site under study in advance of performing services. If RedZone cannot continue its work due to circumstances caused or allowed by Client's act or omission and to the extent such Client does not provide written notice to RedZone of such circumstance a reasonable period of time prior to RedZone commencing (or attempting to commence) work, then RedZone reserves the right to charge Client for downtime and hourly costs and expenses on a time and material basis, including without limitation modification of travel or lodging plans.
- 3) **Terms of Payment.** Client shall pay RedZone as set forth in the proposal and unless noted in that proposal in specific terms payments are due within thirty (30) days from the submission to Client of an invoice. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise RedZone in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal rate, whichever is greater, will be made on all monies past due and shall be paid immediately.
- 4) **Pre-existing Conditions.** RedZone will not be responsible for liability, loss, or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.
- 5) **Environmental Conditions.** All debris to be encountered by RedZone during performance of the onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of the project.
- 6) **Indemnification.** The Client and RedZone will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Client also will indemnify RedZone for liability, loss and expense resulting from RedZone services if RedZone is acting at the direction or instruction of the Client, or where the primary cause of any damages is due to information provided by the Client. Where the Client provides labor for RedZone, the Client will indemnify RedZone for liability, loss or expense for work related injuries to those laborers not provided by RedZone. Client shall indemnify RedZone for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by RedZone's negligence.
- 7) **Limitations of Liability.** In no event shall RedZone be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Client. To the fullest extent permitted by law, the total liability, in the aggregate, of RedZone to Client or anyone claiming by or through Client, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to RedZone's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. RedZone is not responsible for the rendering of or failure to render architectural, engineering, or surveying professional services. Client and RedZone waive all rights of subrogation for claims covered by the parties' insurance.
- 8) **Scope Limitations.** Any material, equipment, structure, or service item that is not explicitly a part of this Agreement is specifically excluded from Contractor's Work.
- 9) **Performance Dates.** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by RedZone. RedZone shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond RedZone's reasonable delays. Further, RedZone shall not be responsible for delays in the project cause by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.
- 10) **Contract Amendments.** The following contract amendment procedure is to be used for work performed for the Client by RedZone, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, RedZone and the Client will review and agree on the work to be performed; (b) A contract amendment or change order will be completed regarding scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) RedZone will perform the work and bill the Client. For time and materials work, back-up documentation will be provided.
- 11) **Entire Agreement.** This proposal together with any written documents, which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by RedZone of any term,

condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

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RedZone Robotics

13.C.1.b

INSIDE THE PIPE

ELIMINATE UNDERGROUND UNCERTAINTIES

PLUS!

Using AI - Making
Smart Data
Intelligent
| p.5

INSPECT TO PROTECT

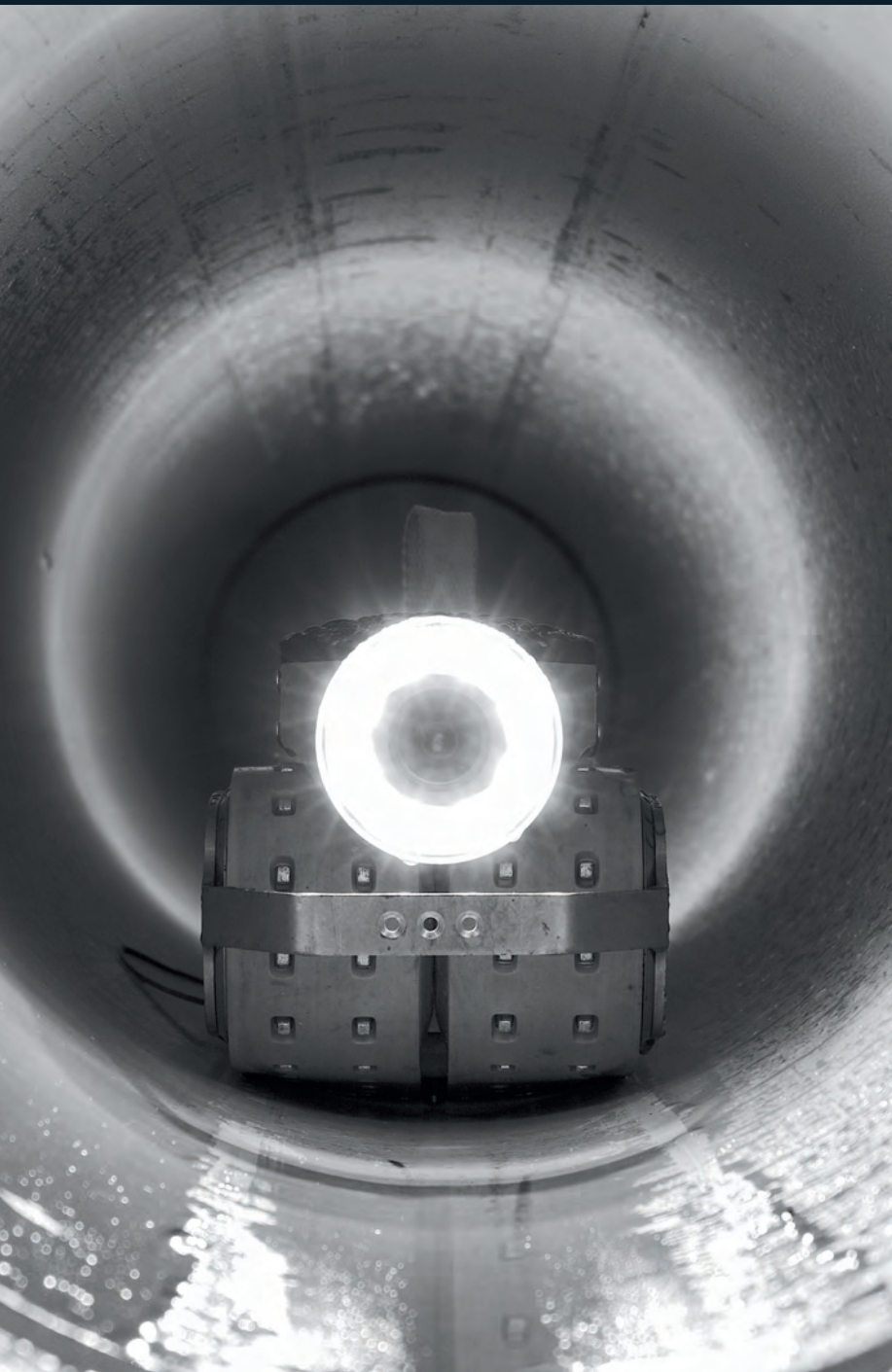
Safeguard your community and the environment

Packet Pg. 67

Attachment: Inside the Pipe - 2024-Email - Copy (3896 : Contract for Professional Services for Robotic Inspections of Large Diameter Sewer

CONTENTS

INSIDE THE PIPE | OCTOBER 2023



INTEGRITY

04

PREDICTING CONDITIONS OF YOUR SYST

Understanding how Artificial Intelligence ai
Asset Management

08

MANAGING YOUR DATA

Plan for the future with Integrity®.

INSPECT

10

SYSTEM WIDE ASSESSMENT

Inspect your entire system with ASAP.

12

LARGE DIAMETER PIPE INSPECTION

Multi-sensor inspection for big pipe.

14

SMALL DIAMETER PIPE INSPECTION

Fast and easy, fully-autonomous inspection

16

MANHOLE INSPECTION

Stop I&I in its tracks.

TECH

18

MEET THE TEAM

Get to know our advanced inspection
technology.

Attachment: Inside the Pipe - 2024-Email - Copy (3896 : Contract for Professional Services for Robotic Inspections of Large Diameter Sewer

FROM THE CEO

BUILD. INSPECT. PROTECT.

Inspection to Insight with Integrity.

RedZone has pioneered the use of advanced technologies to facilitate the inspection of your underground infrastructure. Our fleet of robotic platforms are cutting edge, leading the industry for quantitative condition assessment.

With the ever increasing demand for this data, it becomes all too important for utilities to have the tools to manage it appropriately - integrated into their daily processes. RedZone's *Integrity* is just that. A software platform designed for wastewater, showcasing the best RedZone has to offer: insightful data for actionable decisions.



Dave Petrosky

DAVE PETROSKY
President and CEO



5 QUICK FACTS ON AI IN THE WASTEWATER SECTOR

At this point, who isn't talking about AI?

Artificial intelligence (AI) has seen a surge, and the oft-slow wastewater industry is racing to finding ways to increase productivity and better manage underground assets. AI is a powerful tool and it is important to know when and how best to deploy it in your O&M process.

Here are a few facts to help you better understand the technology and its implementation!

PREDICTIVE ANALYTICS

AI models combine geo-spatial information (GIS), work orders, prior failures, maintenance, and inspection data to detect patterns that would otherwise be unnoticed.

IDENTIFYING FAILURES

Predictive models work to identify likelihood of failure (LoF) of an asset, so that inspections and remediation can be performed prior to system failure.

CUSTOMIZATION

An AI model uses YOUR data, allowing it be customized to the uniqueness of your collections system and location, and continues to be updated as new data is available.

ADR

Automatic Defect Recognition (ADR) is the process of training machines to identify defects and anomalies in CCTV video, usually according to NASSCO's PACP guidelines.

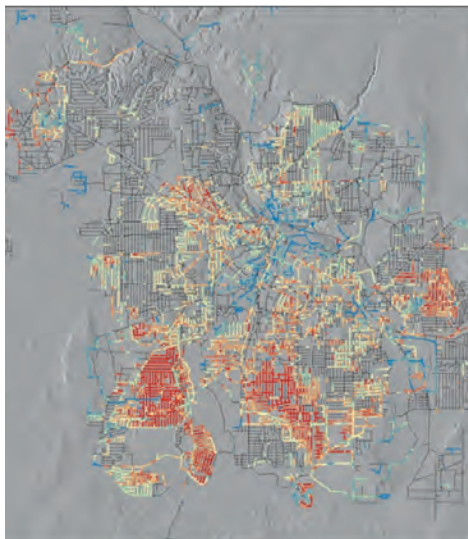
NASSCO CERTIFICATION

NASSCO has not certified any ADR model to pass PACP, though many are capable of importing and exporting exchange databases. A certified coder is still required to look at the videos and defects for quality assurance. 

PREDICTING CONDITIONS OF A COLLECTION SYSTEM

with AI

With ever increasing advancements in technology, and AI becoming the latest trend, it is time to see how your smart data can be even smarter. Predictive analytics tools coupled with GIS can help establish an asset management plan based on **Likelihood of Failure (LoF)**, identifying tomorrow's failures today.



SEE THE HEALTH OF YOUR SYSTEM

Integrity Pro is the next progression of artificial intelligence and predictive modeling. Powered by Voda.ai's DaVinci model, an already proven algorithm for potable water, and trained with RedZone's 100 million linear feet of inspection data, **Integrity Pro** helps utilities identify which underground assets are at most risk for failure, *before* inspections.

IntegrityPRO™
powered by VODA.ai

DATA REQUIREMENTS

GIS

- Attributes such as size and material
- Manhole locations and depths
- Prior failure locations

Inspections

- NASSCO PACP/MACP Data
- Locations of Grade Level 4 & 5 defects

Work Orders

- Any maintenance records
- Any recent rehabilitation or repairs

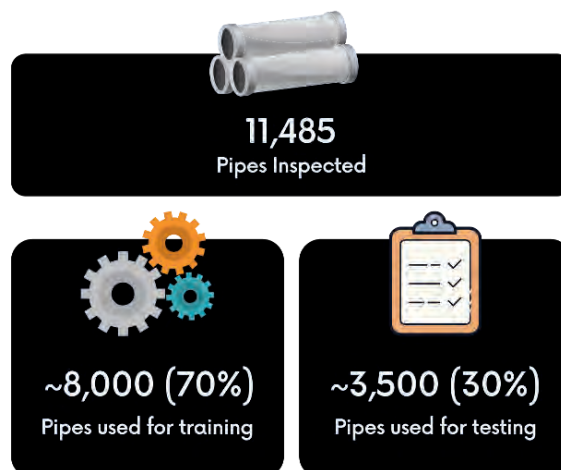
The EPA suggests that utility owners inspect their entire system every 10 years. While many can keep up with the first few cycles, the inevitable happens: failures occur on pipes that were not slated for inspection until later in the program. Now limited resources such as equipment and money are being spent reactively to fix these problems, squandering the initial momentum.

Using Integrity Pro can change that.

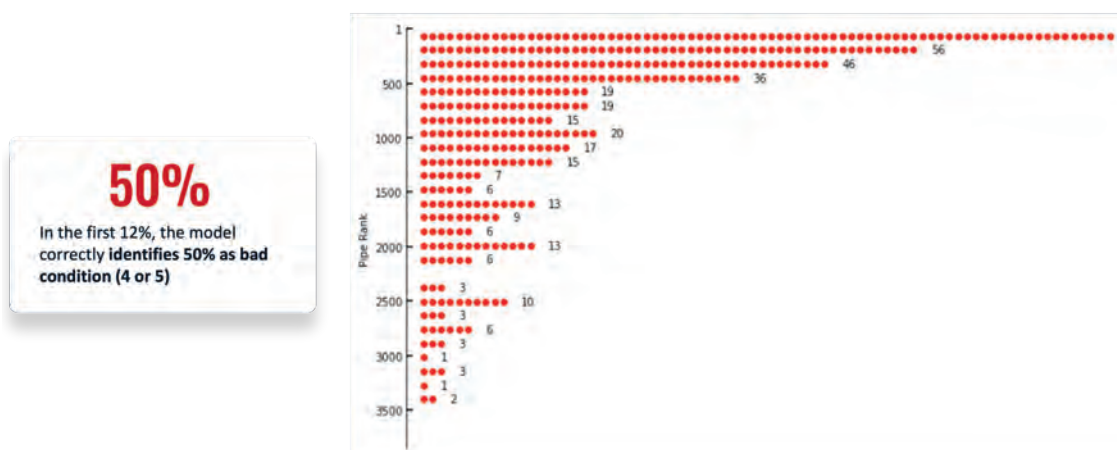
The model utilizes the above data sets to identify patterns and trends that would normally not be perceptible to human-recognition. By using your system's information - characteristics specific to your conditions and location - the results are unique and can help guide a system owner for making relevant decisions.

THE RESULTS

The approach for testing involves taking 70% of the oldest data available on the pipes to train the initial model. Once the training is complete, it is used to test the remaining 30%. We use the known failures - where pipes actually had defects and deficiencies - as the control when comparing to what the model detects as likely to have a failure. This creates an accuracy score for the quality of that initial model. As more data is added or refined, the accuracy would improve.



Predictive Analytics – Grading Your Assets



Even in the earliest tests, the predictive model was able to successfully identify **50%** of failures within the first **12%** of pipes it ranked as likely to have one. This means that within the first yearly inspection cycle, *nearly half of the defects* could be found and resolved prior to emergency.

Identifying these future issues makes planning and budgeting easier, and ensures proper prioritization for O&M activities.

Integrity Pro also goes hand in hand with RedZone's ASAP - Accelerated System Assessment Program. Whether it's before inspections, so that crews are tackling the worst areas first, or post, when your model is established using all data collected. It gives you the confidence that you are making the best choices for your system needs.

Integrity Pro equals Proactive Management.

Identify 65x as many failures

MANAGING YOUR COLLECTION SYSTEM DATA

with Integrity

Utilities are acquiring larger and larger data sets - from cctv inspection videos to as-built records to work orders. With this influx of data, these entities need the ability to sift through this information and make actionable decisions. They key differentiator? Make it easy.

Welcome to Integrity.



ASSET MANAGEMENT FROM ANY BROWSER

Integrity lets you view every asset in your system from the security and simplicity of any browser. Further, you can view that asset's history of inspections and work all in one place.

View:

- GIS from Esri's ArcGIS Online
- 3D photogrammetric models
- 360-degree/flattened videos
- NASSCO certified defect coding

INTERACTIVE MODELING

Integrity allows you interact with 3D models and point clouds of your assets, using built-in tools to gain accurate measurement data with the click of a button.

HIGH-RESOLUTION VIDEO

See crystal clear imagery and video of the interior of your pipes and manholes. Pan, tilt, and zoom to get a closer look at condition.

Data with *Integrity*TM

Navigate video and imagery using the defect graph to jump directly to the site of condition issues.

NASSCO DEFECT CODING

NASSCO certified defect coding shows you the condition of every asset in your system. View and sort by defect severity. Better plan maintenance routes using geospatial data to identify problem areas.

GIS INTEGRATION

Seamlessly create GIS overlays for severity for identifying hot spots in your system. Export laterals and defects as layers in a geodatabase.

ENTERPRISE ACCESS

Need to support data for multiple collection systems? Integrity supports enterprise access. Simply log in with your user name and select the system you'd like to access. 

BETTER MANAGE YOUR COLLECTION SYSTEM

Identify problem areas and O&M requirements

Track changes in your system over time

View assets geospatially to efficiently plan maintenance routes

SYSTEM-WIDE ASSESSMENT

with ASAP

Inspect faster, shrink your spending, and get all the data you need to understand and manage your collection system.



Understanding the health of your entire system is the first step to safeguarding your assets against costly failures that can harm the environment and threaten the safety of your community.

RedZone's ASAP®, or Accelerated System Assessment Program, helps you gather the comprehensive and actionable data required to make critical decisions about your collection system. Get a complete picture of your assets with our three phase inspection process while decreasing spending, accelerating timelines, and reducing your carbon footprint.

THE BENEFITS OF SYSTEM-WIDE INSPECTION OVER THE COURSE OF A 240 MILE INSPECTION

Save time

Shorten timelines by up to 600%.

Save money

ASAP can cut overall cost by 20-30%.

Reduce your carbon footprint

Use 88% less fossil fuels over a 250-mile system. This is equivalent to an **850 ton CO2 reduction** compared to traditional inspection methods.



AS EASY AS 1, 2, 3

Phase 1

Identify and inspect assets in "as-is" conditions to identify failures and determine appropriate O&M needs.

Phase 2

Locate assets that could not be found, as well as perform required cleaning and maintenance.

Phase 3

Final inspection of remaining assets.

INSPECT TO CLEAN METHODS FOR FASTER, LESS EXPENSIVE INSPECTION

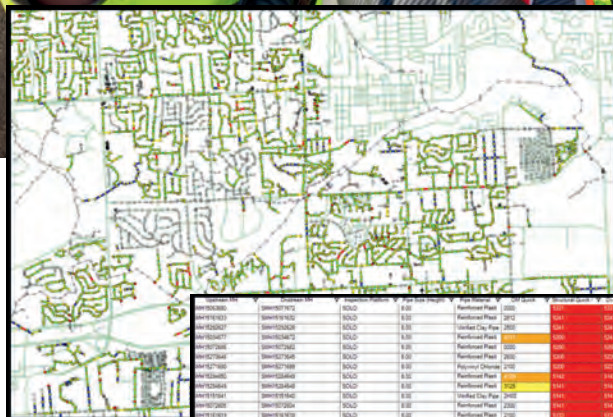
ASAP's Phase one inspect-to-clean method means that you save time and money cleaning only the pipes that require cleaning in order to inspect. For most projects, this means approximately 20% of pipes may require cleaning prior to inspection, shortening the inspection process and overall timeline, and putting money back in your budget for required operations and maintenance activities. Why clean pipes that don't require cleaning?

The data that would have taken us 15 years to gather by conventional televising methods now took only 15 months.

STEPHEN HOGAN
Peachtree City Water and Sewage Authority

A COMPLETE PICTURE OF YOUR COLLECTION SYSTEM

An ASAP inspection provides clear insight about every asset in your system with high-resolution imagery and video. Get NASSCO certified defect coding, GIS mapping, and PDF reports to help you feel confident in your infrastructure planning and decisions. Our SaaS platform, Integrity, lets you access your inspection data, whenever you need, and share access with team members in any location. See your data clearly, make informed decisions, and protect your system.



Asset ID	Asset Type	Asset Class	Asset Status	Asset Location	Asset Date	Asset Value	Asset Notes
10000001	Manhole	1000	Active	10000001	2010	1000	1000
10000002	Manhole	1000	Active	10000002	2010	1000	1000
10000003	Manhole	1000	Active	10000003	2010	1000	1000
10000004	Manhole	1000	Active	10000004	2010	1000	1000
10000005	Manhole	1000	Active	10000005	2010	1000	1000
10000006	Manhole	1000	Active	10000006	2010	1000	1000
10000007	Manhole	1000	Active	10000007	2010	1000	1000
10000008	Manhole	1000	Active	10000008	2010	1000	1000
10000009	Manhole	1000	Active	10000009	2010	1000	1000
10000010	Manhole	1000	Active	10000010	2010	1000	1000
10000011	Manhole	1000	Active	10000011	2010	1000	1000
10000012	Manhole	1000	Active	10000012	2010	1000	1000
10000013	Manhole	1000	Active	10000013	2010	1000	1000
10000014	Manhole	1000	Active	10000014	2010	1000	1000
10000015	Manhole	1000	Active	10000015	2010	1000	1000
10000016	Manhole	1000	Active	10000016	2010	1000	1000
10000017	Manhole	1000	Active	10000017	2010	1000	1000
10000018	Manhole	1000	Active	10000018	2010	1000	1000
10000019	Manhole	1000	Active	10000019	2010	1000	1000
10000020	Manhole	1000	Active	10000020	2010	1000	1000



ROCHESTER HILLS, MI IDENTIFIES ISSUES WITH ASAP

With limited staff and equipment, and in prep for upcoming CIP projects, the City needed inspection data - fast. ASAP allowed Rochester Hills staff to prioritize rehabilitation where it mattered most.

THE PROJECT

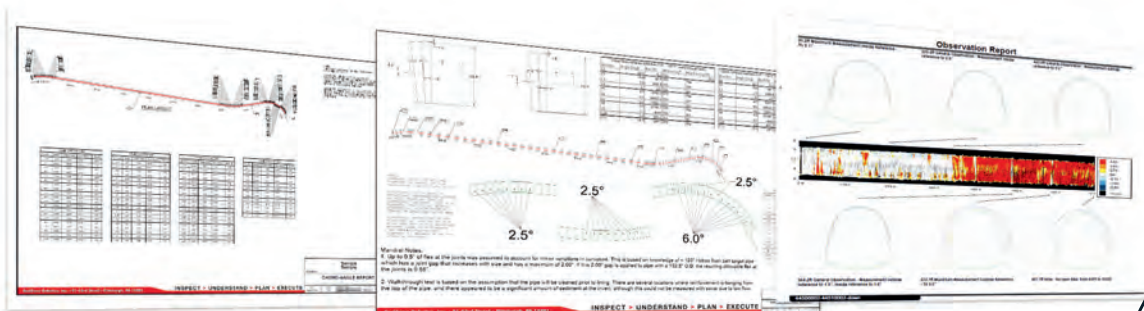
-  **1,300,000+ LF**
of pipe inspected
-  **6,200**
manholes
-  **12 month**
timeline

THE RESULTS

The inspection data allowed the city to catalog both NASSCO PACP and MACP defect codes, as well as imagery and videos for every asset in their system, streamlining data review and budget planning all within Esri's ArcGIS. 

LARGE DIAMETER *inspection*

Proper maintenance of large diameter trunks and interceptors safeguards your community from the dangers of catastrophic failures and collapse. Protect your people and the environment.



Determine remaining useful life (RUL) with extensive debris, corrosion, and measurement data.

WHY MULTI-SENSOR INSPECTION?

Large diameter pipes can pose some of the greatest risk to the health and safety of your communities due to their size and the large volume of wastewater they transport. Protect your system from catastrophic failures by proactively inspecting, in order to plan and prioritize asset maintenance.

RedZone's multi-sensor inspection tools gather laser/LiDAR, sonar, high resolution CCTV, as well as gas and temperature measurements. Not only that, our tools are built for the toughest conditions. Don't let flow stand in your way. We've got a tool for that.



With RedZone's proven MSI technology, the Fort Worth Water Department has saved \$2.9 million in large diameter cleaning costs to date. It is estimated that the Interceptor Condition Assessment Program methodology of "inspect-to-clean" will result in a savings of \$15.2 million in cleaning costs over the six-year program.

DARREL GADBERRY
Field Operations Division
Coordinator

WHAT DATA DOES MULTI-SENSOR INSPECTION PROVIDE

Multi-sensor inspection provides the infrastructure insight needed to plan for the future of your collection system. Get accurate structural and debris measurements to help you determine remaining useful life (RUL).

ASSESS STRUCTURAL DEFECTS AND DAMAGE

Get precise measurements for wall loss, ovality, deflection, degradation and other infrastructure damage.

QUANTIFY SEDIMENT AND DEBRIS

Accurate quantification of sediment and debris makes capacity analysis simple. Establish capacity lost due to reduced flow channel and determine more accurate cleaning costs based on volume.

DETERMINE RUL

Accurate dimensions and precise modeling allow you to easily determine remaining useful life.



