

Steve Miller
Mayor

Mark Scharringhausen
Council Member at Large

Chad Oberson
Council Member at Large

Bill Woeste
Council Member at Large



Leslie Besl
Council Member, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Tim Abbott
Council Member, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 13, 2020 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 - Financial Projections related to COVID-19 Pandemic
- 2. BUSINESS MEETING CALL TO ORDER**
- 3. PRAYER/PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS**
 - a. Arbor Day Proclamation
- 8. PUBLIC HEARING(S)**
- 9. APPROVAL OF MINUTES**
 - a. Regular Meeting held March 23, 2020
- 10. OLD BUSINESS AND REPORTS**

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

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

B. DEVELOPMENT SERVICES COMMITTEE

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

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into a three (3) year contract with Rozzi, Inc. for the production of the annual Red, White and Kaboom event.

- Legislation - Third Reading
- Motion - Adoption

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC WORKS COMMITTEE

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

1. Ordinance to authorize the City Manager to enter into a contract with John R. Jurgensen Company for the 2020 Asphalt Paving and Resurfacing Project.

- Legislation - Second Reading

2. Ordinance to authorize the City Manager to enter into a contract with Hendy, Inc. for the Proposed Sidewalk along Route 4 from north of Magie Avenue to north of Symmes.

- Legislation - Second Reading

F. PUBLIC UTILITIES COMMITTEE

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

G. FINANCE & BUDGET COMMITTEE

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

11. NEW BUSINESS

A. PUBLIC SAFETY COMMITTEE

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

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Multinicks, Inc. dba Minnicks Drive Thru, 1729 Happy Valley Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

B. FINANCE & BUDGET COMMITTEE

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

1. Ordinance authorizing the issuance of not to exceed \$5,300,000 of various purpose bond anticipation notes, series 2019, 2020 renewal, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 98-19 and all amendments thereto and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 104-19 and all amendments thereto and declaring an emergency.
 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020.”

Non-Contractual Appropriations: \$7,500 Rt 4 Booster Pump Station valves; \$36,830 for engineering services for water main replacement project Resor & Winton Road; \$23,000 for RAS Pump #2 replacement at Wastewater Treatment Plant; \$14,996 Well 5 & 6 Check Valve replacement at Water Treatment Plant; \$15,000 for asphalt repairs related to water system repairs.

 - Motion - Read by Title Only (Optional)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

12. MEETING SCHEDULE

- A. Monday, April 27 - Regular Meeting, 7:00 PM
- B. Monday, May 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM
- C. Tuesday, May 26 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
March 23, 2020**

Council-Manager Briefing

A. No Briefing.

Business Meeting Call to Order

Mayor Miller called the Regular Meeting to order at 7:15 PM.

Prayer/Pledge of Allegiance

Councilmember Woeste led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

None.

Special Presentations and Citizen Comments

None.

Public Hearing(s)

None.

Minutes Acceptance: Minutes of Mar 23, 2020 7:00 PM (Approval of Minutes)

Approval of Minutes

The Regular Meeting Minutes of March 9, 2020 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

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

Development Services Committee

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

Parks, Recreation and Environment Committee

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

Ordinance to authorize the City Manager to enter into a three (3) year contract with Rozzi, Inc. for the production of the annual Red, White and Kaboom event.

Recommendation:

This ordinance authorizes the City Manager to execute a Professional Services Contract with Rozzi's Famous Fireworks. The contract is evaluated every three years and pertains to the City's fireworks display for the annual "Red, White and Kaboom" event that is held on July 3rd.

Councilmember Besl presented the second reading of this ordinance.

RESULT:	SECOND READING	Next: 4/13/2020 7:00 PM
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Public Safety Committee

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

Public Works Committee

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

Public Utilities Committee

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

Finance & Budget Committee

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

NEW BUSINESS

Community & Public Relations Committee

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

Minutes Acceptance: Minutes of Mar 23, 2020 7:00 PM (Approval of Minutes)

Simple Motion: Motion to approve the following nominations to the Charter Review Commission: Mark Wilhelm, 1st Ward (by Councilmember Leslie Besl) Edward Swain, 2nd Ward (by Councilmember Dale Paullus) Teresa Durbin, 3rd Ward (by Councilmember Terry Senger) Donna Canaan, 4th Ward (by Councilmember Tim Abbott) Brad Vanoss, At-Large (by Councilmember Mark Scharringhausen) Ken Fields, At-Large (by Councilmember Chad Oberson) Tom Montgomery, At-Large (by Councilmember Bill Woeste)

Recommendation:

It is recommended that City Council, via simple motion, appoint the following residents to serve on the Charter Review Commission:

Mark Wilhelm, 1st Ward (by Councilmember Leslie Besl)
Edward Swain, 2nd Ward (by Councilmember Dale Paullus)
Teresa Durbin, 3rd Ward (by Councilmember Terry Senger)
Donna Canaan, 4th Ward (by Councilmember Tim Abbott)
Brad Vanoss, At-Large (by Councilmember Mark Scharringhausen)
Ken Fields, At-Large (by Councilmember Chad Oberson)
Tom Montgomery, At-Large (by Councilmember Bill Woeste)

SIMPLE MOTION NO. 7-20. APPROVED 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Tim Abbott, Council Member, 4th Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Public Safety Committee

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Las Palmas Supermercado LLC, 10 Donald Drive, Fairfield, OH 45014 (Permit Class C1).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Las Palmas Supermercado LLC, 10 Donald Drive, Fairfield, OH 45014 (Permit Class C1).

SIMPLE MOTION NO. 8-20. APPROVED 7-0.

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

Motion to Read by Title Only

Motion to read one ordinance by title only.

Minutes Acceptance: Minutes of Mar 23, 2020 7:00 PM (Approval of Minutes)

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

Motion to Suspend Second and Third Readings

Councilmember Scharringhausen presented the first reading of this ordinance.

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

Ordinance declaring a State of Emergency in the City of Fairfield, Ohio due to the Coronavirus disease outbreak.

Recommendation:

It is recommended that Council adopt an ordinance declaring a State of Emergency.

ORDINANCE NO. 19-20. APPROVED 7-0.

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

Public Works Committee

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

Motion to Read by Title Only

Motion to read two ordinances by title only.

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

Ordinance to authorize the City Manager to enter into a contract with John R. Jurgensen Company for the 2020 Asphalt Paving and Resurfacing Project.

Recommendation:

The staff recommends that City Council authorize the City Manager to enter into a contract with the John R. Jurgensen Company for the 2020 Asphalt Paving and Resurfacing Project at the unit prices indicated.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$2,210,000.00 from the funds listed in the financial impact section for this project.

Councilmember Oberson presented the first reading of this ordinance.

RESULT: **FIRST READING** **Next: 4/13/2020 7:00 PM**

Ordinance to authorize the City Manager to enter into a contract with Hendy, Inc. for the Proposed Sidewalk along Route 4 from north of Magie Avenue to north of Symmes.

Recommendation:

It