PROTECT YOUR PIPES

WITH SMALL DIAMETER INSPECTION

With millions of feet of 8 to 12 inch pipe transporting wastewater in cities across the nation, small diameter pipe inspection is one of the most common services we provide. We understand the importance of getting to know your small diameter assets quickly. We keep your workers, community, and the environment safe, while creating as little disruption as possible.

Safer, faster inspections with SOLO

A SOLO inspection allows you to gather up to 6 times the data as traditional CCTV inspection. That's 5,000 feet per day, per field crew! Not only that, but the average SOLO deployment takes as little as 10-15 minutes and its lightweight build requires less manpower to transport and deploy.

Our work with RedZone has allowed us to move from reactively repairing our system to proactively assessing and managing it. The information provided by RedZone has continually increased the efficiency of our asset management and given us the ability to prioritize our repair and O+M needs and structure our annual budget accordingly.

MATT SEBASTIAN, P.E.
Township Engineer



GET TO KNOW YOUR SMALL DIAMETER ASSETS

Get clear and complete data for every pipe in your system. 360-degree views of your pipes' interior and NASSCO scoring allow you to make more confident O&M decisions.

360-degree Video

Small diameter inspection provides high-resolution imagery and video of your

pipes' interior. Use virtual pan, tilt, and zoom technology to visually inspect every inch of your assets.

Defect Coding

NASSCO certified defect coding provides a ranking of defects by severity, allowing you to understand the true condition of your system and plan for the future. 🇺🇸



SMALL DIAMETER PIPE BY THE NUMBERS



In the US, there are **800,000 miles of public sewers**



80% of these sewers are 8"-12" and are considered small-diameter



EPA estimates there are at least **23,000 - 75,000 SSOs per year**

STOP I&I IN ITS *Tracks*

Up to 90% of inflow and infiltration (I&I) can be attributed to manholes. With 20 million manholes across the US providing access points to our sewer systems, these assets can significantly increase maintenance and operations costs by allowing additional flow to enter your collection system.

THE IMPORTANCE OF MANHOLE INSPECTIONS

Understanding your vertical assets not only protects your community and the environment, but can provide immediate cost savings. A single, half-inch hole can admit as much as 5 million gallons of additional water into your system in just one year.

SHRINK YOUR COSTS

Repairs can be costly, but manhole rehab can yield 3-4 times more I&I reduction per dollar spent than pipe rehab, significantly reducing maintenance expenses over time.

PROACTIVELY ASSESS THE STATE OF YOUR SYSTEM

Regular vertical inspection allows you to beat the reactive repair cycle with robust inspection data to guide your decision making processes. Increase the resiliency of your system by monitoring potential problem areas.



GET THE DATA YOU NEED TO PINPOINT I&I

Vertical asset inspection provides you complete data on every manhole in your system. Get reliable infrastructure intelligence to help you plan for the future.

CLEAR IMAGERY

360-degree and flattened videos allow you to see every inch of the interior of your manhole.

3D MODELS AND POINT CLOUDS

Interactive 3D modeling and point clouds provide a digital twin, able to be manipulated and measured with the click of a mouse.

NASSCO DEFECT SCORING

Gather NASSCO certified defect scoring to easily identify areas where O&M budgets should be focused. 🇺🇸



MEET THE Team

At RedZone Robotics, we build and inspect to help you protect your system and your community from the dangers of wastewater infrastructure failures. Our team of tools is specially designed for some of the toughest conditions.

TECH.



SOLO[®]

SENSORS

CCTV – VIRTUAL PAN, TILT, AND ZOOM

PARAMETERS

TRANSPORTATION: TRACKED PLATFORM

PIPE SIZE: 8 – 12 IN (200 – 300 MM)

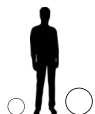
MIN. FLOW: NO FLOW REQUIRED
(TRACKED PLATFORM)

WIFI CONNECTIVITY: AT MANHOLE

DELIVERABLES

NASSCO PACP/MACP, WRC, WSSA

ACCESS



PIPE SIZE

8 IN – 12 IN
200 MM – 300 MM



WATER LEVEL

0 – 1/4



MINIMUM ACCESS

8 IN (200MM)



THE WORLD'S ONLY AUTONOMOUS CRAWLER FOR 8-12" PIPES

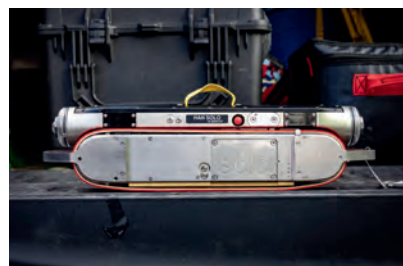
GATHER UP TO 6 TIMES THE DATA



NASSCO CERTIFIED REPORTING

PACP AND MACP

See every aspect of your pipes with 360-degree pan, tilt, and zoom video.



COLLECT DATA EFFICIENTLY

SOLO CAN GATHER UP TO 5,000 FEET OF DATA PER DAY

With deployments of 10-15 minutes, SOLO decreases the requirement for traffic management and disruption to your community. Not only that, SOLO is compact and easy to deploy in any location accessible by an operator on foot, allowing access to manholes vehicle-based CCTV cannot.

MD PROFILER[®]

SENSORS

LASER, SONAR, CCTV - VIRTUAL
PAN/TILT/ZOOM

PARAMETERS

TRANSPORTATION: FLOATING/WHEELED
PLATFORM

PIPE SIZE: 18 – 36 IN (460 – 915 MM)

MIN FLOW: NO FLOW

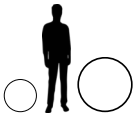
MIN AIR GAP: 8 IN (200 MM)

WIFI CONNECTIVITY: DEPENDENT ON
PIPELINE CONDITIONS

DELIVERABLES

CORROSION, DEBRIS, FLOW HEIGHT,
PIPE SIZE, OVALITY

ACCESS



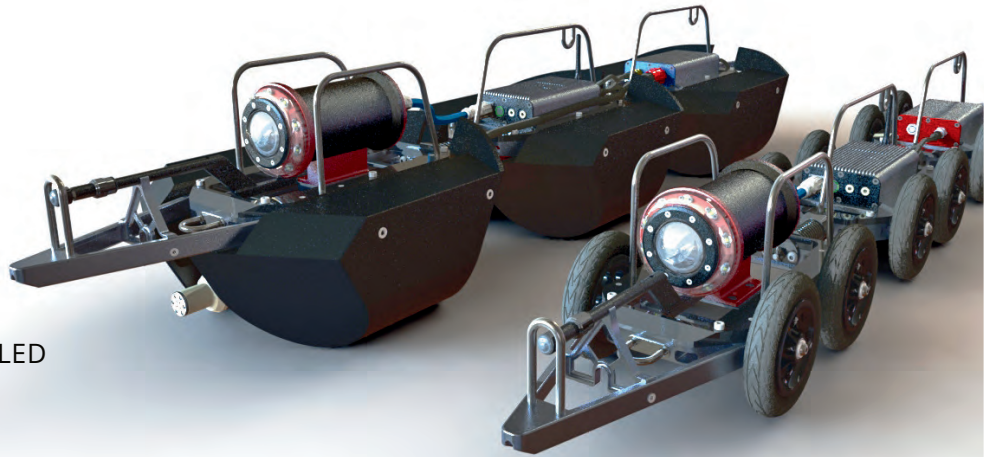
PIPE SIZE
18 IN – 36 IN
460 MM – 915 MM



WATER LEVEL
0 – 1/2



MINIMUM ACCESS
18 IN (460 MM)

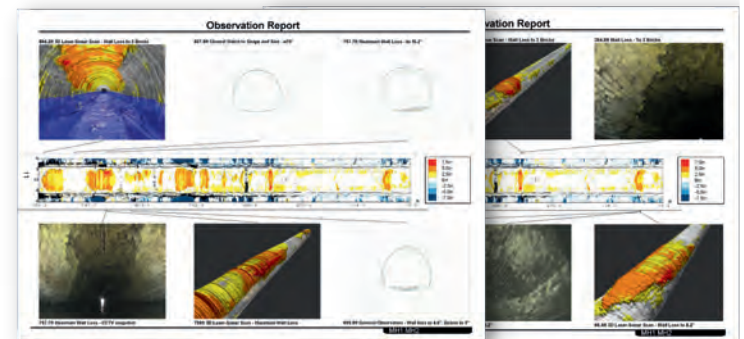


GATHER SYNCHRONIZED DATA IN YOUR MID-SIZED PIPES

MDProfiler's adaptable design allows for both wheeled or floating platforms in order to gather the most and best data possible. Flow or no flow – not a problem for the MDProfiler.

LONG DISTANCE DEPLOYMENTS

MDProfiler is designed for long distance deployments of 10,000 feet (3,000 meters) or more.



GET THE FULL SPECTRUM OF MSI DATA

Get CCTV, sonar, and laser data. Collect ovality and corrosion measurements that help you feel confident in your operations and management planning.

SUPER MD PROFILER[®]

SENSORS

LASER, SONAR, CCTV - VIRTUAL
PAN/TILT/ZOOM

PARAMETERS

TRANSPORTATION: FLOATING PLATFORM

PIPE SIZE: 36 – 125 IN (915 – 3200 MM)

MIN. FLOW: 15 IN (380 MM)

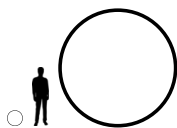
MIN. AIR GAP: 20 IN (510 MM)

WIFI CONNECTIVITY: DEPENDENT ON
PIPELINE CONDITIONS

DELIVERABLES

CORROSION, DEBRIS, FLOW HEIGHT,
PIPE SIZE, OVALITY

ACCESS



PIPE SIZE

36 IN – 125 IN
915 MM – 3200 MM



WATER LEVEL

1/4 – 3/4



MINIMUM ACCESS

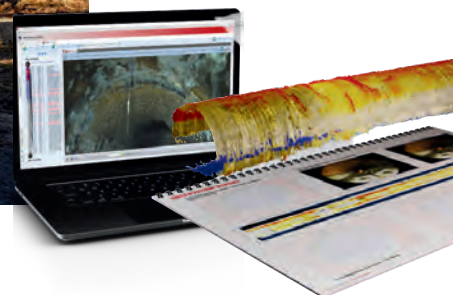
20 IN (510 MM)



DESIGNED FOR INTERCEPTORS AND TUNNELS



**LONG-RANGE
DEPLOYMENTS OF
10,000 FEET/3000
METERS**



EXTENSIVE PROFILING DATA

SuperMD combines laser and sonar profiling synchronized with high resolution CCTV imagery to allow you to see every inch of your assets. See the degree of corrosion, gather ovality measurements, and perform debris mapping to help you make your toughest and most costly decisions.

PROFILER 3D[®]

SENSORS

LASER OR LIDAR, SONAR, **4 HD VIDEO CAMERAS**
CCTV - VIRTUAL PAN/TILT/ZOOM

PARAMETERS

TRANSPORTATION: FLOATING/WHEELED PLATFORM

CCTV RESOLUTION: STITCHED **4K** VIDEO

PIPE SIZE: 18 – 240 IN (460 – 6000 MM)

MIN FLOW: NO FLOW

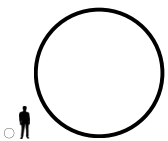
MIN AIR GAP: 8 IN (200 MM)

WIFI CONNECTIVITY: DEPENDENT ON PIPELINE CONDITIONS

DELIVERABLES

PIPE SIZE, CORROSION, OVALITY, DEBRIS, FLOW HEIGHT, BEND RADIUS AND 3D MODELS

ACCESS



PIPE SIZE
18 IN – 240 IN
460 MM – 6000 MM



WATER LEVEL
0 – 1/2



MINIMUM ACCESS
18 IN (460 MM)



UPGRADE THE WAY YOU LOOK AT LARGE DIAMETER PIPES

Profiler 3D combines the multi-sensor inspection data RedZone is known for with the stunning imagery captured by the same stereoscopic cameras used on the Vertue platform.



LONG DISTANCE DEPLOYMENTS

Profiler 3D is designed for long distance deployments of 10,000 feet (3,000 meters) or more.



NEXT GENERATION OF MULTI-SENSOR DATA

Photogrammetric models developed from the CCTV, supplemented with the laser and sonar sensors, provides an unparalleled view in every inch of your trunk and interceptor mainlines.

RESPONDER[®]

SENSORS

3D LIDAR, SONAR, **HD CCTV** – VIRTUAL PAN, TILT, AND ZOOM, GAS, TEMPERATURE

PARAMETERS

TRANSPORTATION: HYDRAULIC TRACKED CRAWLER

PIPE SIZE: 36 – 240 IN (915 – 6000 MM)

MIN. FLOW: 0 IN (0 MM)

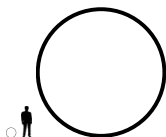
MIN. AIR GAP: 0 IN (0 MM)

CONTROL: REAL-TIME CONTROL/FEEDBACK

DELIVERABLES

CORROSION, DEBRIS, ALIGNMENT, FLOW HEIGHT, PIPE SIZE, OVALITY, VIRTUAL MANDREL, GAS, TEMPERATURE

ACCESS



PIPE SIZE

36 IN – 240 IN
915 MM – 6000 MM



WATER LEVEL

0 – FULL



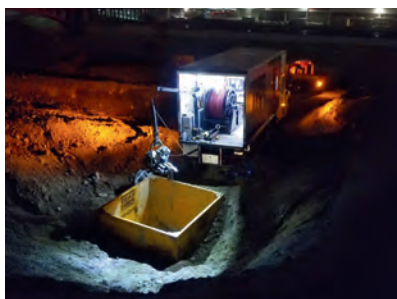
MINIMUM ACCESS

23 IN (580 MM)



THE ORIGINAL MSI

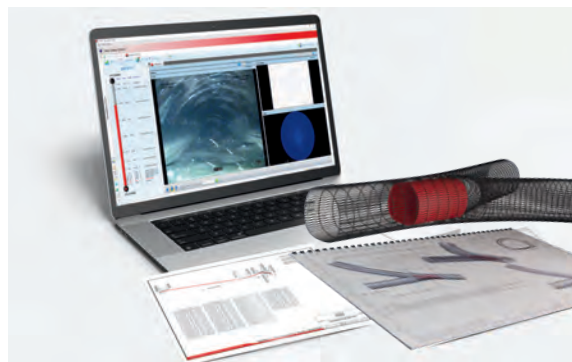
Protect your large diameter assets with the go-anywhere tool.



GO WHERE NO OTHER TOOL CAN

Powerfully built to withstand what others cannot. Respondor collects data in the harshest environments and in fully submerged pipe.

GET THE MOST DATA SEE A CLEAR PICTURE OF YOUR LARGE DIAMETER ASSETS



Responder's on-board hydraulic capabilities, 3D-scanning LiDAR, sonar, high-resolution CCTV, gas, and temperature sensors gather the most complete data available. The synchronization of this data provides a concise representation of the state of your most critical assets.

MDSUB[®]

SENSORS

SONAR

PARAMETERS

TRANSPORTATION: NEUTRALLY BUOYANT PLATFORM

PIPE SIZE: 20 – 87 IN (500 – 2200 MM)

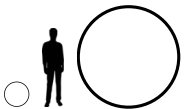
MIN. FLOW: 14 IN (350 MM)

MIN. AIR GAP: 0 IN (0 MM) (FULLY SURCHARGED)

DELIVERABLES

DEBRIS, FLOW HEIGHT, PIPE SIZE

ACCESS



PIPE SIZE
20IN – 87IN
500MM – 2200MM



WATER LEVEL
1/4 – FULL

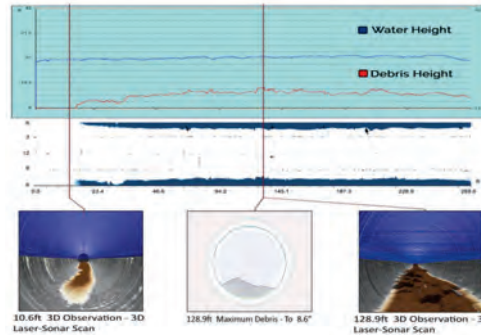


MINIMUM ACCESS
18 IN (460 MM)



GOT FLOW? NO PROBLEM.

MDSub is designed for siphons and fully surcharged lines.



DON'T LET SURCHARGED LINES KEEP YOU FROM CLEAR DATA

MDSub goes where no CCTV crawler can. Traversing large diameter fully surcharged assets.

LONG-RANGE DEPLOYMENTS?

MDSUB HAS IT COVERED.

MDSub allows for long-range deployments of 8,000 feet (2400 meters) or more.



VERTUE®

SENSORS

GPS, 4 HD VIDEO CAMERAS
CCTV – VIRTUAL PAN/TILT/ZOOM
PHOTOGRAMMETRY

PARAMETERS

TRANSPORTATION: SELF-CONTAINED TRIPOD

CCTV RESOLUTION: STITCHED 4K VIDEO

STORAGE SPACE: 1 TB

BATTERY LIFE: 25 DROPS

VOLTAGE: 14.4 V LI-ION

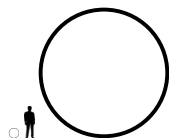
PAYLOAD WEIGHT: 13 LBS

WINCH WEIGHT: 16 LBS

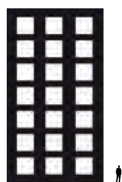
DELIVERABLES

MACP, GPS, CHAMBER DIMENSIONS /
GEOMETRY

ACCESS



CHAMBER WIDTH
24 – 720IN
600MM – 18000MM



CHAMBER DEPTH
100LF (30M)

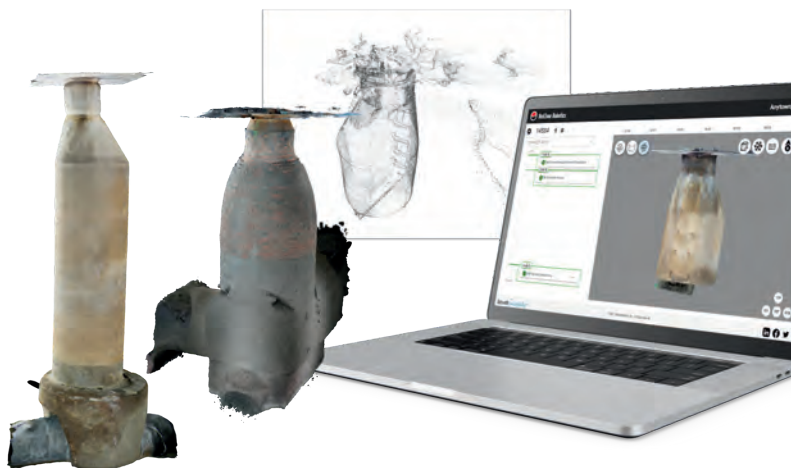
*STRESS TESTS PERFORMED IN THE
FIELD DEMONSTRATED VERTUE'S
ABILITY TO INSPECT AS FAR AS
1000 LF WITH CRISP, CLEAR,
RESULTS.



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SUBSITE/RS TECHNICAL

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MEDIAN DIAMETER
MIN/MAX DIAMETER
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Packet Pg. 93

BUILD. INSPECT. PROTECT.

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RedZone Robotics

REDZONE.COM



From: Sam Cancilla
To: Matt Young
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion
Date: Monday, April 8, 2024 1:53:31 PM
Attachments: [Photo001.png](#)
[Photo002.png](#)
[Photo003.png](#)
[Photo004.png](#)
[Photo005.png](#)
[Photo006.png](#)
[Photo007.png](#)
[Photo008.png](#)
[Photo011.png](#)
[Photo016.png](#)
[Photo019.png](#)
[Inside the Pipe - 2024 Email - Copy.pdf](#)

ADDITIONAL WORK - PROPOSAL

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Hi Matt –

Thanks for the update.

We will be using a combination of the HD Profiler type 360° Digital CCTV along with also our HD CCTV conventional CCTV systems, depending on the access and pipe conditions. We typically use the HD Profiler in 20-inch and larger, but also on 18-inches in, some cases as well.

Yes, the reports include all NASSCO PACP videos, PACP ratings and scores, so you can rank and prioritize all the defects and codes (PACP 1-5) and focus in on the 4's and 5's. Also, we are providing a trial version of Integrity web-based software all tied to your GIS for viewing, ranking and overlays.

See attached Tech Brochure for your use as well.

Let me know if you have any questions or need anything else!

Thanks,

-Sam

Sam Cancilla
 VP Business Development
 RedZone Robotics, Inc.
 412.758.3327 D
scancilla@redzone.com



From: Matt Young <MYoung@fairfield-city.org>
Sent: Monday, April 8, 2024 11:44 AM
To: Sam Cancilla <scancilla@redzone.com>; Adam Sackenheim <ASackenheim@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

Sam,

We are taking your project to our Council on 4/22. In regard to the quote below, can you elaborate on the CCTV technology and reports? For instance, is the work completed with a conventional CCTV camera or 360° digital camera? Also, does the report include a PACP score?

Thanks,

Matt Young
 Superintendent
 City of Fairfield, Ohio
 5021 Groh Lane
 513-858-8328

From: Sam Cancilla <scancilla@redzone.com>
Sent: Wednesday, March 27, 2024 9:31 AM
To: Adam Sackenheim <ASackenheim@fairfield-city.org>; Matt Young <MYoung@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

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Hi Adam –

Thanks for the call and update.

Please see the attached Professional Services Sole Source letter for your use and review.

See budget pricing for the approximate 30,000 LF of 18-inch sewers for Digital CCTV only with reports and deliverables.

Item Description	Qty	U/M	Unit Price	Total
Digital CCTV Only Data Collection and Reports for 18-inch Sewers	30,000	LF	\$3.50	\$105,000

Looking forward to the project and working with you and the group.

Thanks,

-Sam

Sam Cancilla
 VP Business Development
 RedZone Robotics, Inc.
 412.758.3327 D
scancilla@redzone.com



From: Adam Sackenheim <ASackenheim@fairfield-city.org>
Sent: Tuesday, March 26, 2024 7:51 AM
To: Sam Cancilla <scancilla@redzone.com>; Matt Young <MYoung@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

Hi Sam,

Can you give me a call today at your convenience? I have a quick question for you.
 Cell is best – 513-309-1253.

Thanks,

Adam M. Sackenheim
 Public Utilities Director
 City of Fairfield, Ohio
 5021 Groh Lane
 Fairfield, OH 45014
 513-896-8153



www.fairfieldoh.gov



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From: Sam Cancilla <scancilla@redzone.com>
Sent: Wednesday, February 28, 2024 9:40 AM
To: Matt Young <MYoung@fairfield-city.org>
Cc: Adam Sackenheim <ASackenheim@fairfield-city.org>; Jason Turner <jturner@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

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Hi Matt –

Attachment: 04082024 Sam Cancilla email on CCTV pricing (3896 : Contract for Professional Services for Robotic Inspections of Large

Thanks for the update and looking forward to it!

-Sam

Sam Cancilla
VP Business Development
RedZone Robotics, Inc.
412.758.3327 D
scancilla@redzone.com



From: Matt Young <MYoung@fairfield-city.org>
Sent: Wednesday, February 28, 2024 9:20 AM
To: Sam Cancilla <scancilla@redzone.com>
Cc: Adam Sackenheim <ASackenheim@fairfield-city.org>; Jason Turner <jturner@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

Sam,

We expect City Council to approve funding in mid/late March. This will allow us to go back to Council with your proposal in late March/April. We then have to wait 30 days for it to become law and then we can move forward. During that 30 day time period we will begin setting up a contract. Our legal department will require a contract since the value is over \$50,000. The best case scenario to begin work would be early May.

Thanks,

Matt Young
Superintendent
City of Fairfield, Ohio
5021 Groh Lane
513-858-8328

From: Sam Cancilla <scancilla@redzone.com>
Sent: Tuesday, February 27, 2024 2:30 PM
To: Matt Young <MYoung@fairfield-city.org>
Cc: Adam Sackenheim <ASackenheim@fairfield-city.org>; Jason Turner <jturner@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

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Hello Gentlemen –

Wanted to check in as we get into March and if you needed anything for the upcoming MSI Program this year?

Are still on track for April?

Thanks,

-Sam

Sam Cancilla
Vice President Business Development
scancilla@redzone.com
M 412.758.3327
O 412.476.8980 x231



RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrensville, PA 15086
www.RedZone.com

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From: Matt Young <MYoung@fairfield-city.org>
Sent: Wednesday, December 27, 2023 12:04 PM
To: Sam Cancilla <scancilla@redzone.com>
Cc: Adam Sackenheim <ASackenheim@fairfield-city.org>; Jason Turner <jturner@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

Sam,

We are adding this work to our 2024 Capital improvements. Those funds are typically approved in April. I will be in touch.

Thanks,

Matt Young
Superintendent
City of Fairfield, Ohio
5021 Groh Lane
513-858-8328

From: Sam Cancilla <scancilla@redzone.com>
Sent: Monday, December 11, 2023 10:25 AM
To: Matt Young <MYoung@fairfield-city.org>
Cc: Adam Sackenheim <ASackenheim@fairfield-city.org>; Jason Turner <jturner@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

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Good morning, Matt -

Wanted to check in if you had any questions or any updates?

Looking forward to your feedback.

Thanks,

-Sam

Sam Cancilla
Vice President Business Development
scancilla@redzone.com
M 412.758.3327
O 412.476.8980 x231



RedZone Robotics, Inc.
195 Thorn Hill Road, Suite 110
Warrensville, PA 15086
www.RedZone.com

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From: Matt Young <MYoung@fairfield-city.org>
Sent: Tuesday, November 14, 2023 8:45 AM
To: Sam Cancilla <scancilla@redzone.com>
Cc: Adam Sackenheim <ASackenheim@fairfield-city.org>; Jason Turner <jturner@fairfield-city.org>
Subject: RE: OH Fairfield - Large Diameter Sewer Assessment | RedZone Robotics Recon Report and Discussion

Thanks Sam!

Things have been a bit hectic, I hope to put some thought in to this later this week/early next.

Matt Young
Superintendent
City of Fairfield, Ohio
5021 Groh Lane
513-858-8328

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REDZONE ROBOTICS FOR PROFESSIONAL AND TECHNICAL SERVICES RELATED TO THE MULTI-SENSOR ROBOTIC INSPECTION OF THE CITY'S LARGE DIAMETER SANITARY SEWERS.

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 RedZone Robotics for professional and technical services related to the multi-sensor robotic inspection of the City's large diameter sanitary sewers in accordance with the proposal 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\2024\REDZONE ROBOTICS-ORD

Attachment: REDZONE ROBOTICS-ORD (3896 : Contract for Professional Services for Robotic Inspections of Large Diameter Sewer Lines)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Chris Hacker,
 Submitting Department: Finance

Subject:

Supplemental Appropriation - TIF Reimbursement

Legislation Title:

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024” - Supplemental Appropriations.

Recommendation:

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

Background/Synopsis:

There are requests for TIF Fund appropriations to make the school districts whole for amounts collected and distributed by Butler County to the City of Fairfield during tax years 2021 and 2022.

From: Unappropriated Northeast Area TIF Fund...	\$147,905.06
To: 22216027-272000 Reimbursement To...	\$147,905.06
From: Unappropriated Town Center TIF Fund...	\$ 559.75
To: 22316027-272000 Reimbursement To...	\$ 559.75

Financial Impact:

Supplemental appropriations are required in the following amounts: Unappropriated Northeast Area TIF Fund - \$147,905.06; Unappropriated Town Center TIF Fund - \$559.75.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

Supplemental Appropriations Ordinance

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. SUPPLEMENTAL-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024."

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

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

From:	Unappropriated Northeast Area TIF Fund	\$147,905.06
To:	22216027-272000 Reimbursement To (TIF Reimbursements to Schools)	\$147,905.06
From:	Unappropriated South Town Center TIF Fund	\$559.75
To:	22316027-272000 Reimbursement To (TIF Reimbursements to Schools)	\$559.75

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\SUPPLEMENTAL-ORD

Attachment: SUPPLEMENTAL-ORD (3911 : Supplemental Appropriation - TIF Reimbursement)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Recommendation:

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

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

\$435,000 for robotic inspections of large diameter sanitary sewers;
 \$28,702 for contingency fund restoration for Riegert Square Project.

Financial Impact: \$463,702.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriations.042224
2. CONTRACTUAL 4-22-ORD



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Contingency Funds Restored/Established from 2023 for 2024 – Riegert Square Project

Legislation Title:

Contingency Funds Restored/Established from 2023 for 2024 – Riegert Square Project

Recommendation:

The staff recommends that City Council authorize funding be restored in the amounts listed under the financial impact totaling \$28,702.00 from the ARPA Fund.

Background/Synopsis:

The contingencies were awarded in 2023 but not used yet as the project stretched into the next calendar year. This is expected to be the last contingency request. It is primarily for electric to the signs which was not completely known at the time of bidding since the commercial signs were separately designed.

Financial Impact:

3PW21 – Riegert Square Project restore a part of the original contingency of \$28,702.00 using American Rescue Plan Act (ARPA) funding.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: Contractual Appropriations.042224 (3912 : Contractual Appropriations)

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024."

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

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

From:	Unappropriated Sewer Replacement & Improvement Fund	\$435,000
To:	62316023-233900 Other Professional Services <i>(Sanitary Sewer Robotic Inspections 4WW01)</i>	\$435,000
From:	Unappropriated American Rescue Plan Act Fund	\$28,702
To:	26616025-252000 Improvements other than Building <i>(Reigert Square Redevelopment Contingency Funds Restoration 3PW21)</i>	\$28,702

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2024, and ending December 31, 2024.”

Recommendation:

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

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

\$54,402 for Cushman Truckster XD Kubota (Golf Maintenance);
 \$8,000 for Public Utilities Department Annex Canopy;
 \$28,378 for Smithco Sand Star III (Golf Maintenance);
 \$29,340 for Bedknife Grinder (Golf Maintenance);
 \$58,790 for Accu-Master Reel Grinder (Golf Maintenance);
 \$41,794 for carpet replacement and hardwood resurfacing at Community Arts Center;
 \$24,310 for Aquatic Center repairs and parts;
 \$40,000 for 2024 Municipal Parking Lot Maintenance Program;
 \$10,950 for Harbin Splash Pad maintenance;
 \$4,811 for ice maker at Community Arts Center;
 \$25,063 for Grill Room furniture at South Trace;
 \$30,240 for installation of drinking fountains;
 \$50,000 for Municipal Building Improvements;
 \$30,000 for Public Works repairs and upgrades.

Financial Impact: \$436,078.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.042224
2. NONCONTRACTUAL 4-22-ORD



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for Cushman Truckster XD Kubota for Golf Maintenance

Legislation Title:

Non-contractual Appropriation for Cushman Truckster XD for Golf Maintenance

Recommendation:

It is recommended that City Council authorize an appropriation of \$54,401.35 from the Capital Fund for the purchase of a Cushman Truckster XD Kubota as detailed in the attached quote.

Background/Synopsis:

This project is to purchase a Cushman Truckster XD Kubota. This will be an additional Kubota to our fleet that has a heavier load to help on the golf course.

The funding for this project is programmed in the 2024-2028 as CIP 4RC04.

Financial Impact:

\$54,401.35 from the Capital Fund as CIP 4RC04.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Kubota

QUOTATION

BAKER VEHICLE SYSTEMS INC.

9035 Freeway Drive • Macedonia, OH 44056

Phone: 330-467-2250 • Fax: 330-467-8308

Serving Golf, Turf & Industry since 1940

TO: **Fairfield Greens**
2200 John Gray Rd
Fairfield, OH 45014

DATE: 3/28/2024

ATTN: Todd

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

SALESPERSON	F.O.B	DELIVERY	PAYMENT TERMS
ALAWSON	Destination	TBD	TBD

QTY.	ITEM	DESCRIPTION	PRICE	EXTENDED
1	666486G01 4364966 4300891 4294631	Cushman Truckster XD, Kubota Gas, 4WD, 3500lb Payload Capacity, 2" Receiver, Rear Hi/Lo Auxillary Hydraulic Ports, and all std specs	\$53,669.35	\$53,669.35
1		Freight/Setup	\$732.00	\$732.00

SPECIAL FINANCE OPTION:

Delivery Month:

Amount Financed:

Term:

Number of Payments:

Payment Schedule:

Payment Amount:

Purchase Option:

SUBTOTAL	\$54,401.35
TAX RATE	
SALES TAX	
TRADE-IN ALLOWANCE	
TOTAL	\$54,401.35

BY: _____

Note: This offer is subject to credit approval. Rates change and payment amount may vary. Above payment does not include applicable sales tax.

To accept this quotation, sign here and return: _____ Date: _____



City Council Action Item
Regular Meeting - April 22, 2024

Submitted by: Matt Young,
 Submitting Department: Public Utilities

Subject:

Public Utilities Department Annex Canopy

Legislation Title:

Public Utilities Annex Canopy

Recommendation:

Background/Synopsis: This appropriation is proposed to purchase a new canopy to store and shelter topsoil from the weather. Water Distribution staff is often tasked to restore previously excavated areas and frequently topsoil is required for those turf restorations. Stockpiling and sheltering topsoil generated by excavations and/or acquired by purchasing will provide greater access to dry topsoil and also provide a more cost effective approach to purchasing and stockpiling.

Financial Impact: An appropriation in the amount of \$8,000.00 is requested for the purchase of a canopy for the Water Division. Funding for the project is provided in the 2024 - 2028 Capital Improvement Program under project 4WT15 BUILDING IMPROVEMENTS. The funding source is the Water Replacement and Improvement Fund (604.)

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Copy of City of Fairfield quote 4-5-24
2. 26' wide x 12' high CS - WM introduction


Sheltervision LLC

3584 Mercer Auglaize Line Road

Minster, Ohio 45865

www.portablegarageshelter.com

phone: 419-852-7765

Email: portablesheaters@roadrunner.com

Company name City of Fairfield Water

Customer name: Nick Middendorf

 Customer address: 5021 Groh Lane
Fairfield, Ohio 45104

Customer phone:

Quotation / proposal

Quotation date: 4/5/2024

Quotation number: WM040524-12

Quotation effective 10 days from above date

Thank you for the opportunity to quote one of our wall mount storage buildings!!! Please feel free to contact us if you have any additional questions.

Part # / model	Quantity	Description/detail	Price (each)	Total
CS00826R4W	1	Building size / shape / series: 26' wide x 24' long x 12' high round <u>wall mount</u> storage building - Commercial Series (USA made) **Rafter / arch spacing: 4' on center	\$4,795.00	\$4,795.00
		Rafter frame tube: 1.9" diameter (14) gauge round galvanized structural steel tubing (USA made)	included	included
		Main cover material: 12.5 oz/yd ² (24) mil thickness coated woven polyethylene (USA made) **white exterior / white interior **includes tension ratchets and straps **thermally fused watertight seams **single piece main cover	included	included
		Front end panel: open (no panel or framing)	not applicable	not applicable
CS103953	1	Rear end panel frame: 26' wide x 12' high galvanized structural steel end frame (USA made) **fastening hardware included **no door opening (10' wide x 9' high opening without assembly of (1) vertical steel component)	\$975.00	\$975.00
CS106647W	1	Rear end panel cover: 26' wide x 12' high solid end panel (no door) with matching main cover material (USA made) **fastening hardware included	\$625.00	\$625.00
CS104302	14	Concrete / wood / steel foot plates: 4" x 5 1/2" zinc plated steel flat based mounting plates **fastening hardware included ** (1) foot plate per leg of the structure **each plate includes (4) predrilled 9/16" holes	included	included
FAW520	56	Concrete anchors: 1/2" x 4 1/4" zinc plated concrete wedge anchors	\$1.70	\$95.20
CS116175	1	Air flow vent: 24" x 30" louver vent for rear wall	\$185.00	\$185.00
		Sales tax		exempt
		Shipping to above address		\$1,075.00

This quotation is subject to errors and omissions

Construction and assembly information:

- * Detailed instructions provided with each unit
- * Package includes all hardware required for assembly
- * Quoted pricing does not include site preparation, installation, equipment rental, and wall mounting materials
- * Customer to mount on (3) sided equal height wall
- * Customer to mount on concrete bin block wall which must be of equal height on both sides and level
- * Height of quoted structure is 12' high from grade level. Customer wall height not included in quoted height
- * Outside edge of customer wall must be "flush" with edge of building (26'4"- 26'8" outside to outside is optimal)
- * This structure cannot be mounted directly on grade level (wall mounting required)
- * Our 3' rafter / arch spacing units are recommended for harsh weather regions

Shipping and delivery information:

- * Estimated shipping time 8- 12 business days from the day of the order
- * Customer must be present at delivery and capable of receiving by LTL freight on enclosed semi trailer
- * Customer is responsible for any charges associated with delivery location change
- * Shipping cost does not include a lift gate. Note that lift gates are not advantageous due to large pallet size
- * Products are shipped on large oversized pallets. Forklift or similar equipment is strongly recommended for unloading.
- * It is the customer's responsibility to unload the freight from the delivery truck.

Payment terms and conditions:

- * All payments must be US dollars
- * Payments accepted by credit card, debit card, business check, personal check, paypal, and electronic transfer
- * All checks must "clear" prior to product shipment for "advance / up front" payments
- * Credit accounts subject to credit application approval, down payment, and net 20 day balance payment
- * Canadian customers are responsible for any tariffs, taxes, and brokerage fees associated with border shipments
- * **Payments received by credit card, debit card, and paypal and assessed a 2% charge to Grand Total above**

Custom orders:

- * Custom orders cannot be altered, changed, cancelled, or returned

Warranty information:

- *15 year manufacturer prorated warranty on main cover

26' wide x 12' high wall mount storage building details (MADE IN THE USA)



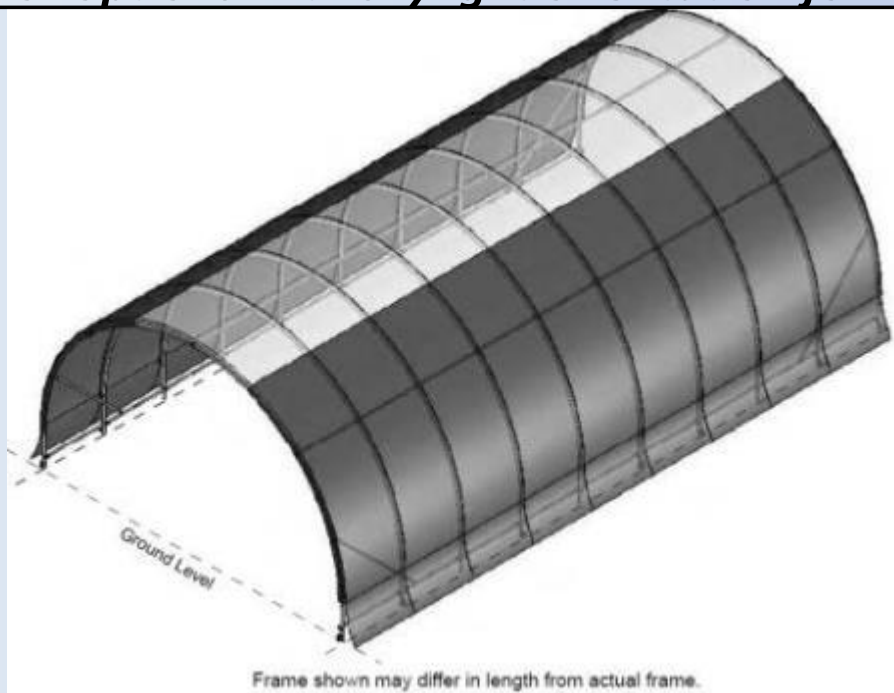
Frame: 1.9" triple galvanized round structural steel tubing
Main cover: 12.5 oz/yd² (24 mil thickness) woven polyethylene
Cover color options: White (standard); green, gray, tan available for additional cost
Leg spacing: 4' (3' recommended for harsh weather regions)
Available lengths: 24', 36', 48' (custom lengths available for additional cost and manufacturing lead time)

- Can be assembled on bin blocks, poured walls, wood header walls and other arrangements with proper outside to outside wall measurement (26'4" - 26'8")
- Comprehensive instruction manual included which each unit
- Package includes all hardware required for assembly
- Covers are thermally fused at the seams for a watertight seal
- Can be equipped with vertical steel end framing and end panels (see page 9)
- Joint cross connectors and corner struts for superior rigidity
- Ratchet tension system keeps cover tight to the frame
- Includes flat based mounting feet for each leg (see page 6)
- 15 year manufacturer prorated warranty on cover

Example photos



Color options with skylight orientation for non white colors

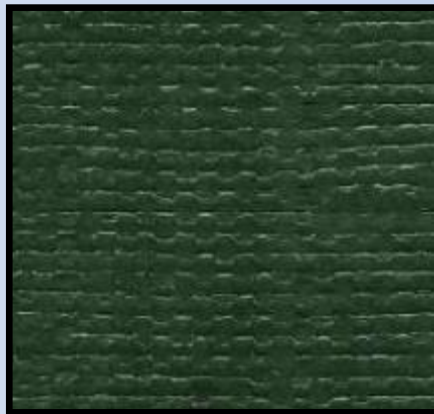


- 26' wide x 36' long x 12' high with 4' rafter spacing shown
- Green, gray, and tan units include **no transparent** 6' wide skylight across to center for additional interior lighting
- White is same material as the skylight
- Interiors are white regardless of exterior color

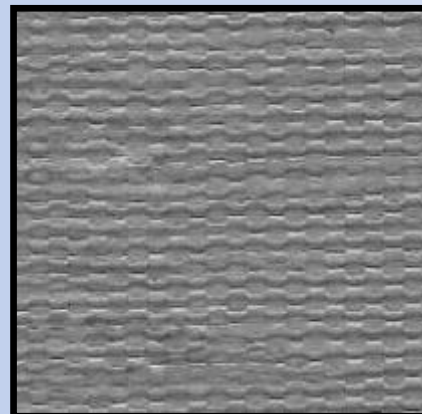
White



Green



Gray

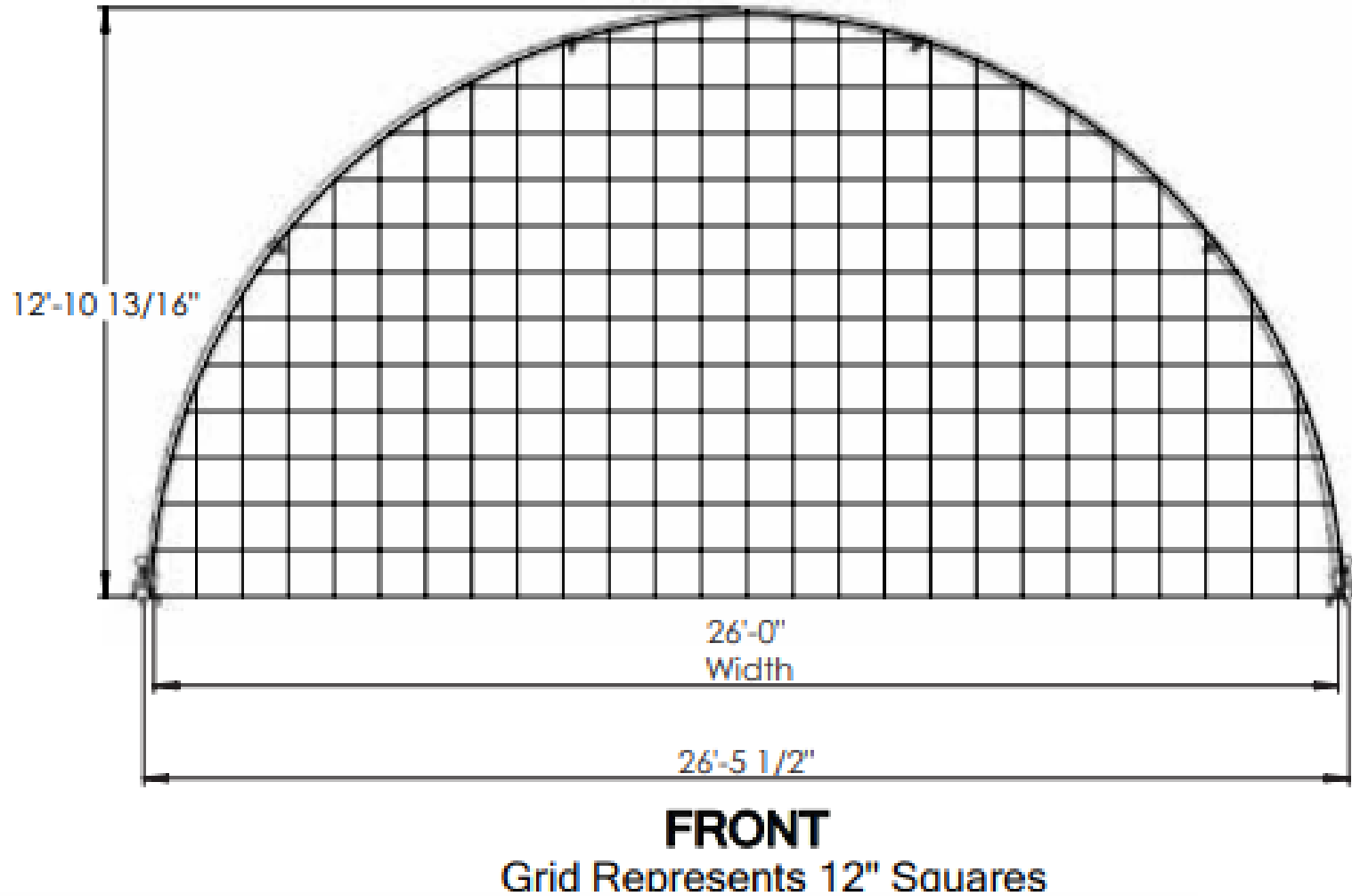


Tan

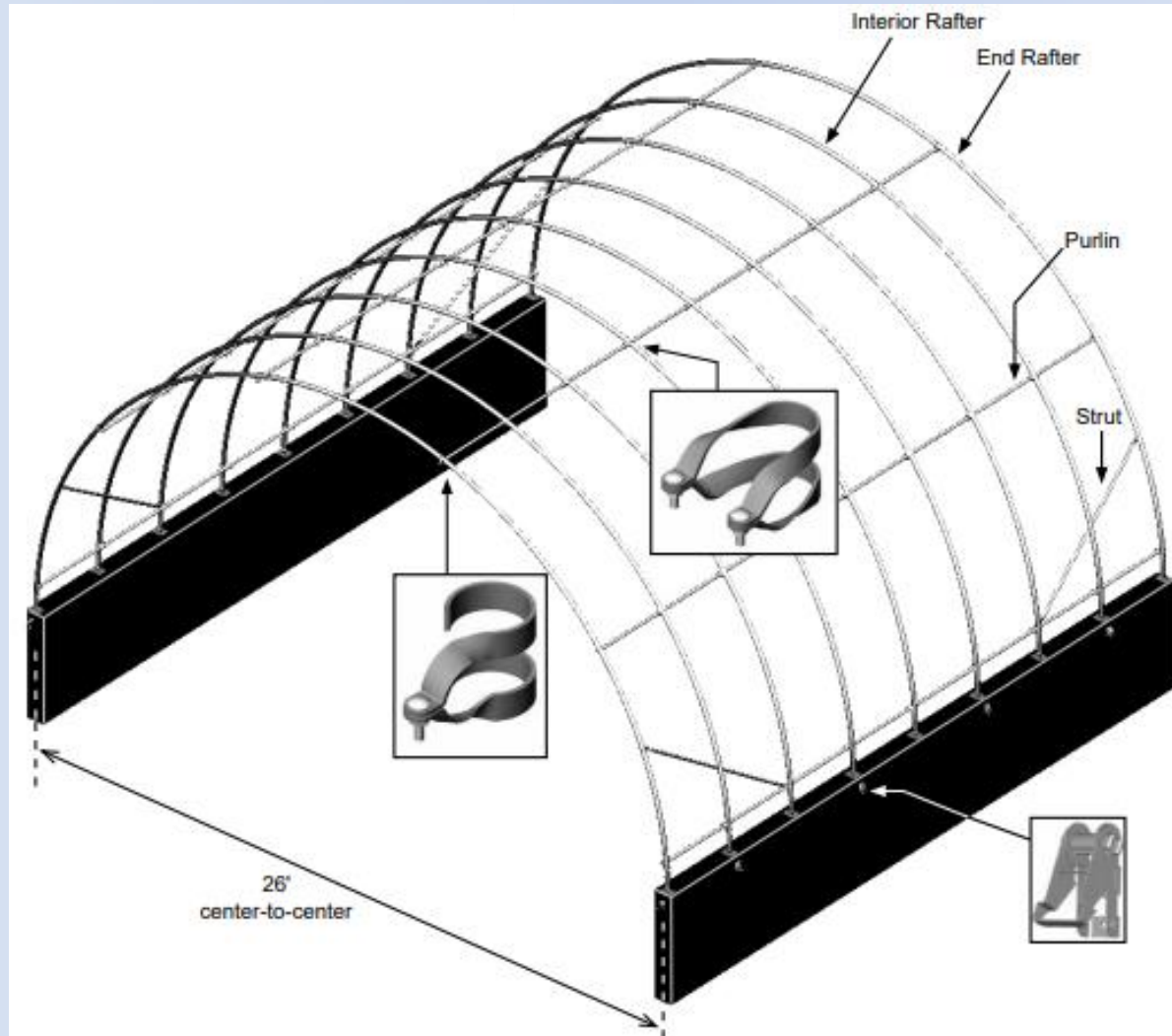


Available exterior colors are white, green, gray, and tan

End profile diagram for internal clearances

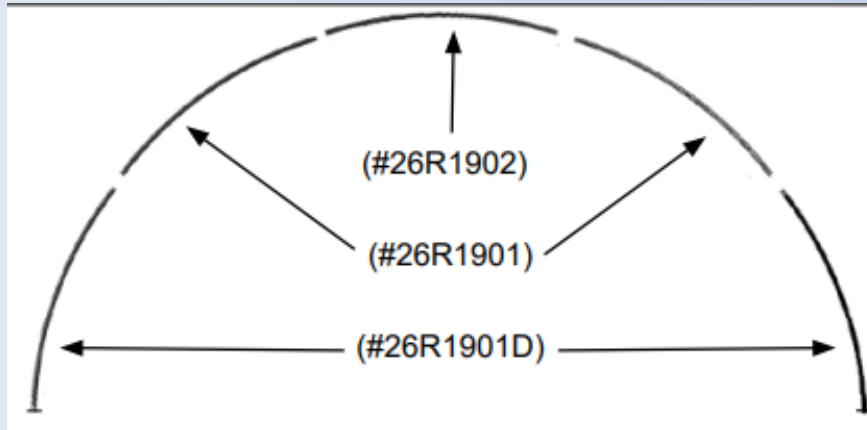


3D frame construction diagram with connection points

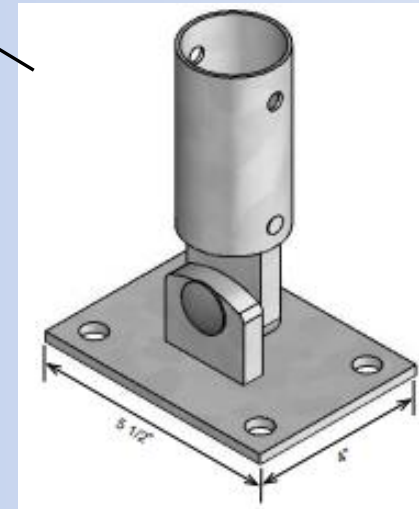
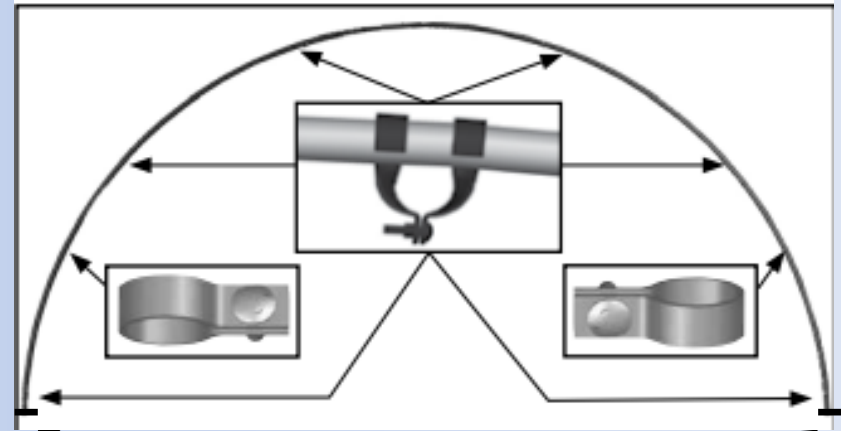
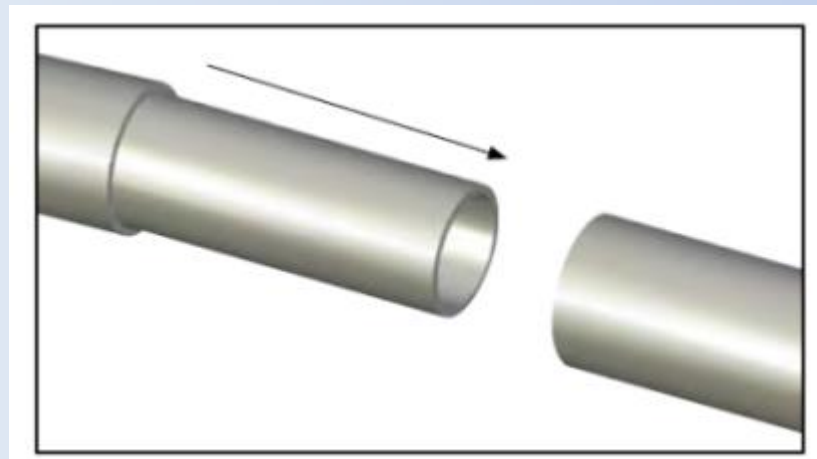


Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual

Rafter construction diagrams



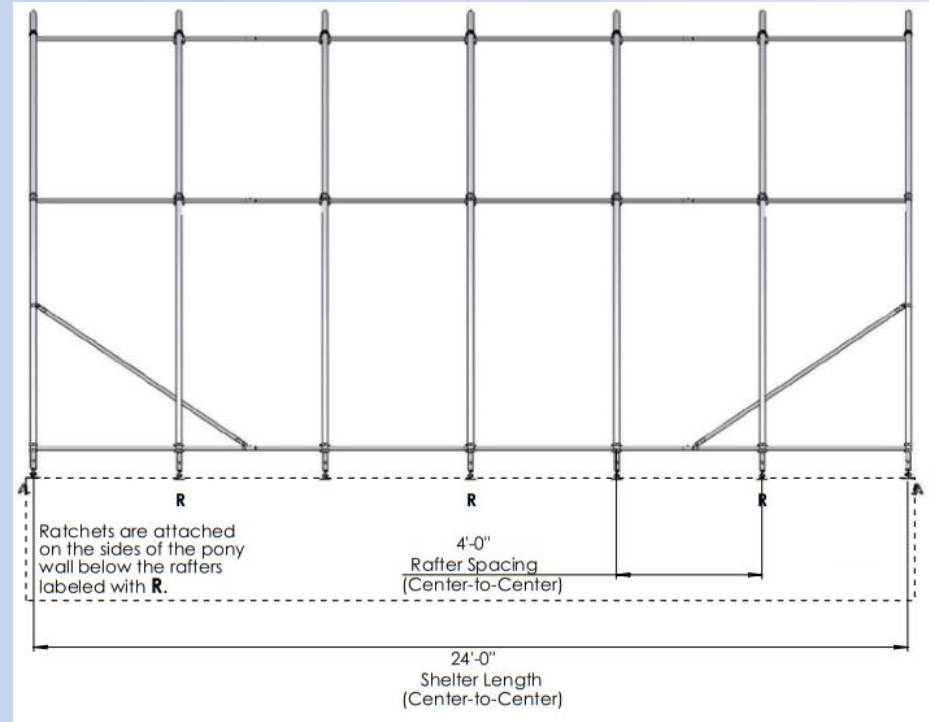
Each rafter consists of (6) galvanized steel tubes (above diagram) that are "slip fit" together (below diagram) and secured with fasteners



Rafters are connected with cross member purlins with hardware in top right diagram. Foot plates (bottom diagram) are mounted to the bottom of each

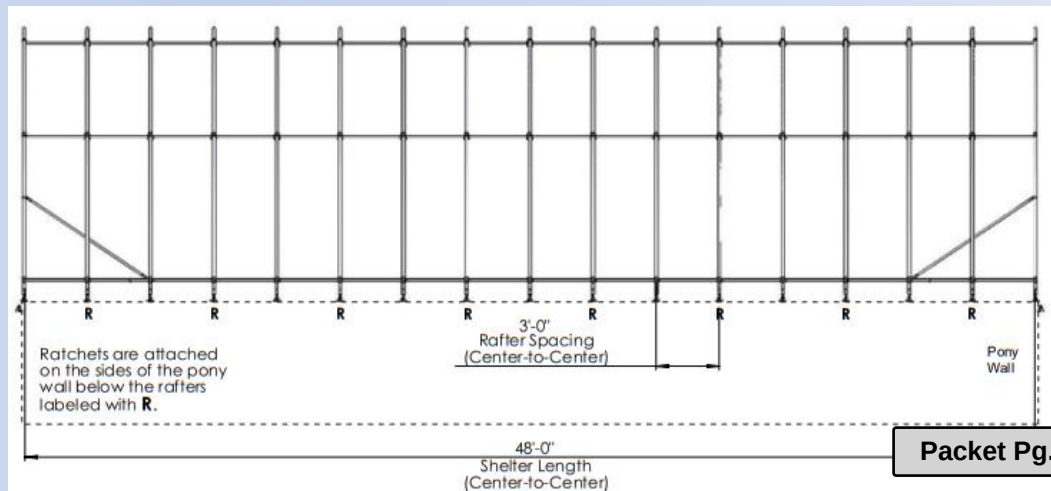
Side profile frame construction

24' long building side profile with 4' leg spacing



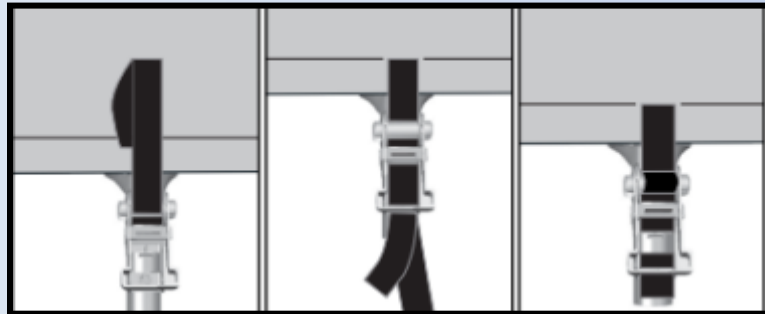
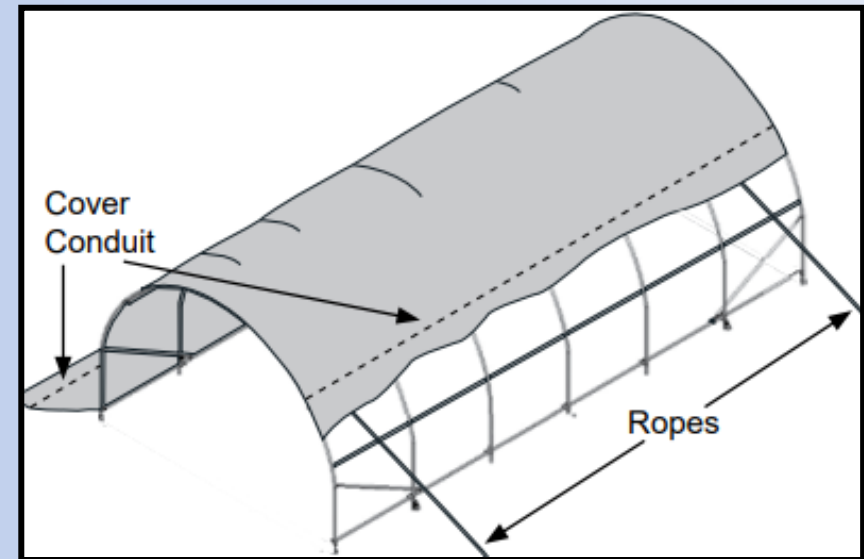
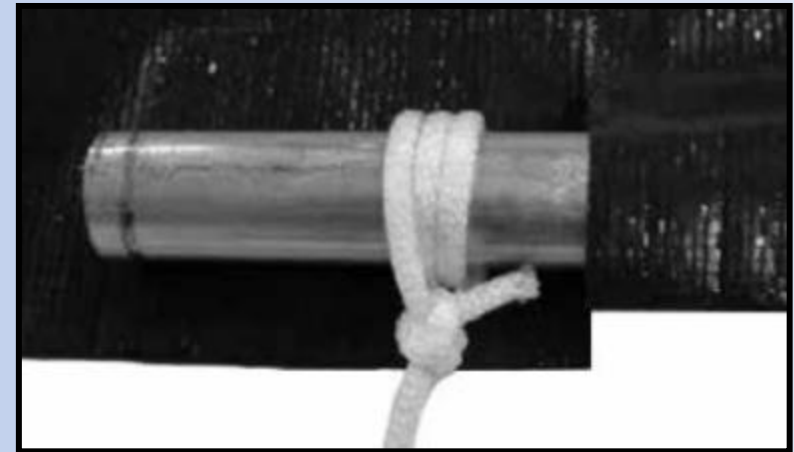
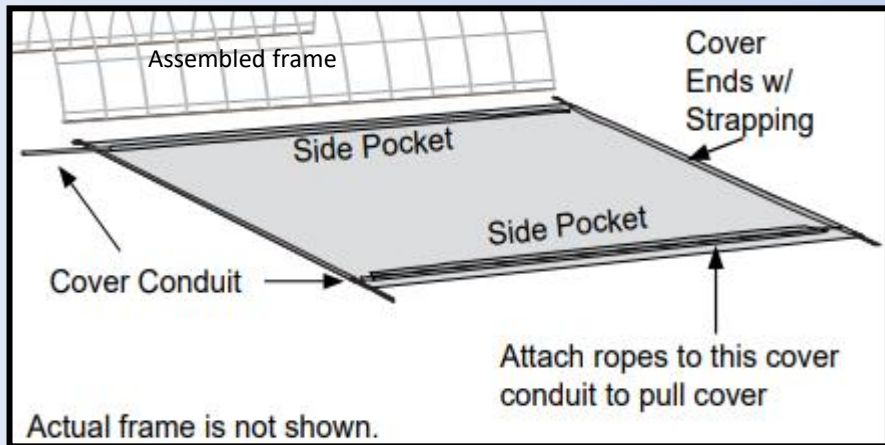
Dashed lines represent customer constructed wall

48' long building side profile with 3' leg spacing



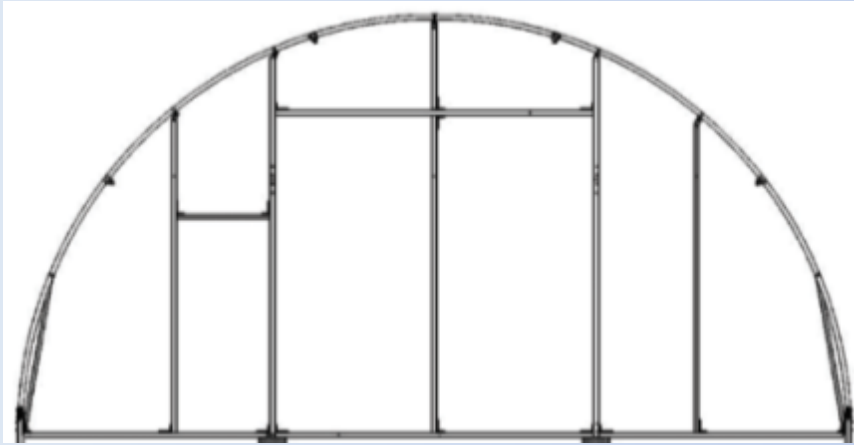
Ratchets are secured to the outside of the wall as noted by "R" in the diagrams

Main cover installation information

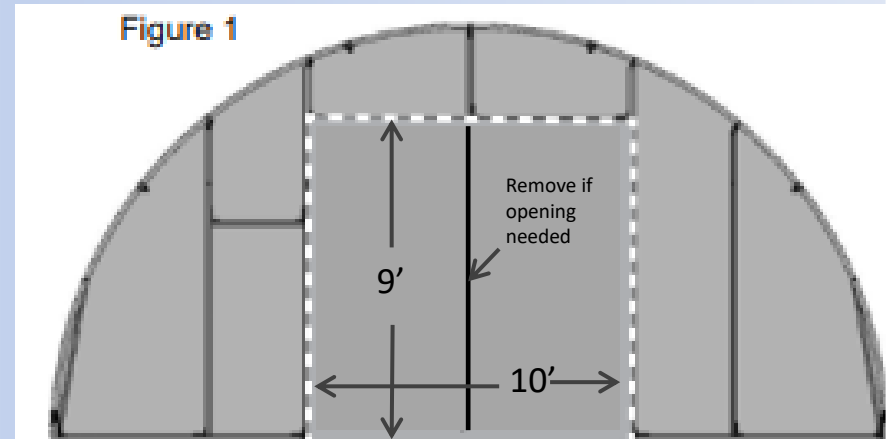


- *Cover conduit steel tube is inserted into the side pockets of the cover (top left diagram) and placed on the side of the assembled frame.
- *Rope is wrapped around cover conduit (top right diagram)
- *Cover is pulled over the frame using the ropes (bottom right diagram)
- *Ratchets are attached to the frame and straps wrap around conduit within the cover and tensioned (bottom left diagram)

End panel enclosure framing and cover (optional accessories)



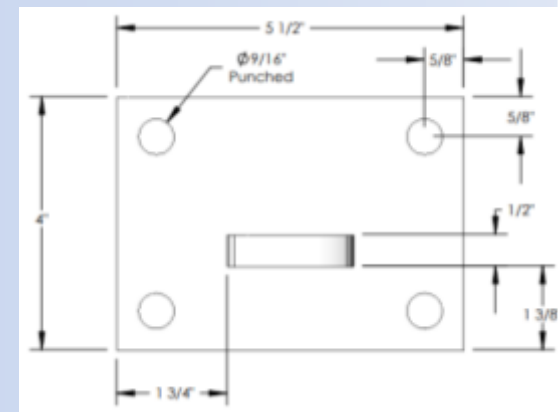
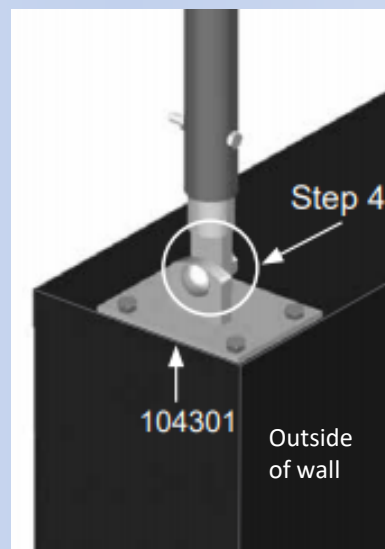
No door diagram (solid wall)



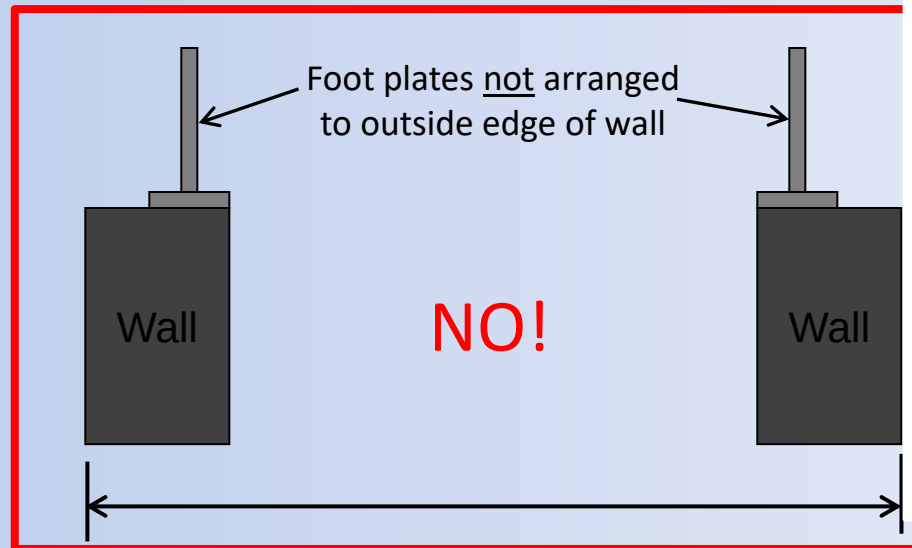
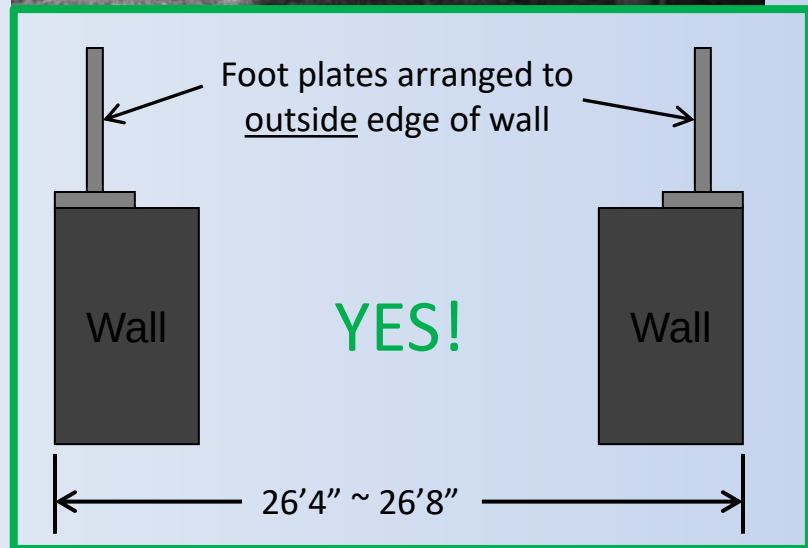
No door diagram and cover panel installed

- *End framing consists of square galvanized structural steel tubing and 12.5 oz/yd² (24) mil cover panel with fastening hardware
- *Steel end framing is highly recommended with purchase of cover panel
- *10' wide x 9' high door opening without installation of center vertical steel member in Figure #1
- *Steel end framing and cover panel can be purchased together or separately

Anchoring information



Foot plate fastens to wall using (4) predrilled holes



Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual

Foot plates included with the building purchase. Plates are 4" x 5 1/2" (see top right drawing). Outside edge arranged as noted above



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for Smithco Sand Star III

Legislation Title:

Non-contractual Appropriation for Smithco Sand Star III for Golf Maintenance

Recommendation:

It is recommended that City Council authorize an appropriation of \$28,378.00 from the Capital Fund for the purchase of a new Smithco Sand Star III as detailed in the attached quote.

Background/Synopsis:

This project is to purchase a new Smithco Sand Star III as a replacement for the Sand Star Golf Maintenance currently has. This newer model is much needed upgrade to the one they are currently using.

The funding for this project is programmed in the 2024-2028 as CIP 4RC04.

Financial Impact:

\$28,378.00 from the Capital Fund as CIP 4RC04

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Smithco Sand Star

QUOTATION**BAKER
VEHICLE SYSTEMS INC.**

9035 Freeway Drive • Macedonia, OH 44056
Phone: 330-467-2250 • Fax: 330-467-8308

Serving Golf, Turf & Industry since 1940

TO: Fairfield Greens
2200 John Gray Rd
Fairfield, OH 45014

DATE: 3/28/2024

ATTN: Todd

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

SALESPERSON	F.O.B	DELIVERY	PAYMENT TERMS
ALAWSON	Destination	TBD	TBD

QTY.	ITEM	DESCRIPTION	PRICE	EXTENDED
1	45-003	Smithco Sand Star III, 18HP Gas, 2WD or 3WD, Power Steering, and All Std Specs	\$27,528.00	\$27,528.00
		INCLUDED OPTIONS:		
	13-758Q	72" Pro Rake		
	45-006-A	Sand Cultivator(Straight Blades)		
	45-009-A	40" Aluminum Manually Operated Plow		
1		Inbound Freight/Setup	\$850.00	\$850.00

SPECIAL FINANCE OPTION:

Delivery Month:

Amount Financed:

Term:

Number of Payments:

Payment Schedule:

Payment Amount:

Purchase Option:

SUBTOTAL	\$28,378.00
TAX RATE	
SALES TAX	
TRADE-IN ALLOWANCE	
TOTAL	\$28,378.00

BY: _____

Note: This offer is subject to credit approval. Rates change and payment amount may vary. Above payment does not include applicable sales tax.

To accept this quotation, sign here and return: _____ **Date:** _____



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriations for Bedknife Grinder

Legislation Title:

Non-Contractual Appropriations for Bedknife Grinder for Golf Maintenance

Recommendation:

It is recommended that City Council authorize an appropriation of \$29,340.00 from the Capital Fund for the purchase of a new bedknife grinder as detailed in the attached quote.

Background/Synopsis:

This project is to purchase a new bedknife grinder to replace the much outdated one currently at the golf maintenance facility.

The funding for this project is programmed in the 2024-2028 as CIP 4RC04.

Financial Impact:

\$29,340.00 from the Capital Fund as CIP 4RC04.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Bedknife



QUOTATION

Date 03/28/24

**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: Robert Holcomb

SalesRep: Chris Noble 859-388-4924

Qty	Model#	Description	Sell Price	Extension
FOLEY UNITS ARE DIRECT SHIPPED TO CUSTOMER				
	VP_Foley			
1	FO6721901	Model 672-Accu-Pro Bedknife Grinder	26,495.00	26,495.00
1	FO6729537	672 Bellows Kit	1,595.00	1,595.00
		Sub-Total:		28,090.00
			Merchandise Total	28,090.00
			Trade-In Credit	0.00
			Factory Freight	1,250.00
			0.00% * Sales Tax	0.00
		Terms: Net 15 Days (Upon Credit Approval)		29,340.00

This Quote has current VENDOR 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: _____



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for Accu-Master Reel Grinder-Front Load

Legislation Title:

Non-Contractual Appropriation for Accu-Master Reel Grinder for Golf Maintenance

Recommendation:

It is recommended that City Council authorize an appropriation of \$58,790.00 from the Capital Fund for the purchase of a new Accu-Master Reel Grinder to replace the old reel grinder at the Golf Maintenance Facility. Please see the attached quote for details.

Background/Synopsis:

This project is to purchase a new Accu-Master Reel Grinder for the Golf Maintenance Facility. This will replace the grinder they currently have which is outdated and we are unable to purchase replacement parts.

The funding for this project is programmed in the 2024-2028 as CIP 4RC04.

Financial Impact:

\$58,790.00 from the Capital Fund as CIP 4RC04.

Emergency Provision Explanation:

Non-Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Reel Grinder

**QUOTATION****Date 03/28/24**

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: Robert Holcomb

SalesRep: Chris Noble 859-388-4924

Qty	Model#	Description	Sell Price	Extension
FOLEY UNITS ARE DIRECT SHIPPED TO CUSTOMER				
	VP_Foley			
1	FO6531911	Model 653-AC Accu-Master Reel Grinder-Front Load	54,995.00	54,995.00
1	FO6539544	Boom and Electric Hoist	2,245.00	2,245.00
		Sub-Total:		57,240.00
			Merchandise Total	57,240.00
			Trade-In Credit	0.00
			Factory Freight	1,550.00
			0.00% * Sales Tax	0.00
				58,790.00

(No Trades Quoted)

Terms: Net 15 Days (Upon Credit Approval)

This Quote has current VENDOR 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.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for new Carpet at CAC and Hardwood Resurfacing

Legislation Title:

Non-Contractual Appropriation for Carpet at Community Arts Center and Hardwood Resurfacing

Recommendation:

It is recommended that City Council authorize an appropriation of \$41,794.00 from the Capital Fund for the purchase of new Carpet at the CAC and Hardwood resurfacing as detailed in the attached quote.

Background/Synopsis:

This project is to install new carpet through various areas at the Community Arts Center along with resurfacing the hardwood that is in the Art Gallery and the upstairs Community Room.

The funding for this project is programmed in the 2024-2028 as CIP 4PR01.

Financial Impact:

\$41,794.00 from the Capital Fund as CIP 4PR01.

Emergency Provision Explanation:

Non Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Carpet and hardwood

Carpetland Proposal

1050 Skillman Drive, Cincinnati, OH 45215

(513) 771-2345 x 126 * fax (513) 672-8450

E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To Be Performed at:
City of Fairfield	Fairfield Community Arts Building
	411 Wessel Drive
E-mail: rjones@fairfieldoh.org	Fairfield, Ohio 45014
Phone: 513-304-8835	
	Proposal Date: 04/01/24 UPDATED

We hereby propose to furnish all material and perform all labor necessary for the completion of the following flooring:

Replace Carpet and Cove Base in Back of House:

Demo existing Carpet = \$432.00

Carpet Tile – J&J, style: Fast Track = \$4,320.00

Walk Off Carpet Tile – J&J, style: Catwalk = \$1,584.00

Base – Tarkett 4" Coved = \$840.00

Total = \$7,176.00

Replace Carpet and Cove Base in Second Floor Parks & Rec Office:

Demo existing Carpet = \$240.00

Carpet Tile – J&J, style: Fast Track = \$2,400.00

Base – Tarkett 4" Coved = \$420.00

Total = \$3,060.00

Second Floor Corridor & Ball Room Carpet:

Demo existing Carpet = \$1,152.00

Carpet Tile – J&J, style: Fast Track = \$11,520.00

Transitions = \$750.00

Total = \$13,422.00

City of Fairfield responsible for moving all furniture prior to installation.

Basic floor prep is included in this quote. Additional prep cost will be charged if required.

Buyers agree to furnish suitable subfloors, swept clean and ready to receive Seller's installation. Should Buyer request installation on non-recommended subfloors, Buyer shall be responsible for such installation. No repairing, sanding or leveling of subfloors or waxing of the finished floor is to be furnished by the Seller. Concrete floors are to have a smooth steel trowel finish. Seller shall have no obligation in preparing, replacing, etc., the floor surface unless stated above. Seller shall not be responsible for any delay in performance of the foregoing contract caused by unobtainability, of material, strikes, acts of God, inaccessibility of premises or failure of any other contractors and/or material men to do their work.

Respectfully submitted by: Jeffrey Combs

Pricing for this proposal is only good for 30 days.

Accepted by: _____ sign & print name, Date: _____

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

CARPETLAND/CARPET ONE
1050 SKILLMAN DRIVE
CINCINNATI, OH 45215
Telephone: 513-771-2345 Fax: 513-672-8450

Page 1

ES4S09JZ

ESTIMATE

Sold To	Ship To
FAIRFIELD COMMUNITY ARTS CENTER 411 WESSEL DR. FAIRFIELD, OH 45014	FAIRFIELD COMMUNITY ARTS CENTER 411 WESSEL DR. FAIRFIELD, OH 45014

Quote Date	Home phone	PO Number	Quote Number
04/01/24	513-867-5348	S/F MAPLE	ES4S09JZ

Inventory	Style/Item	Color/Description	Quantity Units
S&F HDWD WATERBORNE LABOR	(W)S&F WATERBORNE		2,440.00 SF
- Sand the existing maple parquet wood floor in the specified room(s) (flat and smooth in accordance with NWFA standards) (including trowel filling), then apply two coats of waterborne sealer and two coats of commercial grade, waterborne polyurethane. - Color anticipated to be "natural", to be confirmed with onsite sample. - ** Special color requests should be made in advance. - Rooms: 1st floor art gallery and 2nd floor gathering room. - Sheen to be determined.			
S&F HDWD LABOR	REPAIR PARQUET		4.00 HR
Remove and replace the water damaged parquet in the art gallery, near the 'rear' windows. Approximately 3 sf. New pieces to be fabricated and cut to fit onsite.			
.	MAPLE	SFS STOCK	1.00 EA
.	BONA	INTENSESEAL SEALER 1 GAL	10.00 EA
.	BONA	WATERBORNE FLOOR FINISH	14.00 EA
.	WOODWISE	MAPLE FILLER	1.00 EA
S&F HDWD LABOR	DUST CONTAINMENT		1.00 SF
ES3S0ARH	TARKETT TRANSITION STRIP	CARPET TO 3/8" WOOD 12 FT STRIP	1.00 EA 15.00 EA

— 04/01/24 —		5:17PM —
Sales Representative(s):	Material:	5,530.00
ROY YOUNG	Service:	12,606.00
JEFFREY COMBS	Misc. Charges:	0.00
	Sales Tax:	0.00
	Misc. Tax:	0.00
No returns on special orders. This quote is good for 30 days. I hereby agree to the terms of this quote		ESTIMATE TOTAL: \$18,136.00
Name _____	Date _____	

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for SwimSafe Designated Pool Repairs and Parts

Legislation Title:

Non-Contractual Appropriations for SwimSafe Designated Pool Repairs and Parts

Recommendation:

It is recommended that City Council authorize an appropriation of \$24,309.94 from the Capital Fund for necessary Aquatic Center repairs and parts as detailed in the attached quote.

Background/Synopsis:

This project is to do necessary repairs at the Aquatic Center to keep the pool running efficiently and maintain it to the best of our ability to serve the Community.

The funding for this project is programmed in the 2024-2028 as CIP 4RC06.

Financial Impact:

\$24,309.94 from the Capital Fund as CIP 4RC06.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. SwimSafe Repairs and parts



FAIRFIELD AQUATIC CENTER

This Swimming Pool Renovation or Repair Agreement (the "Agreement") is made and entered into on this day April 8, 2024 (the "Effective Date"), by and between **SWIMSAFE POOL MANAGEMENT, INC.** ("SSPM"), an Ohio Corporation, and **Fairfield Aquatic Center** ("Client").

This offer will lapse if not executed by the Client and returned to SSPM within 30 days.

<u>ITEMS</u>	<u>TOTAL</u>	<u>INITIALS</u>
Painting slide tower	\$9,350	
- High-Pressure water clean up to 5,000 p.s.i using biodegradable degreasing agent and steam/hot water blast where necessary, in order to remove any grease, oil, loose paint, dirt, and oxidation as per SSPC-SP1 Standard - Hand prepare necessary areas by hand scraping, sanding and wire brush as per SSPC-SP2 Standard - Power tool prepare all applicable surfaces with dual action sanders, grinders, and wire wheel as per SSPC-SP3 Standard - Pre-prime corroded surfaces with Benjamin Moore Corotech Rust Arrestor V180. (Film-forming primer that chemically transforms rust, halting the corrosion process and enabling the surface to accept a top coat) - Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes, and welds, including fasteners with (1) coat of Sherwin Williams Macropoxy 646 - Finish pail all structural steel with (1) coat of Endura G90 Urethane Hybrid Top coat. - Bid estimated as using existing structural steel color scheme with coating to be applied by brush and roll application only.		
Paint Mushroom	\$2,505.00	
- Pressure wash mushroom, cap and stem to remove dirt, dust, chalking and foreign matter. - Apply one coat of epoxy to the entire structure. - Apply one coat of urethane to the entire structure.		
Lane Lines	\$1,200	
- Two 60' lane lines for lap swimming \$1,200 -Blue solid end and alternating blue and white floats -includes shipping		
Pool Heaters	\$2,250	
Preventative maintenance on three Lochnivar Heaters		

**Replace deck to gutter caulking****\$5,590**

- Cut out and remove existing caulking between the pool deck and stainless steel gutter
- Install backer rod as needed
- Install new Sikaflex caulking to replace caulking that was removed
- Color to be Limestone

Taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), bonds, permits, or additional fees (if required) are not included in this proposal and will be billed upon completion.

Terms: Due upon receipt. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay per terms, an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue monthly interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity and shall not limit or create any obligation for election of same.

 Signature of Client

 Name

 Date

Harrington Industrial Plastics
 1227 Hillsmith Drive
 Cincinnati OH 45215
 513-771-0880
 513-771-5915 Fax

Quotation# 024J5904
 Written: JLP
 Quote Date 04/10/24
 Expire Date 05/10/24
 Page 1 OF 1

Quotation

019464
 FAIRFIELD, CITY OF

Ship To:
 FAIRFIELD, CITY OF

5350 PLEASANT AVENUE
 FAIRFIELD, OH 45014

5350 PLEASANT AVENUE
 FAIRFIELD, OH 45014

Job:

RFQ# SW116106031

Contact: RANDY
 Phone#: 513-867-5300
 Fax: 513-867-5329

Ship Via: UPS GROUND
 FOB / Delivery ARO: SHIPPING POINT
 Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
SW116106031	1	2796.22	EA	2,796.22
6" BASKET STRAINER FLG 304SS				
FRP/PVC NEO SEALS 1/8" PERF				

RECOMMENDED SPARE BASKET.

6-060-5106
 REPLACEMENT BASKET 1/8 PERF
 316SS FOR 6" STRNR

1 618.72 EA 618.72

SHIP 2-4 WEEKS. SHIPPING NOT
 INCLUDED

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
3,414.94	0.00	0.00	3,414.94

Thanks For Thinking Harrington.

Respectfully Jamie L. Perdue

All Quotations are subject to review upon placement of order.

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

2024 Municipal Parking Lot Maintenance Program Appropriation

Legislation Title:

2024 Municipal Parking Lot Maintenance Program Appropriation

Recommendation:

It is recommended that City Council authorizes an appropriation of \$40,000.00 for parking lot sealing and pavement markings from the Capital Fund.

Background/Synopsis:

This project is for parking lot sealing to be performed by an outside contractor. The intent of this project is to continue the maintenance of various City parking lots under one comprehensive program. Parking lots and/or trails will be North Trace, Justice Center, Lions Park, Fire Houses 31 & 33, Joe Nuxhall Way trail, and various wastewater pump station driveways.

Most of these areas were sealed approximately 5 years ago and are due for resealing and pavement markings.

This project is a maintenance item that includes the sealing and pavement markings for various parking lots throughout the City and sometimes pavement and curb repairs. This project is managed and inspected by Public Works staff. Municipal lots under this program include over 40 distinct locations totaling more than 1,500,000 square feet.

Public Works solicited proposals for the sealing portion of this project from four contractors and will select the lowest and best.

Funding has been programmed in the 2024-2028 Capital Improvements Program under 4PW12 for \$35,000.00 and an additional \$5,000.00 is being requested from 4PW19 Parks Projects (Minor) - Engineering.

Financial Impact:

\$40,000.00 from the Capital Fund (\$37,774.40 base price plus \$2,225.60 for contingencies).

Funding for Sanitary Sewer pump stations will come out of the Public Utilities operating budget.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Summary of Proposals
2. City of Fairfield Parking Lot Sealing Proposal Package

FACILITY	ADDRESS
North Trace Golf	2605 Augusta Boulevard
Justice Center / PS Tribute	5230 Pleasant Avenue
Lions Park	4982 Dennison Drive
Route 4 Underpass	3706 Dixie Highway
Broadview Pump Station	990 Broadview Drive
Fire HQ 31 Nilles	375 Nilles Road
Fire Station 33 Winton	6118 Winton Road
Joe Nuxhall Way Trail	268 Joe Nuxhall Way
Seward 1 Lift Station	8585 Seward Road
Homeward Lift Station	3251 Homeward Way
Lakeside Lift Station	5464 Lakeside Drive

Wastewater Funding

Capital Funding

<u>Neyra</u>	<u>Julius Howe</u>	<u>Cincinnati Asphalt</u>	<u>Queen City</u>
\$ 10,350.45	\$ 14,815.00	\$ 13,261.66	\$ 12,679.00
\$ 16,525.90	\$ 22,735.00	\$ 21,108.18	\$ 20,452.00
\$ 970.10	\$ 1,405.00	\$ 2,388.23	\$ 1,746.00
\$ 755.20	\$ 1,095.00	\$ 1,829.40	\$ 1,170.00
\$ 2,874.60	\$ 4,167.00	\$ 3,966.06	\$ 3,162.00
\$ 3,685.05	\$ 5,405.00	\$ 6,165.01	\$ 4,443.00
\$ 2,309.50	\$ 3,515.00	\$ 4,343.74	\$ 3,132.00
\$ 3,178.20	\$ 2,965.00	\$ 4,049.85	\$ 3,027.00
\$ 324.40	\$ 640.00	\$ 1,157.54	\$ 973.00
\$ 217.50	\$ 440.00	\$ 894.02	\$ 565.00
\$ 162.40	\$ 425.00	\$ 833.83	\$ 521.00
\$ 41,353.30	\$ 57,607.00	\$ 59,997.52	\$ 51,870.00
\$ 3,578.90			
\$ 37,774.40			



2024 PARKING LOT MAINTENANCE PROGRAM – SEALING & STRIPING

SPECIFICATIONS



Proposal Due: **Friday; April 5, 2024**

Ben Mann, PE
Public Works Director

City of Fairfield, Ohio
8870 North Gilmore Road
Fairfield, Ohio 45014

NOTICE TO CONTRACTORS

2024 PARKING LOT MAINTENANCE PROGRAM – SEALING & STRIPING (**NO CRACK SEALING**)

Sealed proposals will be received by the Public Works Department of the City of Fairfield, Ohio, at 8870 North Gilmore Road, until 4:00 p.m. Local Time, **Friday, April 5, 2024** for the furnishing of **'2024 PARKING LOT MAINTENANCE PROGRAM'** for the Public Works Department. This will be an informal bid process. A contract bond will be not be required and the project will be under the amount requiring this to be a Prevailing Wage Contract.

Detailed specifications and proposal forms are attached.

The City of Fairfield reserves the right to reject any or all proposals or to correct or waive irregularities in proposals should it be deemed in the best interest of the City to do so.

Ben Mann, Public Works Director
City of Fairfield, Ohio

**CITY OF FAIRFIELD, OHIO
SECTION D**

**INSTRUCTIONS TO BIDDERS
2024 PARKING LOT MAINTENANCE PROGRAM –
SEALING & STRIPING**

1. Description of Improvements: Proposals are invited by the City of Fairfield, Ohio, Public Works Department. The work will consist of repairing street cuts located at various locations in the City of Fairfield.

All work and material shall conform to the latest edition of the Ohio Department of Transportation Construction and Material Specifications, including Changes and Supplemental Specifications and the Standards of the Ohio Department of Transportation.

Quantities: The estimated quantities shown in the proposal are approximate only and in no way binding on the City of Fairfield. It is understood that the successful bidder will construct such quantities of whether greater or less than the quantities shown on the proposal. The City reserves the right to add or delete items to meet the City's requirements.

Disposal of Material: The contractor will dispose of all excavated material off the job site and to a site as approved by the City Engineer.

Completion Date and Liquidated Damages: The attention of all bidders is directed to the provisions of Section L, 34, 35 and 36, which set forth completion dates and liquidated damages per current ODOT CMS.

Consideration of Proposals: After the proposals are received, they will be compared on the basis of the summation of the products of the approximate quantities shown in the proposal by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions thereof, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority; the best interests of the City will be promoted thereby.

Award of Contract: The award of contract, if it be awarded, will be made after the opening of proposals to the lowest and best contractor whose proposal complied with all the requirements prescribed, and which is in the best interest of the City of Fairfield, Ohio. In no case will an award be made until all necessary investigations are made as to the responsibility of the contractor to whom it is proposed to award the contract. The successful contractor will be notified, by letter mailed to the address shown on his proposal, that his proposal has been accepted and that they have been awarded the contract.

Pre-Construction Meeting: Prior to construction, there shall be a pre-construction meeting between the contractor's representatives that will have direct supervision over the project and Public Works Department and other City representatives. The contractor must submit at this time a work schedule with starting and completion dates, names of subcontractors, suppliers, name and telephone for 24-hour emergencies, and in general, discuss all the ramifications of the project.

Sequence of Operations: The work designated to be performed under this contract shall be coordinated in such a manner that there shall be a minimum of interference with pedestrian and vehicular traffic and existing utilities. Existing water, gas, electric and communications shall not be interrupted without prior arrangements

having been made with the management of the utility involved.

Underground Utilities: In the event any existing gas pipes, water pipes, conduits, sewers, tile drains or poles are broken or interfered with due to the excavation required on this project, the Contractor shall maintain them in continuous operation and restore them to the same condition as they were prior to the start of construction of this project with no cost to the City.

Arrangement and Charge for Water: The contractor shall not open, turn on or make any connection to any hydrant. Where the contractor desires a water supply in connection with any construction work, he shall make complete and satisfactory arrangements with the City of Fairfield Department of Public Utilities, Water Distribution Division.

Street Closures: The contractor shall file a tentative work schedule for street closing not less than five (5) days prior to closing of streets.

Request in writing for each closure or part closure is to be made two or more working days in advance. Closure shall mean the barricading of the street to all traffic. Part closure is the condition when a portion of normal traffic can be permitted although one or more traffic lanes will be out of service completely or for a portion of the time on an intermittent basis.

Requests shall be made for specific locations giving the correct name of the street and of the intersecting streets between which closure is sought. Permission shall be given in writing for specific dates and hours, and such dates and hours must be closely observed.

On street closed, provisions shall be made for refuse truck and emergency vehicle access.

Where the primary line of installation is along the shoulder or sidewalk area of a street or road, permission for closure must also be secured before extending any lateral cuts across the street.

Requests and schedules are to be filed with the Department of Public Works, 8870 N. Gilmore Road, Fairfield.

Maintenance of Traffic: Traffic shall be maintained in accordance with State of Ohio Department of Transportation standard drawings.

2. Preparation of Proposal: Each proposal shall be firmly sealed in an envelope labeled “**2024 PARKING LOT MAINTENANCE PROGRAM**” and delivered to the office designated in the Request for Proposals.

All proposals are to be made only on the Proposal forms furnished by the City and included in this document. Proposal prices are to be written both by words and by figures. No proposal will be accepted which does not contain an adequate or reasonable price for each and every item named in the proposal form.

3. Examination of Site and Specifications:

- a) Contractors submitting proposals shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles

D

Page 2 of 3

which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the contractor did not adequately research prior to proposal submission. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractors.

b) The contractor is expected to base their proposal on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event they name or include in their proposal materials or equipment which does not conform, they will, if awarded a Contract, be responsible for furnishing materials and equipment which fully conform at no additional charge in their Contract price.

c) Contractors must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not, after submission of their proposal, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

4. Work After Regular Hours: The Contractor shall have an employee or employees designated who will be available and responsible for taking care of complaints and any necessary work at night, on Saturdays, Sundays, and Holidays while the job is under construction, so the City of Fairfield Department of Public Works will not incur any liability or expense during construction. The names of the employee or employees, their addresses and phone numbers shall be given to the City Engineer.

- The contractor will need to coordinate with all City Departments to ensure that their inconvenience and that of the public is not unreasonable for performing this work. Most parking facilities and parks will have to be broken into two days in order to accommodate operations for each facility. Two or three operations will be required for any time we do a Fire Station or the Justice Center in order to keep emergency operations from being impacted.

**CITY OF FAIRFIELD, OHIO
SECTION L**

GENERAL SPECIFICATIONS

2024 PARKING LOT MAINTENANCE PROGRAM

1.0 SPECIFICATION DOCUMENTS

- 1.1 All work and materials shall conform to the latest Ohio Department of Transportation Construction and Material Specifications, including supplemental specifications and standard construction drawings, except as modified by the accompanying project specifications.

2.0 ENGINEER OF RECORD

- 2.1 The City Engineer for the City of Fairfield shall be the representative for the City of Fairfield.
- 2.2 The City Engineer is Nick Dill, 8870 N. Gilmore Road, Fairfield, Ohio 45014, phone 867-4221.

3.0 INSPECTIONS

- 3.1 The Contractor shall be responsible for obtaining all required permits and inspections required for the project. There shall be no charge for City required permits and inspections.

4.0 WARRANTY STATEMENT

- 4.1 The Contractor warrants that all workmanship and all materials furnished under the contract comply fully with the requirements of the Plans and Specifications. If at any time within one year after the date of the final inspection, any defect should appear, which in the opinion of the Engineer is due to inferior materials or workmanship, or the failure to properly protect work during the course of construction, the Contractor warrants that he will do, without additional cost to the City, whatever is necessary to remedy the defects. The City will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor agrees to begin repairs within ten (10) days from the date of notice.

5.0 ADDITIONAL INFORMATION

- 5.1 The Asphalt Binder Price Adjustment is not applicable to this contract. None of the asphalt concrete bid items in this contract will be considered eligible for the Asphalt Binder Price Adjustment
- 5.2 Any questions concerning these specifications shall be directed to Ben Mann, Public Works Director, 8870 N. Gilmore Road, Fairfield, Ohio, (513) 867-4200, between the hours of 8:00 A.M. and 5:00 P.M. or by email at bmenn@FairfieldOH.gov.
- 5.3 The City of Fairfield reserves the right to delete any item or change the quantity of any item.
- 5.4 **The project this year will not include crack sealing. Cracks will be sealed by City forces prior to the project as much as is practicable or potentially after contract work is completed.**

CITY OF FAIRFIELD, OHIO

PROJECT SPECIFICATIONS

SECTION M

2024 PARKING LOT REPAIR PROGRAM –

SEALING & STRIPING

DETAILED SPECIFICATIONS – All work and materials shall conform to the latest Ohio Department of Transportation Construction and Material Specifications, including supplemental specifications and standard construction drawings, except as modified by the plans and the following project specifications.

Any items of labor and material required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the plans and specifications.

UTILITY OWNERSHIP

Gas	Duke Energy Fourth and Main Streets Cincinnati, Ohio 45202 513-632-2733
Electric	Duke Energy 513-632-3793
Telephone	Altafiber 201 E. Fourth Street Cincinnati, Ohio 45202 513-397-3343
Water	City of Fairfield 5021 Groh Lane Fairfield, Ohio 45014 513-858-7775
Storm Sewer & Traffic	City of Fairfield 8870 North Gilmore Road Fairfield, Ohio 45014 513-867-4200
Sanitary Sewer	City of Fairfield 4799 Groh Lane Fairfield, Ohio 45014 513-858-7760
Cable TV	Charter/Spectrum Cable 513-896-5455
Ohio Utilities Protection Service	1-800-362-2764

1.0 SPECIFICATIONS FOR REFINED TAR SEALER APPLICATION TO BITUMINOUS ASPHALT PAVEMENTS

1.1 Objective

To protect asphalt pavements from damage caused by gasoline and oil drippings, the ultraviolet rays of the sun, oxidation, deicing salts and water penetration. Additionally, reduce the aging of the asphalt binder, thereby maintaining flexibility and extending the service life of the asphalt pavement.

1.2 References/ASTM Specifications

C136 Method for Sieve Analysis of Fine and Course Aggregate
 D140 Methods of sampling Bituminous Materials
 D490 Standard Specification for Road Tar
 D2939 Standard Test Methods for Emulsified Bitumens used as Protective Coatings
 D3423 Standard Practice for Application of Emulsified Coal Tar Pitch (Mineral Colloid Type)
 D4866 Standard Performance Specification for Coal Tar Pitch Emulsion Formulations Containing Mineral Aggregate and Polymeric Admixtures
 D5727 Standard Specification for Emulsified Refined Coal Tar (Mineral Colloid Type)

1.3 Materials

1.4 Refined Coal Tar Emulsion

The refined coal tar emulsion shall be prepared from a high temperature refined tar conforming to the requirements of ASTM D490 for RT-12. No petroleum or oil tar shall be permitted. The base refined coal tar shall also conform to the requirements of ASTM D5727. The refined coal tar emulsion shall be produced using a continuous process colloid mill to ensure a homogeneous mixture and appropriate size and distribution of particle size in suspension. Sealers produced by any other means shall not be allowed. In addition, the refined coal tar emulsion must be produced at a minimum of 51% solids content.

1.5 Water

The water used for mixing shall be potable, free of harmful soluble salts and contaminants, and shall be at least 50 degrees F in temperature.

1.6 Aggregate

Aggregate shall be used to improve the wear and skid-resistance of the sealer. The aggregate shall be either washed silica or boiler slag free of dust, clay, contaminants or moisture. The aggregate size shall be no less than 50 or higher than 70 fineness when tested in accordance with ASTM C136.

1.7 Latex Additive

A latex modifier shall be used to enhance fuel resistance, sand suspension, flexibility and drying times. The latex modifier shall be specified by the sealer manufacturer to be compatible with the refined tar sealer.

1.8 Mix Design

The refined coal tar emulsion system shall consist of a mixture of refined coal tar emulsion, water, additive and aggregate, and shall be proportioned as follows:

100	gallons concentrate coal tar emulsion
40	gallons water
2	gallons latex additive
300	lbs. Aggregate

The refined coal tar emulsion and specified amount of water shall be uniformly blended in a suitable mixing tank with mechanical agitation. Once a homogeneous mixture has been achieved, the specified amount of additive, diluted with an equal amount of clean water, shall slowly be added under continuous agitation. After achieving a smooth mixture, the specified amount of aggregate shall slowly be added under continuous agitation.

1.9 Surface Preparation

The pavement surface shall be thoroughly cleaned immediately prior to sealer application by the means of mechanical blower, sweeping, scrubbing and/or flushing all areas with clean water to remove all debris that may restrict sealer adhesion.

Oil Spot Preparation: All oil and grease that has not penetrated the pavement surface shall be removed by scraping or burning. Areas where oil has penetrated the surface shall be burned with a torch to evaporate said oil, then treated with a heavy-duty oil spot primer to improve sealer adhesion and prevent oil spot from bleeding through the sealer.

~~Crack Sealing: All pavement cracks 1/8" to 1" in width shall be repaired prior to sealing. All vegetation, dirt and debris shall be removed from the crack to a minimum depth of 1/2". The prepared cracks shall be filled using a rubberized hot pour crack sealant meeting ASTM D6690 or above. The cost for crack sealing is to be included in the unit price bid per square foot of sealing.~~

1.10 Application

Application of the 1st coat shall be installed by mechanical spray or hand-brushed. The second coat shall be installed using mechanical spray equipment. The sealer shall be continuously agitated during application and shall be applied uniformly over the entire surface, completely free of voids. The coverage rate shall be as follows:

First Coat:	.10-.12 gallons per square yard
Second Coat:	.08-.10 gallons per square yard

At no time will coverage rate less than .20 gallons per square yard in two coats be acceptable. Before applying the next coat of sealer, the previous coat shall be allowed to dry so that it will withstand traffic without scuffing. It is recommended that the final coat of sealer be allowed to cure under ideal conditions for a period of 24 hours, and tested by traffic before opening to regular use.

**CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM**

**2024 PARKING LOT MAINTENANCE PROGRAM –
SEALING & STRIPING**

North Trace Golf Course / Aquatic Center – 2605 Augusta Boulevard

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	77,864 Sq. Ft.	\$	\$
642	4” White Parking Stall / Edge / Transverse Line	5,483 Feet	\$	\$
642	Handicap Symbols	9 Each	\$	\$
642	Arrows	14 Each	\$	\$

Justice Center (Police and Court) – 5230 Pleasant Avenue

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	137,761 Sq. Ft.	\$	\$
642	4” Yellow Centerline	137 Feet	\$	\$
642	8” White Channel	137 Feet	\$	\$
642	Handicap Symbols	7 Each	\$	\$
642	4” White Parking Stall / Edge / Transverse Line	6,190 Feet	\$	\$
642	6” Crosswalk	312 Feet	\$	\$

Lions Park Driveway and Trail – 4982 Dennison Drive

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	9,701 Sq. Ft.	\$	\$

Route 4 Underpass Pump Station Access Drive – 3706 Dixie Highway

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	7,552 Sq.Ft.	\$	\$

**CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM**

Broadview Pump Station – 990 Broadview Drive

ODOT#	Description	Est. Qty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	28,746 Sq. Ft.	\$	\$

Fire HQ 31 – 375 Nilles Road

ODOT#	Description	Est. Qty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	3,244 Sq. Ft.	\$	\$
642	4" White Parking Stall / Edge / Transverse Line	1,215 Feet	\$	\$
642	Handicap Symbols	2 Each	\$	\$

Fire Station 33 – 6118 Winton Road

ODOT#	Description	Est. Qty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	19,310 Sq. Ft.	\$	\$
642	4" White Parking Stall / Edge / Transverse Line	1,010 Feet	\$	\$
642	Handicap Symbols	1 Each	\$	\$

Joe Nuxhall Way Trail – 268 Joe Nuxhall Way

ODOT#	Description	Est. Qty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	20,180 Sq. Ft.	\$	\$

Seward 1 Lift Station – 8585 Seward Road

ODOT#	Description	Est. Qty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	3,244 Sq. Ft.	\$	\$

Homeward Lift Station – 3251 Homeward Way

ODOT#	Description	Est. Qty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	2,175 Sq. Ft.	\$	\$

**CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM**

Lakeside Lift Station – 5464 Lakeside Drive

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Sealing – Two Coats Required (Per Specifications)	1,624 Sq. Ft.	\$	\$

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

\$_____

(amount in figures)

(amount in words)

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

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

_____ Signature

_____ Name

_____ Title

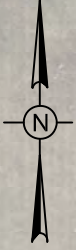
_____ Company

_____ Address

_____ City/State/Zip

_____ Telephone

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

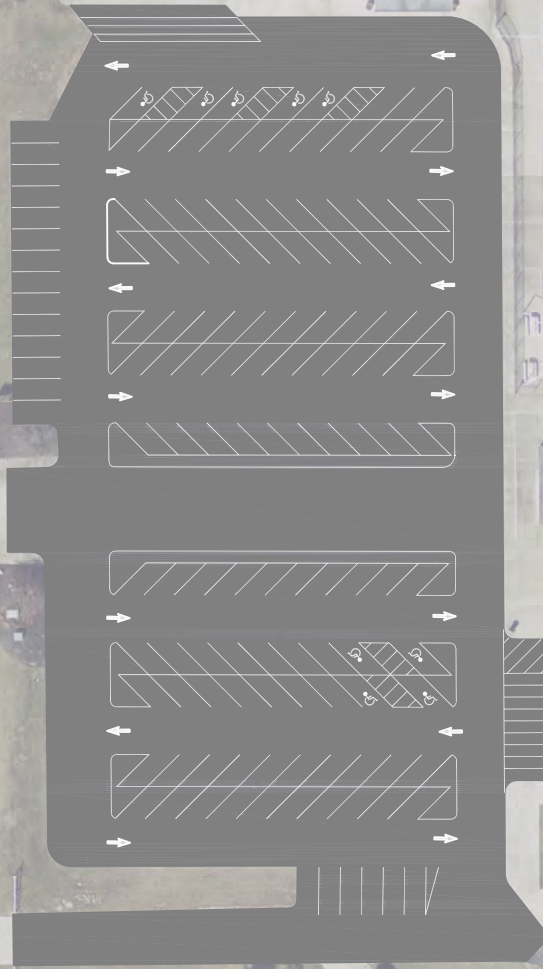


77,864 Sq Ft Sealing

5483' - Parking (4")

9 ea. - Handicap

14 ea. - Arrows



FAIRFIELD
OHIO

Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET

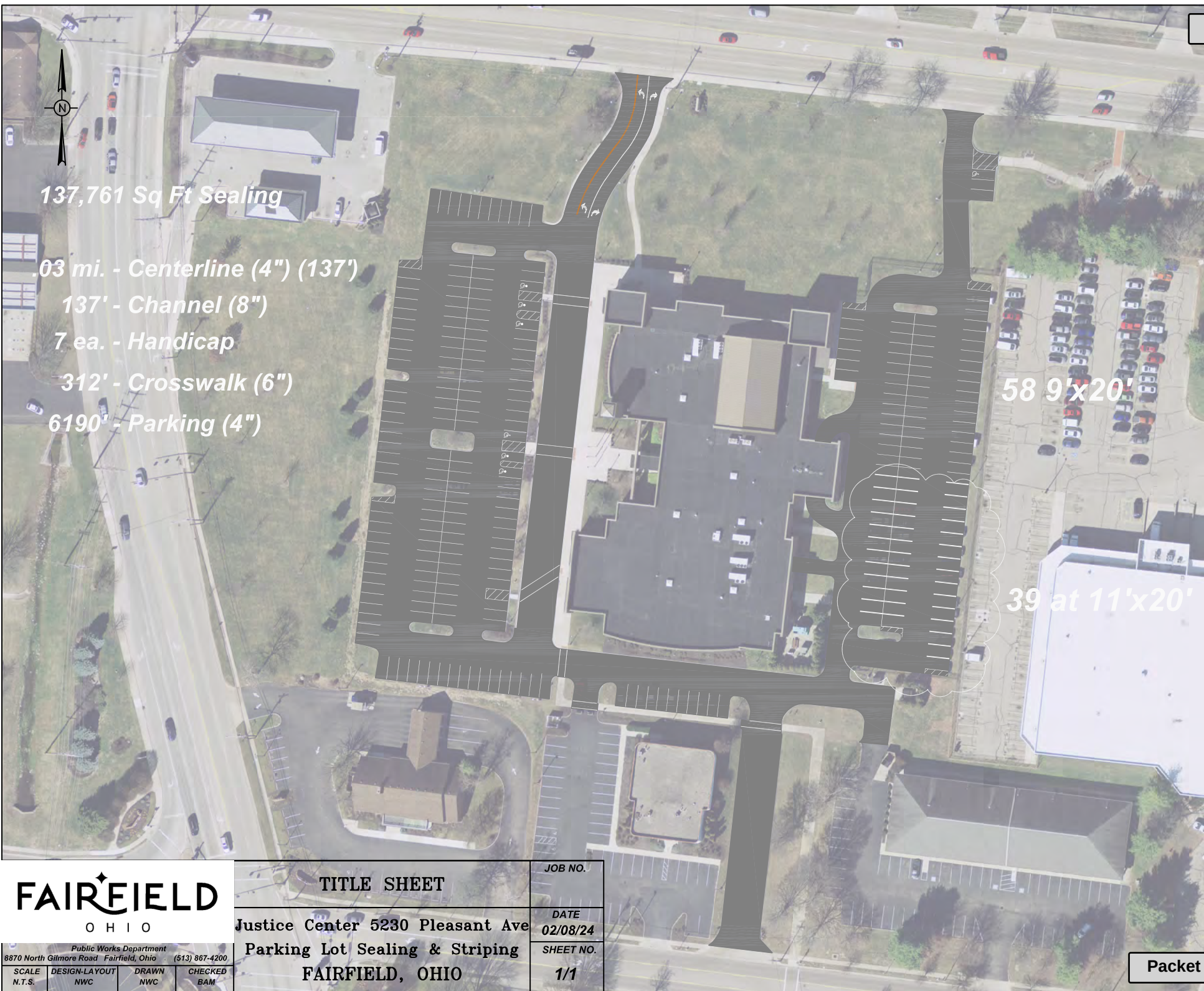
North Trace 2605 Augusta Blvd
Parking Lot Sealing & Striping
FAIRFIELD, OHIO

JOB NO.

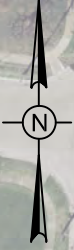
DATE
02/07/24

SHEET NO.

1/1



FAIRFIELD OHIO Public Works Department 8870 North Gilmore Road Fairfield, Ohio (513) 867-4200				TITLE SHEET		JOB NO.
SCALE N.T.S.				DESIGN-LAYOUT NWC		DATE 02/08/24
DRAWN NWC				CHECKED BAM		SHEET NO.
						1/1
				Justice Center 5230 Pleasant Ave Parking Lot Sealing & Striping FAIRFIELD, OHIO		



9,701 Sq Ft Sealing

Lions Park

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

FAIRFIELD
OHIO

Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET

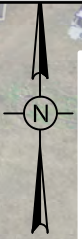
4982 Denison Dr
Trail & Driveway Sealing
FAIRFIELD, OH

JOB

DA
02/05/24

SHEET NO

Packet Pg. 152



7,552 Sq Ft Sealing

Route 4 Underpass Pump Station

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

FAIRFIELD
OHIO

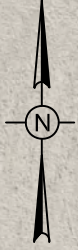
Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET

3706 Dixie Hwy
Generator Driveway Sealing
FAIRFIELD, OH

JOB
DA 02/05/24
SHEET NO
Packet Pg. 153



28,746 Sq Ft Sealing

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

 Public Works Department 8870 North Gilmore Road Fairfield, Ohio (513) 867-4200				TITLE SHEET		JOB
				990 Broadview Dr Pump Station Driveway Sealing FAIRFIELD, OH		DA 02/02/24 SHEET NO
SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM	Packet Pg. 154		



31,048 Sq Ft Sealing

1215' - Parking (4")

2 ea. - Handicap

FAIRFIELD
OHIO

Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET

Fire HQ 375 Nilles Rd
Parking Lot Sealing & Striping
FAIRFIELD, OHIO

JOB NO.

DATE
02/02/24

SHEET NO.

1/1



19310 Sq Ft Sealing

1010' - Parking (4")

1 ea. - Handicap



Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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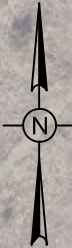
TITLE SHEET

Station 33 6118 Winton Rd
Parking Lot Sealing & Striping
FAIRFIELD, OHIO

JOB NO.

DATE
02/06/24

SHEET NO.
1/1



20,180 Sq Ft Sealing

FAIRFIELD

OHIO

Public Works Department

8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE
N.T.S.

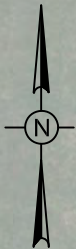
DESIGN-LAYOUT
NWC

DRAWN
NWC

CHECKED
BAM

TITLE SHEET		JOB
Joe Nuxhall Trail		DATE
Trail Sealing		02/05/24
FAIRFIELD, OH		SHEET NO.
Packet Pg. 157		

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



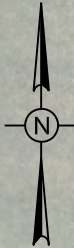
FAIRFIELD
OHIO

Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET		JOB
Joe Nuxhall Trail Trail Sealing		DATE 02/05/24
FAIRFIELD, OH		SHEET NO.
Packet Pg. 158		

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



FAIRFIELD
OHIO

Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET		JOB
Joe Nuxhall Trail		DA
Trail Sealing		02/05/24
FAIRFIELD, OH		SHEET NO.
Packet Pg. 159		

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



FAIRFIELD
OHIO

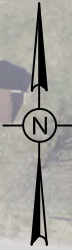
Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET Joe Nuxhall Trail Trail Sealing FAIRFIELD, OH	JOB NO.
	DATE 02/05/24
	SHEET NO.

Packet Pg. 160

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



FAIRFIELD

OHIO

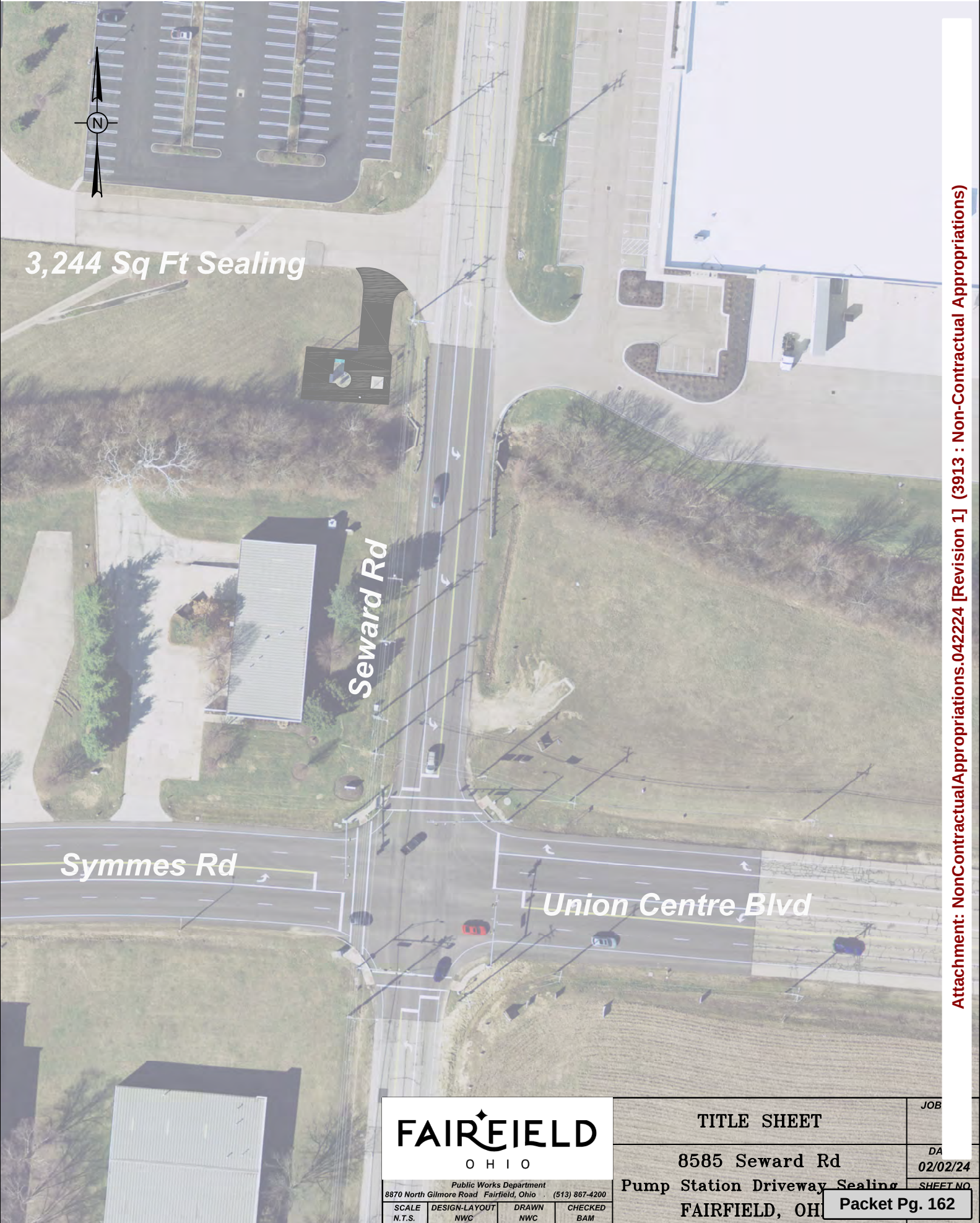
Public Works Department

8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE	DESIGN-LAYOUT	DRAWN	CHECKED
N.T.S.	NWC	NWC	BAM

TITLE SHEET		JOB
Joe Nuxhall Trail		DA
Trail Sealing		02/05/24
FAIRFIELD, OH		SHEET NO.
Packet Pg. 161		

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



3,244 Sq Ft Sealing

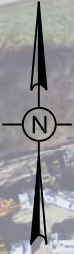
Seward Rd

Symmes Rd

Union Centre Blvd

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

FAIRFIELD OHIO Public Works Department 8870 North Gilmore Road Fairfield, Ohio (513) 867-4200 SCALE N.T.S. DESIGN-LAYOUT NWC DRAWN NWC CHECKED BAM	TITLE SHEET		JOB
	8585 Seward Rd Pump Station Driveway Sealing FAIRFIELD, OH		DA 02/02/24 SHEET NO. Packet Pg. 162



2,175 Sq Ft Sealing

Pump Station

Homeward Way

FAIRFIELD
OHIO

Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE N.T.S.	DESIGN-LAYOUT NWC	DRAWN NWC	CHECKED BAM
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TITLE SHEET

3251 Homeward Way
Pump Station Driveway Sealing
FAIRFIELD, OHIO

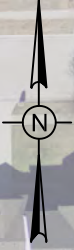
JOB NO.

DATE
02/05/24

SHEET NO.

1/1

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



1,624 Sq Ft Sealing

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



Public Works Department
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200

SCALE	DESIGN-LAYOUT	DRAWN	CHECKED
N.T.S.	NWC	NWC	BAM

TITLE SHEET

5464 Lakeside Dr
Pump Station Driveway Sealing
FAIRFIELD, OHIO

JOB NO.

DATE
02/02/24

SHEET NO.

1/1



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriations for SwimSafe Splash Pad Maintenance

Legislation Title:

Non-Contractual Appropriation for SwimSafe Splash Pad Maintenance

Recommendation:

It is recommended that City Council authorize an appropriation of \$10,950.00 from the General Fund for SwimSafe, Inc to perform the maintenance on the Harbin Splash Pad. Please see attached agreement for full details.

Background/Synopsis:

This project is for SwimSafe, Inc. to provide maintenance, operation, and related services at Harbin Park Splash Pad.

The funding for this project is programmed in the 2024-2028 as CIP 4RC06.

Financial Impact:

\$10,950.00 from the General Fund as CIP 4RC06.

Emergency Provision Explanation:

Non-Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Harbin SplashPad Maintenance



SPLASH PAD MAINTENANCE AGREEMENT

This Splash Pad Maintenance Agreement (the "Agreement") is made and entered into on this 15th day of March, 2024 (the Effective Date") by and between **SWIMSAFE POOL MANAGEMENT, INC.** ("SSPM"), an Ohio Corporation, and the City of Fairfield, Ohio ("Client").

PURPOSE OF AGREEMENT

SSPM is in the business of managing, operating and servicing community swimming pools, pool areas and splash pads.

This Agreement states the terms and conditions under which SSPM proposes to and will provide Client Pool maintenance, operation and other reasonably related services, for the Harbin Park splash pad as defined within this Agreement (the "Services").

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. PROPOSAL EXPIRATION OPTION

This document is an offer by SSPM to Client to provide maintenance, operation and related services at Client's splash pad located at Harbin Park (Fairfield). The parties agree that, until executed by Client and delivered to SSPM, SSPM shall have no obligation under this Agreement. This offer will lapse if not executed by the Client and returned to SSPM by the **15th day of March, 2024**. By executing this Agreement (prior to any withdrawal by SSPM), Client agrees that the terms and provisions of this Agreement will become binding upon it and this Agreement will be in full effect for the Term as stated in Section 3.

2. COMPENSATION; PAYMENT SCHEDULE AND FEES

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$10,950.00 for 2024**. Client will pay this amount in accordance with the schedule set out in Exhibit "A." If operation is extended beyond terms in Section 4e, Client will be billed and invoiced separately at a rate of **\$90.00 per day**.

(b) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per quarter for all services and expenses incurred during the quarter. Payment of fees for each quarter to be due on the first day of the quarter as set forth in exhibit "A". Time is of the essence in

paying all invoices submitted by SSPM. If Client fails to pay in full any invoice SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

3. TERM OF AGREEMENT

This Agreement shall commence upon acceptance and terminate on the 31st day of December 2024 (the "Term"). SSPM and Client may terminate this Agreement at any time by mutual written agreement upon such terms as shall be set forth in such termination.

4. SCOPE OF SSPM SERVICES

(a) SSPM shall provide Client maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the splash pad's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

1)	FREE CHLORINE	Higher than 1.0 PPM
2)	PH	7.2 TO 7.8 PPM
3)	TOTAL ALKALINITY	80 TO 120 PPM
4)	CALCIUM HARDNESS	200 TO 400 PPM
5)	CYANURIC ACID	LESS THAN 100 PPM

Splash pad water will be tested on daily visits and the test results will be recorded in the daily log.

(c) OFF-SEASON SERVICES

The Off-Season will begin when the splash pad is closed each year. During the Off-Season, SSPM will complete the following Services as necessary: (a) storing all moveable Splash pad items; (b) cleaning the chemical room, and pump room; (c) winterizing splash pad; (d) making on-site inspections at least once a month; (e) picking up trash, if necessary.

(d) PRE-SEASON SERVICES

SSPM will prepare the splash prior to the Swim-Season as reasonably required by completing the following Services including, without limitation: (a) check water chemistry and make necessary adjustments to assure proper Water Quality; (b) ensure all equipment is operational and start all systems; (c) schedule and pass local health department inspection.

(e) SWIM-SEASON SERVICES

The Swim-Season will begin on the Saturday of Memorial Day weekend and close on Labor Day. During the Swim-Season, SSPM will visit the splash pad (1) time per day (morning) to reasonably maintain and operate the splash pad by completing the following Services as necessary: (a) maintain Water Quality of the splash pad in accordance with all applicable governmental rules and regulations; (b) check pumps, strainers, and filters daily; (c) clean and maintain chemical room, and pump room daily; (d) maintain and store in their location all safety and maintenance equipment; (e) all completed Swim Season Duties will be recorded daily in the splash pad log.

5. **CLIENT'S RESPONSIBILITIES AND OBLIGATIONS**

(a) **Cooperation:** In order for SSPM to provide the level and quality of Services under this Agreement as expected by Client, SSPM will expect the unconditional and full cooperation of Client. Client therefore agrees to: 1) make available to SSPM personnel access to the Client's splash pad facilities as necessary to provide Services; 2) respond to all reasonable requests of SSPM to facilitate performance of the Services; 3) provide good faith cooperation reasonably necessary for SSPM to perform the Services; and 4) comply with all governmental rules and regulations applicable to the splash pad.

(b) Client will comply with or provide and maintain the following as the case may be: 1) an approved chemical circulation system to maintain splash pad chemistry and Water Quality; 2) post all splash pad rules and regulations in a conspicuous place and manner; 3) deliver a copy of all splash pad rules, regulations and guest policies to each Member; 4) all splash pad enclosures, fences and gates adjacent to or comprising the splash pad area pursuant to all applicable governmental rules and regulations; 5) three (3) sets of keys to all doors and gates; 6) shall provide and maintain the splash pad and accessory structures in a safe and reasonable condition and shall foster a safe and cooperative working environment for SSPM's employees during and after regular splash pad hours of operation; and 7) at Client's expense, all utilities, telephone service, water, and trash collection.

6. **SPLASH PAD CLOSING**

(a) SSPM may close the splash pad in an emergency, because of any failure or threatened failure of splash pad equipment or for other unforeseen causes outside SSPM's control. The date on which the splash pad is closed for any reason under this section will be the Splash Pad Closing Date. The splash pad may be closed by SSPM for the following:

(1) **Emergency Closing:** SSPM reserves the right to close the splash pad if, in SSPM's personnel's reasonable belief, there is a threat to the safety or welfare of Members which may result from (without limitation): due to

contamination or other occurrences beyond SSPM control. SSPM personnel will reasonably attempt to contact Client's Representative if it is necessary to close the splash pad.

(2) Breakdown and Repair of Splash Pad: In SSPM's best judgment, SSPM reserves the right to close the splash pad due to a breakdown of the splash pad including, without limitation, the splash pad: 1) is inoperable for whatever reason; 2) requires repairs that must be performed during splash pad hours of operation; 3) must be drained of water, or 4) requires Servicing after a Breakdown or Repair.

(b) In the event of a splash pad closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and SSPM will not refund any amounts of compensation paid by Client because of a splash pad closing, except as allowed in Section C below.

(c) Should a time lapse of more than then fourteen (14) days from the splash pad Closing Date be necessary to perform repairs and/or restore the splash pad to normal operations, beginning on the fifteenth (15th) day, SSPM shall refund to Client ½ percent (0.5%) per day of the total Agreement compensation. If the splash pad is not opened for normal operation within twenty-eight (28) days after the Closing Date the Client may cancel this Agreement by giving seven (7) days advance written notice to SSPM after the twenty-eighth (28th) day.

7. SSPM PERSONNEL

(a) All personnel who will work at the splash pad under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Identification: Employees will wear identification at all times. Such identification shall be in the form of a t-shirt displaying SSPM's name and/or logo.

8. REPAIRS AND EQUIPMENT

(a) SSPM will supply all necessary personnel and chemicals to provide services. Because equipment breakdowns cannot always be foreseen, Client agrees that any materials and repairs necessary for the proper operation of the splash pad, which are outside the scope of SSPM's Services, shall be charged to Client. SSPM assumes no liability or responsibility for Water Quality or splash pad maintenance due to inclement weather, breakdowns of Client's splash pad, during periods of repair, or other unforeseen reasons causing damage to the splash pad, and SSPM shall

not be responsible or liable to Client for a Splash Pad Closing due to a Breakdown or Repair. SSPM will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the splash pad to pre-construction condition, the cost of these services and chemicals will be charged to the Client. SSPM may close the splash pad under this Section and Section 6 (Splash Pad Closing) of this Agreement shall apply.

(b) SSPM shall have authority to replace, repair or obtain the services of third parties to replace or repair splash pad equipment for all repairs that are equal to or less than \$200.00 without the prior approval of Client. Such items will be billed separately to Client. Client must provide written approval for any repair expected to cost more than \$200.00, except when repairs are immediately required to prevent further damage to the splash pad or when SSPM reasonably believes there is an immediate need or emergency situation, or SSPM is unable to reasonably contact Client's Representative.

(c) Any repairs required as the result of SSPM's negligence shall be done at SSPM's expense.

9. DAMAGES DUE TO VANDALISM, WEATHER, NATURE AND ACTS OF GOD

(a) SSPM shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the splash pad or related facilities, and SSPM shall not be responsible for any additional expenses to restore splash pad to working order. SSPM shall report any incidents of vandalism or mischief, or damages caused by inclement weather, Nature, or Acts of God to Client's Representative prior to undertaking any repairs.

(b) In the event of vandalism or mischief, inclement weather, or damage caused Nature or Acts of God, SSPM personnel will take steps reasonably necessary to prevent damage to the splash pad, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages.

10. CHEMICAL AND MAINTENANCE SUPPLIES

(a) SSPM will provide Pool chemicals including chlorine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, soda bicarbonate, and other chemicals needed for normal Pool operation and to maintain Water Quality in a safe and sanitary manner.

(b) SSPM will provide miscellaneous pool test equipment and reagents.

(c) Client to provide and maintain one (1) automatic chemical control systems with feeders and chemical storage for the splash pad.

(d) Any other supplies not specifically set forth in this section to be used at the splash pad through the term of this Agreement shall be furnished by Client or at Client's expense.

11. CLIENT SAFETY EQUIPMENT

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(a) Safety Equipment

First aid kit (meeting OSHA standards), Goggles, Rubber gloves, Fire extinguisher

12. INSURANCE

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, evidence that any and all such coverage is in full force and effect, and acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or cancelled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement.
- 2) General Liability Insurance in the amount of \$10,000,000.
- 3) Client shall be named as an additional insured

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and
- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 each person.

13. NOTICES

All notices required or permitted under this Agreement shall be deemed given if delivered personally or if mailed by certified mail, return receipt requested, to the address set forth below. Delivery shall be deemed satisfactorily made if such notice is actually received by mail or private courier at such address. If a party changes such address, such party shall notify the other party of it by the notice procedures of this paragraph.

SSPM: SWIMSAFE POOL MANAGEMENT, INC.
 107 Commerce Blvd
 Loveland, OH 45140
 (513) 755-7075

Client: NAME: Amanda Brock
 ADDRESS: 411 Wessel Drive
Fairfield OH 45014
 TELEPHONE NO.: 513-891-8437

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

SSPM's Representatives:

Name: Jason Schneider

Phone No.: 513-755-7075

Client's Representative:

Name: Amanda Brock

Address: 411 Wessel Drive
Fairfield OH 45014

Phone No.: 513-896-8437

Email.: ABrock@fairfield-city.org

14. ENTIRE AGREEMENT, MODIFICATION AND EFFECT

This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, relationships or negotiations, written or oral. This Agreement may not be modified or amended unless the parties give mutual written consent. This Agreement shall be binding upon and inure to the benefit of SSPM and Client and to their respective successor and assigns.

15. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

16. SEVERABILITY

If a Court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement is unenforceable it shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

17. CAPTIONS/ HEADINGS

The captions or headings of this Agreement are for convenience of reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.

18. WAIVERS

The failure of either party to enforce or require performance of any provision in the Agreement shall not operate as a waiver or affect the right of the party to enforce any provision at a later date. Any delay or accommodation of SSPM in the collection of any amounts due under this Agreement, or any amendments or modifications, shall not be a waiver of SSPM's rights to demand payment of any amounts owed by Client under this Agreement.

19. ATTORNEY'S FEES AND COLLECTION COSTS

Should either party employ an attorney or third party or be required to institute legal action against the other party to enforce the terms of this Agreement or to collect fees owing pursuant hereto, said party shall be entitled, in addition to all other amounts, to recover its cost of collections, reasonable attorney's fee, expenses and all costs of court.

20. PROVISION FOR CHANGES IN FEDERAL LAW OR STATE LAW

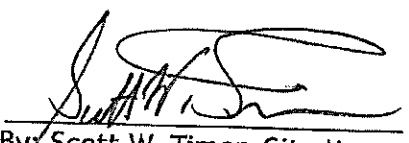
If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage by more than 3 percent (3%), during the period of the contract, SSPM will present these additional cost to the Client. The Client, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

21. OPTION IN THE EVENT OF COST INCREASE(S)

If there is an increase of ten percent (10%) or more in any costs (including necessary wages paid to staff, chemicals, supplies, etc.) related to this Agreement, SSPM may present to Client a reasonable increase in the price of this Agreement based solely on SSPM's additional costs for providing the services stated herein. The Client, at its sole discretion, may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

EXHIBITS**Exhibit "A" - Fee Schedule**

City of Fairfield, Ohio


By: Scott W. Timer, City Manager

SWIMSAFE POOL MANAGEMENT, INC.

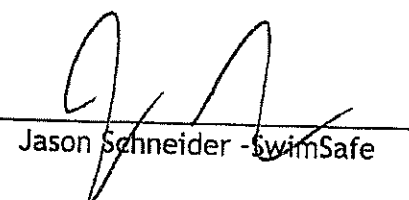

Jason Schneider - SwimSafe

EXHIBIT "A"
Fees and Payment Schedule

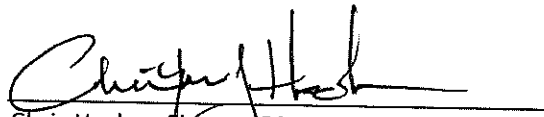
**Harbin Park (City of Fairfield)
Splash Pad
2024**

Due Date	Total
Upon Acceptance	\$ 2,738.00
April 01, 2024	\$ 3,285.00
July 01, 2024	\$ 3,833.00
September 01, 2024	\$ 1,095.00
TOTAL	\$ 10,950.00

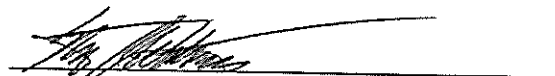
Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

CERTIFICATE

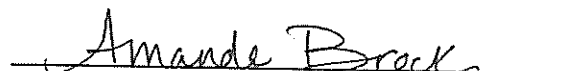
The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that funds to cover payment for the services, supplies, work or real property embodied in this Contract/Agreement are presently available or in the process of collection and that Council has appropriated money for this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


Chris Hacker, Finance Director
City of Fairfield, Ohio

APPROVED AS TO FORM:


John H. Clemmons, Law Director
City of Fairfield, Ohio

APPROVED AS TO CONTENT:


Amanda Brock, Parks & Recreation Director



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for Ice Maker at CAC

Legislation Title:

Non-Contractual Appropriations for Ice Maker at CAC

Recommendation:

It is recommended that City Council authorize an appropriation of \$4,810.04 from the Capital Fund for the purchase of a new Ice Maker for the CAC as detailed in the attached quote.

Background/Synopsis:

The project is to purchase a Manitowoc Ice Maker for the Community Arts Center to add to the Café area. There is currently not an ice maker in the Café when we have events in the theater.

The funding for this project is programmed in the 2024-2028 as CIP 4PR01.

Financial Impact:

\$4,801.04 from the Capital Fund as CIP 4PR01.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Ice Maker Machine



RESTAURANT[®] SUPPLY.com

Quote

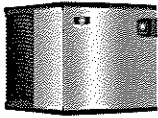
04/01/2024

Ship to:
Fairfield City

From:
Restaurant Supply, LLC
Trey Dismuke
trey@restaurantsupply.com
13031 U.S. Highway 19N
Clearwater, FL 33764
860-246-3333 xt. 141

Job Reference Number: 241071TD

FREE FREIGHT

Item	Qty	Description	Sell	Sell Total
1	1 ea	ICE MAKER, CUBE-STYLE Manitowoc Model No. IYT0420A  Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 22"W x 24-1/2"D x 21-1/2"H, production capacity up to 460 lb/24 hours at 70°/50° (375 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®	\$3,305.65	\$3,305.65
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-161) 115v/60/1-ph, 11.3 amps		
	1 ea	WARRANTY-ARCPURE 3 year parts & labor warranty on cap, housing, hardware, & mounting assembly (does not refer to filter cartridge), standard		
	1 ea	D420 Ice Bin, 22"W, 34"D x 50"H, with side-hinged front-opening door, side grips, 383 lbs. application capacity, AHRI certified 12.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	\$1,232.50	\$1,232.50
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	Legs, 6" adjustable stainless steel, standard Weight: 244 lbs total		
ITEM TOTAL:				\$4,538.15
2	1 ea	WATER FILTRATION SYSTEM, FOR ICE MACHINES	\$271.89	\$271.89

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

04/01/2024

Item	Qty	Description	Sell	Sell Total
		Everpure Model No. EV932401 Insurice® Water Filtration System, Insurice® Single-i2000 ² , Single, (1) i2000 ² Micro-Pure® II Precoat primary filtration cartridge, reduces chlorine, taste & odor, inhibits scale, outlet pressure gauge, flushing valve, 9,000 gallons, 1.67 gpm, 0.5 micron, 3/8" inlet, 3/8" outlet, NSF 42 & 53 (EV932401) Weight: 6 lbs total		
			ITEM TOTAL:	\$271.89
			Total	\$4,810.04

Prices Good Until: 05/01/2024

ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT

SALES TERMS AND CONDITIONS

Restaurant Supply, LLC, 24 Maple St., Wethersfield, CT 06109 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below:

- 1. ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.
- 2. PURCHASE PRICE.** The purchase price for the item(s) is clear listed on Seller's quote and/or sales offer. This price expressly excludes any taxes as detailed below or shipping charges unless clearly listed as a separate line item in the Seller's quote, sales offer, or contract with Buyer.
- 3. PAYMENT OF TAXES.** Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.
- 4. PAYMENT.** Prepayment is required at the time of order. Only qualified customers are eligible for purchase with a purchase order. Due to supply chain and long lead times, the invoice must be paid for the item received, not at the time the order is completed.
- 5. WARRANTIES.** Unless there is an express warranty contained in the Seller's Quote, sales offer or contract with Buyer, the equipment is sold "AS IS." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. Seller does not offer any express or implied warranties as to the equipment.
- 6. DELIVERY.** Delivery is FOB Origin, unless otherwise provide. Seller will arrange payment for shipping with the carrier. Unless seller noted otherwise in provided quote. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss

is upon Buyer once Seller delivers the Equipment to the carrier. Delivery times are estimates only and Seller shall not be liable for delays. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment.

Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or electronic communication. Seller is not responsible for Buyer's failure to file a timely claim with a carrier and Buyer waives any claims against Seller related to Buyer's failure to file a timely and proper freight claim. Seller shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

7. **LIMITATION OF LIABILITY.** In all circumstances Seller's maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims for damages.
8. **RETURNS.** Buyer is solely responsible for shipping any returned product to Seller. Buyer agrees to use only reputable carriers capable of providing proof of delivery. Buyer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Buyer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Seller's Return Procedure will be breached and Seller will reject the entire return or may choose to impose additional charges against the Buyer for replacement of the missing component. Seller will not refund to Buyer the original shipping charges and cannot accept collect or postage-due returns shipments. There is a 25% restocking fee will be charged on a non-defective returns. Custom fabricated items may not be returned.
9. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract: (a) The failure to make a required payment when payment is due; (b) The insolvency or bankruptcy of either party; and (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
10. **REMEDIES ON DEFAULT.** In the event that Seller shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such action, proceeding or suit Seller may recover reasonable expenses, including attorneys' fees, and the amount shall be included in such judgment. In the event that Seller has incurred any expenses and attorneys' fees in the enforcement, in good faith and in just cause, of any of its rights under this Agreement without having brought any action, proceeding or suit to so enforce any such right, then Seller may recover from Borrow and/or Guarantor any reasonable expenses so incurred, including attorneys' fees. BUYER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.
11. **FORCE MAJEURE.** If performance of an agreement between the parties or any obligation under an agreement

between the parties is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. **CONFIDENTIALITY**. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and these Terms and Conditions as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
13. **ASSIGNMENT**. Neither party may assign or transfer the Seller's quote, sales offer, contract, etc. without prior written consent of the other party, which consent shall not be unreasonably withheld.
14. **ENTIRE CONTRACT**. The applicable Seller's quote, sales offer or contract and these Terms and Conditions represent the entire agreement of the parties regarding the subject matter of each individual transaction, and there are no other promises or conditions in any other agreement whether oral or written.
15. **MODIFICATION**. The applicable Seller's quote, sales offer or contract may only be modified or amended if the modification is made in writing and signed by both parties. Seller reserves the right to modify, amend or revise these Terms and Conditions as is necessary in the ordinary course of business without prior notice to Buyer.
16. **SEVERABILITY**. If any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
18. **APPLICABLE LAW**. This Contract shall be governed by the laws of the State of CT.
19. **VENUE**. Buyer expressly agrees that any and all disputes shall exclusively be resolved by a court of competent

jurisdiction in Hartford County, CT.

20. **TITLES.** The titles to the Paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.
21. **NOTICE TO OWNER.** If this transaction involves or is anyway related to the improvement of real property and Buyer is not the real property owner, Buyer will provide the name and contact information for the Property Owner prior to delivery or any work being performed. Seller will send a formal Notice to Owner to the Property Owner to protect Seller's right.

Net 30 terms: Customers granted Net 30 payment terms must pay each invoice within 30 days of the invoice date. Failure to do so constitutes an instance of Default. In the case of a Default, the Company may begin to charge interest on the delinquent unpaid balance at a rate of one and one-half percent (1-1/2%) per month (18% APR), or the highest rate allowed by law. Further, in case of a Default, Customer agrees to pay any and all collection fees and expenses incurred by the Company, including court costs, actual attorney fees and collection agency fees and expenses. CUSTOMER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for the purchase of new South Trace Furniture for Grill Room

Legislation Title:

Non-Contractual Appropriation for the purchase of new furniture for South Trace Club House Grill Room

Recommendation:

It is recommended that City Council authorize an appropriation of \$25,062.24 from the Capital Fund for the purchase of new furniture for South Trace Club House grill room as detailed in the attached quote.

Background/Synopsis:

This project is to purchase new furniture for the South Trace Clubhouse grill room. This upgrade will add to the customer experience that we are trying to bring back to South Trace and will add to the enhancement of South Trace overall.

The funding for this project is programmed in the 2024-2028 as CIP 4RC13.

Financial Impact:

\$25,062.24 from the Capital Fund as CIP 4RC13.

Emergency Provision Explanation:

Not Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. SouthTrace Furniture

HON STS # 800766

Robin Kooiman
 Direct Line(513)612-6908
 Fax(513)531-2701
 2920 East Kemper Road
 Cincinnati, OH 45241
 RKooiman@officefurnituresource.com

office
 furniture
 source

3/29/2024

Line #	Mfg	Qty	Part Description	Tag	Sell	Ext Sell
1		4	ARRANGE SEATED HEIGHT X-BASE FOR 36IN SURFACES P1 Paint Opts Charblack		\$ 343.20	\$ 1,372.80
2		6	ARRANGE SEATED HGHT T-LEGS 24IN D SRFC- 2 BASES P1 Paint Opts Charblack		\$ 417.60	\$ 2,505.60
3		2	ARRANGE CAFE HGHT T-LEGS FOR 30D SRFCS - 2 BASES P1 Paint Opts Charblack		\$ 516.96	\$ 1,033.92
4		2	ARRANGE CAFE HEIGHT X-BASE FOR 36IN SURFACES P1 Paint Opts Charblack		\$ 411.36	\$ 822.72
5		6	ARRANGE TABLE 24IN X 72IN RECTANGLE TOP No Grommet Grd L2 Standard Laminates Fawn Cypress Fawn Cypress		\$ 277.44	\$ 1,664.64
6		2	ARRANGE TABLE 30IN X 72IN RECTANGLE TOP No Grommet Grd L2 Standard Laminates Fawn Cypress Fawn Cypress		\$ 306.72	\$ 613.44
7		6	ARRANGE TABLE 36IN SQUARE TOP No Grommet Grd L2 Standard Laminates Fawn Cypress Fawn Cypress		\$ 235.68	\$ 1,414.08
8		16	IGNITION CAFE HEIGHT STOOL 4-LEG FRAME Armless Nylon Glide		\$ 338.40	\$ 5,414.40

Quote Valid for 14 days
 All Special Orders require a 50% non-refundable deposit.
 Space to be free and clear of existing furniture at time of delivery.
 A 3% surcharge will be applied to all payments made via credit card.

Page 1 of 4

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

HON STS # 800766**Robin Kooiman**

Direct Line(513)612-6908

Fax(513)531-2701

2920 East Kemper Road

Cincinnati, OH 45241

RKooiman@officefurnituresource.com

office
furniture
source

3/29/2024

Line #	Mfg	Qty	Part Description	Tag	Sell	Ext Sell
9		28	4-Way Black			
			Grd 1 UPH			
			Contourett			
			Sage			
			Black			
			IGNITION GUEST/MULTI-PURPOSE CHAIR		\$ 268.32	\$ 7,512.96
			FOUR-LEG STACKING			
			Armless			
			Nylon Glide			
			4-Way Black			
10		1	Grd 1 UPH			
			Contourett			
			Sage			
			Black			
			PRESIDE 20X72 36H HOSPITALITY		\$ 1,847.04	\$ 1,847.04
			CREDENZA W/ SHELF			
			Grd L2 Standard Laminates			
			Fawn Cypress			
			Fawn Cypress			
			Grd L2 Standard Laminates			
11		4	Fawn Cypress			
			Loop Black			
			No Cutout			
			Grd L2 Standard Laminates			
			Fawn Cypress			
			2 RECEPTACLE 2 USB WORKSURFACE		\$ 215.16	\$ 860.64
			CLAMP			
			Storm			
Subtotal						\$ 25,062.24
Delivery and Installation- Included NBH				\$ 0.00	\$ 0.00	
Grand Total						\$ 25,062.24
Deposit Due						\$

Quote Valid for 14 days

All Special Orders require a 50% non-refundable deposit.

Space to be free and clear of existing furniture at time of delivery.

A 3% surcharge will be applied to all payments made via credit card.

Page 2 of 4

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Non-Contractual Appropriation for Installation of Drinking Fountains

Legislation Title:

Non-Contractual Appropriation for the installation of Drinking Fountains

Recommendation:

It is recommended that City Council authorize an appropriation of \$30,240.00 from the Capital Fund for the installation of new drinking fountains to become ADA compliant as detailed in the attached quote.

Background/Synopsis:

This project is to install 6 new drinking fountains and pour new concrete pads at Waterworks, Good Neighbors, Youth Soccer and 2 at Gilbert to make them all ADA compliant.

The funding for this project is programmed in the 2024-2028 as CIP 4PR21.

Financial Impact:

\$30,240.00 from the Capital Fund as CIP 4PR21.

Emergency Provision Explanation:

Non-Applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Installation of Drinking Fountains

PROGRESSIVE PLUMBING COMPANY

MECHANICAL CONTRACTORS

531 HANOVER STREET / P.O. BOX 1085
 HAMILTON, OHIO 45012
 (513)863-1711 / FAX (513)863-4857
 GARY.PPC@GMAIL.COM

Project: FAIRFIELD PARKS

Attn: _____

Scope: DRINKING FOUNTAINSDate: 12/14/2023

We propose to furnish material and labor for the following:

1. Excavate area around fountains per drawing. Qty (6)
2. Form area for concrete pads. Qty (6)
3. Pour concrete for pads. Qty (6)
4. Excavate to tie in existing water for fountains.
5. Receive and set new fountains.
6. Spread gravel around concrete pads.
7. Furnish and install meter pit/crock with 12" opening lid.
8. Furnish and install isolation valve and tee with a threaded ball valve for drainage in winter.

Estimate: \$ 30,240.00 THIRTY THOUSAND TWO HUNDRED FORTY DOLLARS

Alternate # _____ Alternate # _____

Please review the attached scope sheets for the above project and advise us of any changes or additions required by your company.

This bid was prepared based on the plans, specifications, and our scope sheet, including the following addendums we have seen to date

Addendums # _____

Comments:

1. Not responsible for utilities damaged by concrete cutting or excavation.
2. If toning is required, PPC is still not responsible for utilities being damaged by sawing or excavation.
3. Asbestos abatement / Lead paint abatement excluded.
4. Tap, capacity, or expansion fees excluded unless indicated.
5. Concrete work based on 6" slab thickness, additional thickness based on Time & Material rate.
6. Interior excavation based on maximum depth of 3' unless noted prior to bidding, additional excavation base on T&M rate.
7. _____
8. Fountains by others.
9. No permits included.
10. _____

Respectfully Submitted;

ACCEPTED BY: _____


 Gary S. Ruhl

Date: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

"AN EQUAL OPPORTUNITY EMPLOYER"

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any Alternates or deviations from the above specifications involving extra costs will be executed only upon written orders, and will be come 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. Our workers are fully covered by Worker's Compensation insurance.

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Municipal Building Improvements

Legislation Title:

Municipal Building Improvements

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$50,000 from the Capital Improvement Fund for this project.

Background/Synopsis:

This request is for the Architecture and Engineering services needed for design improvements to the Municipal Building. These changes to the building will help to provide security to the building by prohibiting access to designated areas while allowing the Public to access areas needed for day-to-day operations. TRA Design was chosen for these services due to their previous work on the building and knowledge therein.

Financial Impact:

\$50,000 (\$33,000 for TRA Design + \$17,000 for contingencies and repairs and upgrades to the Municipal and Annex Buildings) from the Capital Improvement Fund.

This project is listed in the 2024 CIP as Municipal Building and Annex Repairs (\$300,000)

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Fairfield City Office Renovations -TRA Proposal



April 2nd, 2024

Scott Timmer
City Manager
City of Fairfield
5350 Pleasant Avenue
Fairfield, OH 45014

Dear Scott:

Thank you for allowing TRA the opportunity to submit a proposal for: design and construction documents and construction administration for the interior renovations to the Fairfield City Municipal Building at 5350 Pleasant Avenue. The proposal is based on the rough plan provided by the Client and attached at the end of this proposal. Architecture, Plumbing and Electrical engineering are all part of this proposal. All interior finishes previously selected on the 06.29.20 drawings will be applied to these construction documents. No new finish selections are required.

Enclosed please find a proposal for the professional services we discussed. The attached scope of service (Attachment A) outlines the proposed tasks. If this agreement is acceptable, please email back to me.

Please feel free to call if you have any questions. Thanks again.

Sincerely,

TRA Design
36 E. Seventh Street
Suite 2430
Cincinnati, OH 45202

A handwritten signature in black ink, reading 'Tony Ravagnani'.

Tony Ravagnani, AIA, LEED AP

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

STANDARD FORM OF AGREEMENT (SFA)

This AGREEMENT made this _____ day of _____, 20____, by and between Tony Ravagnani Architects, LLC (TRA) and City of Fairfield.

TRA and CLIENT agree to the terms and conditions listed below and in the remainder of this document.

TRA shall provide professional architectural and related services required for design and construction documents and construction administration for the interior renovations to the Fairfield City Municipal Building at 5350 Pleasant Avenue. The proposal is based on the rough plan provided by the Client and attached at the end of this proposal. Architecture, Plumbing and Electrical engineering are all part of this proposal. All interior finishes previously selected on the 06.29.20 drawings will be applied to these construction documents. No new finish selections are required. Scope of work is as described in Attachment A of this agreement.

- I. Budget determination services, surveys, and site reports are not included in the scope of services from TRA, but may be specifically arranged if requested and confirmed by written agreement, at CLIENT's expense. Construction Phase Service and site visits can be provided if requested and confirmed by written agreement, at CLIENT'S expense.
- II. CLIENT agrees to pay TRA monthly on account of the services performed during the preceding period. Payment shall be due and payable thirty (30) days after receipt of invoice. Invoices not paid within thirty (30) days of issuance shall bear interest at the rate of one and one-half percent (1 1/2%) per month, compounded monthly.
- III. Compensation for the above stated services detailed on Attachment A is as listed below: **All fees are lump sum except where indicated to be hourly estimated.**

Compensation for services shall be invoiced in accordance with Attachment B. Professional services required beyond the Scope of Services, identified above, shall also be invoiced on an hourly rate basis in accordance with Attachment B. Reimbursable expenses, as outlined in Attachment B, will be billed in addition to the contract amount.
Estimated expenses \$ 200 to 500

Schematic Design	\$ 3,000
Design Development	\$ 3,000
Construction Documents	
Architecture	\$ 10,000
Plumbing and Electrical Engineering	\$ 11,000
Construction Administration	\$ 5,000
Total	\$ 32,000 plus expenses

The signatures below execute this Agreement, the day and year first written above.

Tony Ravagnani Architects, LLC

City of Fairfield



Signature: _____

Signature: _____

Printed name and title: Tony Ravagnani, Principal Printed name and title: _____

Note: Agreement is valid only after signed by both parties.

ATTACHMENT A

I. PRE-DESIGN

- A. Field measure existing space and field survey MEP items (if needed).

II. SCHEMATIC DESIGN

- A. Meet with the Client to kick off the project and talk about design goals, including plan changes (already performed).
- B. Develop new schematic plan. Review with Client.
 - a. Revise once, if required, and resend plan.
 - b. Obtain Client's sign off.

III. DESIGN DEVELOPMENT PHASE

- A. Develop detailed demo plan, floor plan, reflected ceiling plan, and interior elevations for Client's review. Review with Client.
 - a. Revise once, if required, and resend.
 - b. Obtain Client's sign off.

III. CONSTRUCTION DOCUMENTS PHASE

- A. Provide construction drawings to include the following:
 1. Cover sheet / code notes / key plan / etc.
 2. Demolition plan
 3. Floor plan and partition types
 4. Finish plans and legend
 5. Reflected ceiling plan
 6. Door schedule and hardware sets
 7. Interior elevations and casework sections if necessary
 8. Provide plumbing, electrical drawings suitable for permitting and construction.
- B. Specifications to be on the drawings.

IV. CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- A. Review architectural and P & E submittals
- B. Respond to RFIs during construction
- C. Perform construction site visits if needed during construction (2 total visits by TRA)

V. ASSUMPTIONS / EXCLUSIONS

- A. Any other services not specifically listed will be excluded and if requested, will be billed at our standard hourly rates.

ATTACHMENT B

COMPENSATION AND REIMBURSABLE EXPENSE SUMMARY

A. Compensation for professional architectural and consulting services shall be based on the hourly rates of individuals engaged on the project plus reimbursable expenses.

B. Hourly Rates (consultants rates provided upon request)

<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$160.00
Project Architect	\$140.00
Project Architect II	\$120.00
Interior Designer	\$120.00
Interior Designer II	\$100.00
Intern Architect I	\$80.00
Intern Architect II	\$60.00

C. Subcontracted professional consultants (mechanical, electrical, structural, etc.) authorized by the CLIENT and retained by TRA shall be invoiced at cost plus 5%.

D. Reimbursable Expenses - Invoiced at cost plus 15%

1. Plotting and printing as required (PDFs are final work product)
2. Postage and Freight requested by Client
3. Courier Services requested by Client
4. Additional expenses expressly requested by the Client.

TERMS AND CONDITIONS

Any capitalized terms used but not defined in this Agreement shall have the same meaning as those in AIA Document A201 - 2007, General Conditions of the Contract for Construction.

A. This Agreement represents the entire and integrated agreement between CLIENT and TRA, and supersedes all prior negotiations, representations or agreements, either written or oral, between them. This Agreement may be amended only by a written instrument signed by both CLIENT and TRA. CLIENT and TRA, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall create a contractual agreement with, or a cause of action in favor of, a third party against either CLIENT or TRA. TRA's services are being performed solely for the benefit of CLIENT.

B. TRA shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants, contractors, and provided documentation (including any drawings, reprints and data on any form of electronic media generated by CLIENT). TRA shall not be held responsible for work required by and/or costs resulting from inaccuracies in any documents provided by CLIENT or any hidden field conditions encountered during construction. As to any information or content supplied by CLIENT for TRA's use in connection with the Project, CLIENT represents and warrants to TRA that neither the provided content nor TRA's use of the provided content in connection with the Project infringes upon the rights of any third party. CLIENT agrees, to the fullest extent of the law, to indemnify, defend, and hold TRA harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from (i) any claim or allegation that such provided content, or TRA's use thereof for the Project, infringes a third party's intellectual property or other proprietary rights, (ii) any error or omissions associated with the provision of such files to TRA (it being expressly acknowledged and agreed that the final printed rendering provided by TRA shall be the basis for any construction or implementation of TRA's work); (iii) any information not field verified by TRA; or (iv) modification of design data, reuse, reformatting, retransmission and premature use of information.

C. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TRA are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TRA may call for renegotiation of appropriate portions of this Agreement. TRA shall notify CLIENT of the changed conditions necessitating renegotiation, and TRA and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the termination provision hereof.

D. CLIENT understands and agrees that all job site safety including any and all health and safety required by regulatory agencies shall be the duty of CLIENT (by and through CLIENT's General Contractor, as applicable) during construction. CLIENT shall ensure that the design team including TRA are held harmless and not liable for any and all job site and project safety duties and responsibilities.

E. TRA shall have no responsibility for the discovery, presence, handling, removal, remediation, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, and CLIENT agrees to indemnify and hold harmless TRA from and against any and all liability, claims, or actions resulting from the presence, handling, removal, remediation, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If such materials or substances are discovered at the Project site, TRA reserves the right to increase the Construction Cost estimates for the Project and its own fee for any additional work required to account for the presence, removal or remediation of such materials or substances.

F. Evaluations of CLIENT'S budget for the Project (Budget), the preliminary estimate of the cost to construct the Project (Construction Cost) and detailed estimates of the Construction Cost, if any, prepared by TRA represent TRA's judgment as a design professional familiar with the construction industry. It is recognized that neither TRA nor CLIENT has control over the cost of labor, materials or equipment, or over the method that any contractor (a Contractor) uses to determine bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, TRA cannot and does not warrant or represent that bids or negotiated prices will not vary from CLIENT'S Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by TRA. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fees quoted by TRA are valid for 30 days only unless noted otherwise in writing.

G. Drawings, specifications and other documents, including those in electronic form, prepared by TRA and TRA's consultants are Instruments of Service which are designed for use solely with respect to this Project. TRA and TRA's consultants shall be deemed the authors and owners of their respective Instruments of Service and such parties shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT is permitted to use the final version of such Instruments of Service, as a licensee, for the purpose of constructing, implementing, and maintaining the Project. Unless otherwise specifically agreed by the parties, TRA shall furnish for CLIENT's use Architect's CAD plans prepared in connection with the Project and the services provided hereunder. The license granted by this section shall be contingent upon CLIENT's compliance with all obligations of this Agreement, including prompt payment of all invoices, and cannot be assigned, delegated, sublicensed, pledged, or otherwise transferred without TRA's prior written consent.

H. CLIENT acknowledges and agrees that any drawings, reports, specifications, and data on any form of print or electronic media generated and provided by TRA has been designed specifically for this Project and CLIENT's use shall be subject to the license described in Section G above. Any use of such instruments for purposes other than for the Project shall be at CLIENT's sole risk and without liability to TRA or consultants (including any Contractor). CLIENT agrees not to transfer these instruments to any others without the prior written consent of TRA, which consent TRA may withhold in its sole discretion. In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRA harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone, other than TRA, or from any reuse of the instruments or electronic files for purposes beyond the Project or without prior written consent of TRA.

I. CLIENT agrees that services provided by TRA will be rendered without any warranty, and/or guarantees, expressed or implied including the performance of any Contractor engaged by CLIENT to construct the Project according to the Contract Documents or the Contractor's ability to furnish and perform its work in accordance with the Contract Documents. TRA shall not be required to sign any documents, no matter by whom requested, that would result in TRA having to certify, guaranty, or warrant the existence of conditions that TRA cannot ascertain.

J. In recognition of the relative risks and benefits of the Project to both CLIENT and TRA, the risks have been allocated such that CLIENT agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in the Agreement, to limit the liability of TRA to CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of TRA to CLIENT shall not exceed TRA's total fee actually received from

CLIENT for services rendered by TRA on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. To the fullest extent permitted by law, TRA shall not be liable for any incidental, indirect, punitive or consequential damages, which shall include but not be limited to a waiver of any loss of use, loss of profit, loss of business or income, or any other consequential damages.

K. TRA shall have the right to include photographic or artistic representation of the design of the Project among TRA's promotional and professional materials. TRA shall be given reasonable access to the completed Project to make such representations. Following completion of the Project, TRA reserves the right to refer to the Project and CLIENT, using CLIENT's name, for portfolio purposes.

L. Neither CLIENT nor TRA shall assign this Agreement without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project upon written notice to TRA. In such event, the lender shall assume CLIENT'S rights and obligations under this Agreement, provided however that such assignment shall not release the original named CLIENT from its obligations and such CLIENT shall remain liable for complete and timely performance of all of the obligations under this Agreement as and when the same are due. TRA shall execute all consents reasonably required to facilitate such assignment.

M. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents, provided however that the foregoing shall not relieve CLIENT from making payments as and when due under the Agreement.

N. If CLIENT fails to make any payment required under this Agreement when due and TRA incurs any costs in order to collect such overdue sums from CLIENT, CLIENT agrees that all such collection costs incurred shall immediately become due and payable to TRA. Collection costs shall include, without limitation, reasonable legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable TRA staff costs at standard billing rates for the time spent in efforts to collect such overdue payments. Notwithstanding the foregoing, if CLIENT fails to make payments when due or otherwise is in breach of this Agreement, TRA may suspend performance of services upon 30 days' notice to CLIENT. TRA shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT or CLIENT'S election to suspend services by written notice to TRA. Upon payment in full by CLIENT, TRA shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for TRA to resume performance.

O. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

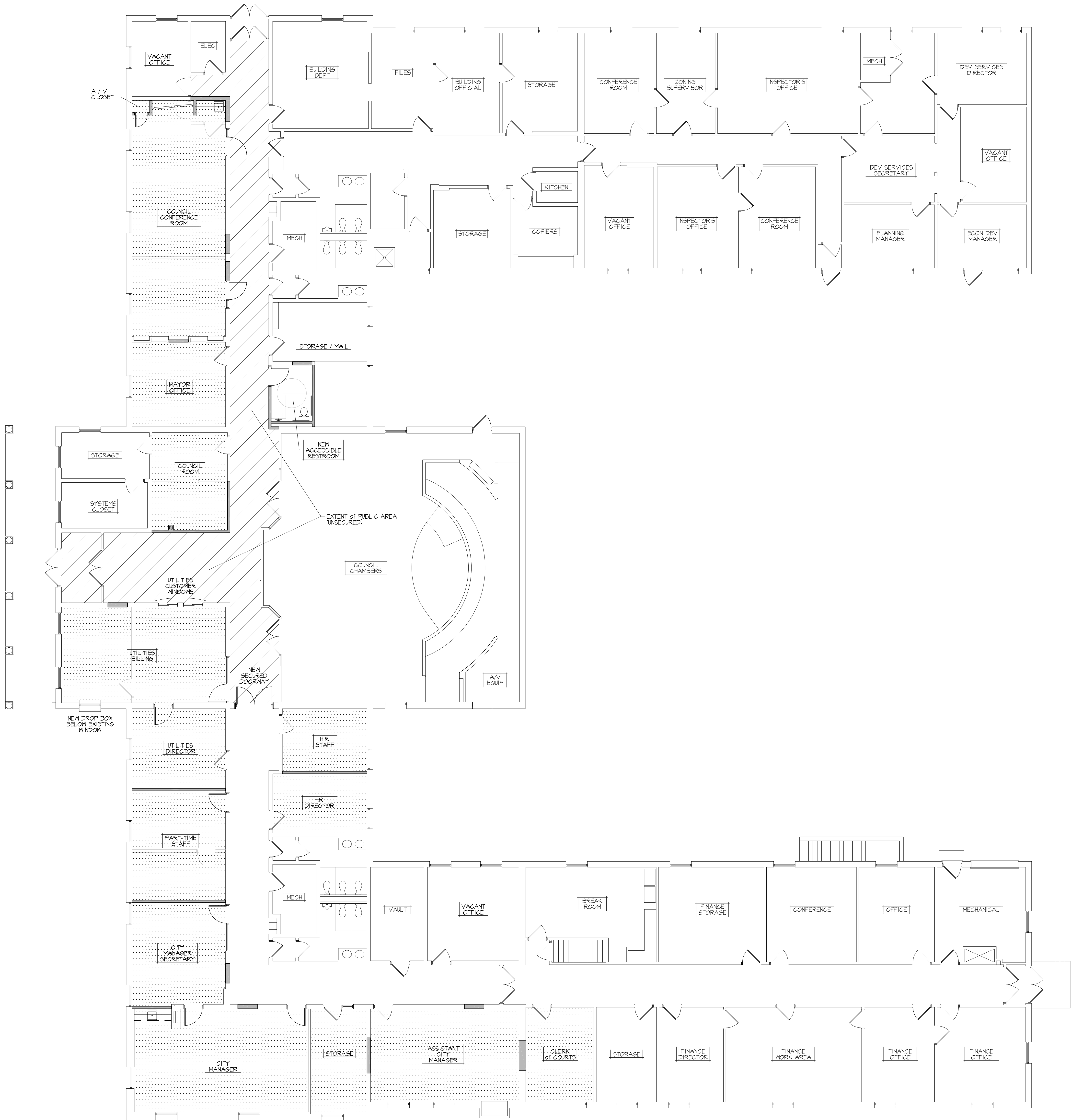
P. CLIENT and TRA agree to resolve any claim or dispute arising out of this Agreement or TRA's services first through negotiation. If a negotiated agreement cannot be reached, the parties shall subject all claims and disputes to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration

Association currently in effect. Arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any mediation, arbitration, or legal or equitable proceeding shall take place in Cincinnati, Ohio.

Q. This Agreement may be terminated by either party upon not less than 7 days' written notice, should the other party fail substantially to perform any of its obligations under this Agreement in accordance with the terms hereof through no fault of the party initiating the termination, provided the defaulting party is provided with written notice of such default and 7 days to cure the same; and provided further that in all cases, TRA shall be compensated for all costs and expenses incurred in connection with the Project through the effective date of termination. The payment of any fees or compensation owed to TRA shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by TRA. Payment to TRA for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

R. CLIENT understands that there may be misinterpretations of the Contract Documents or TRA's plans and specifications during construction which may lead to errors and subsequent damage. To guard against such misinterpretations, TRA may provide construction review or project observation services, if requested by CLIENT, provided that such services shall be provided at an additional cost and shall be specified in a separate written agreement to be entered into by and between the parties. CLIENT has elected to proceed with the work without engaging TRA to provide construction review services. As such, CLIENT assumes all responsibility for interpretation of the Contract Documents, and for construction observation, and CLIENT waives any claims against TRA agrees to indemnify and hold harmless TRA, its officers, directors, employees, and sub-consultants (collectively, TRA Parties) against any and all claims, damages, awards and costs of defense, which may arise out of or in connection with (i) any act of any Contractor engaged by CLIENT to perform work on the Project which is not performed in compliance with the intent of the design documents or any other documents provided by TRA, (ii) the performance of such services by other persons or entities and (iii) modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the TRA Parties. If CLIENT requests in writing that TRA provide any specific construction phase services, and if TRA agrees in writing to provide such services, then TRA shall be compensated for such Additional Services.

S. Notice to either party shall be given in writing, either personally delivered or delivered via nationally recognized overnight service, at the addresses provided above and shall be deemed given as of the date of delivery or refusal of delivery. Headings are provided for convenience and shall not be construed to influence or effect the interpretation of such provision. If any of these contract provisions are found to be illegal or unenforceable, the unenforceable provision will be modified to the extent permitted by law to maintain the intent of the parties or stricken if reasonably necessary under the circumstances. Striking such provision shall have no effect on the enforceability of the remaining contract provisions.



PRELIM - FEB 2024
BUILDING SECURITY PROJECT
FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORT

Attachment: Non-Contractual Appropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 22, 2024

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Public Works Repairs and Upgrades

Legislation Title:

Public Works Repairs and Upgrades

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$30,000 from the Capital Improvement Fund for this project.

Background/Synopsis:

This request is for the repairs and upgrades to the Public Works Buildings. These repairs include exterior painting of the main building due to age and condition and the purchase of plumbing tools to aid in emergency repairs.

Financial Impact:

\$30,000 (\$14,400 for exterior painting + \$15,600 for Public Works Buildings repairs and upgrades, plumbing tools, and contingencies) from the Capital Improvement Fund.
 These repairs are listed in the 2024 CIP as # 4FC61 Public Works Repairs and Upgrades (\$30,000).

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Est_1214_from_CDA_PROPERTIES_LLC_6120

CDA PROPERTIES,
P.O. BOX 415
Seven Mile OH 45062
513-523-4088

Estimate

Date	Estimate #
3/21/2024	1214

Name / Address
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014

Description	Total
PUBLIC WORKS BUILDING EXTERIOR PAINTING: --North End of Building 1) Continue Painting from Original Stop Point to Front of Building 1 Coat (High Wall ONLY) --South End of Building 1) Continue Painting from Original Stop Point to Front of Building 1 Coat (High Wall ONLY) --Front of Building 1) Paint High Wall End to End 1 Coat 2) Paint High Gutter and Facia Board 1 Coat-Grey 3) Paint 6 Downspouts 1 Coat-Burnt Orange 4) Paint 2 Exterior Side Man Doors and Frame-Grey 5) Paint 1 Exterior Side Double Door and Frame-Grey 6) Paint Skylight Dome Metal Trim Rust Primer and Finish Paint-Grey Please Note: Office Bump-Out is Not Included. Lift Rental is Included.	14,400.00
Thank you for the opportunity to service the City of Fairfield.	Total

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

Phone #
513-523-4088

CDA PROPERTIES,

P.O. BOX 415

Seven Mile OH 45062

513-523-4088

Estimate

Date	Estimate #
3/21/2024	1214

Name / Address
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014

Description	Total
All Labor and Materials Included	
Thank you for the opportunity to service the City of Fairfield. Total \$14,400.00	

Attachment: NonContractualAppropriations.042224 [Revision 1] (3913 : Non-Contractual Appropriations)

Phone #

513-523-4088

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024."

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

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

From:	Unappropriated Water Replacement & Improvement Fund	\$8,000
To:	60416025-254000 Building Improvements <i>(Topsoil Canopy at Water Treatment Facility 4WT15)</i>	\$8,000
From:	Unappropriated Capital Improvement Fund	\$417,128
To:	40216023-233900 Other Professional Services <i>(Pool Repairs and Replacement Parts 4RC06)</i>	\$24,310
To:	40216025-254000 Building Improvements <i>(Community Arts Center Carpet and Hardwood Flooring 4PR21[\$41,794]) (Public Works Exterior Paint and Plumbing 4FC61 [\$30,000])</i>	\$71,794
To:	40216025-252000 Improvements other than Building <i>(Municipal Parking Lot Maintenance 4PW12 [\$35,000]) (Minor Parks Projects 4PW19 [\$5,000])</i>	\$40,000
To:	40216024-241200 Non Capital Equipment <i>(Community Arts Center Ice Maker 4PR01 [\$4,811]) (ADA Compliant Water Fountains 4PR21 [\$30,240])</i>	\$35,051
To:	40216025-253300 Office Furnishings <i>(South Trace Grill Room Furniture 4RC13)</i>	\$25,063
To:	40216025-253200 Capital Equipment <i>(Reel Grinder 4RC04 [\$58,790]) (Bedknife Grinder 4RC04 [\$29,340])</i>	\$88,130
To:	40216025-253100 Automotive Equipment	\$82,780

Attachment: NONCONTRACTUAL 4-22-ORD [Revision 1] (3913 : Non-Contractual Appropriations)

*(Cushman/Kubota Utility Vehicle 4RC04 [\$54,402])
(Sand Star Bunker Vehicle 4RC04 [\$28,378])*

To:	40216023-233300 Engineering Services (Municipal Building Upgrades Engineering 4FC01)	\$50,000
From:	Unappropriated General Fund	\$10,950
To:	10016023-233900 Other Professional Services (Harbin Park Splash Pad Maintenance 4RC06)	\$10,950

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

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

Clerk of Council		

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\NONCONTRACTUAL 4-22-ORD

Attachment: NONCONTRACTUAL 4-22-ORD [Revision 1] (3913 : Non-Contractual Appropriations)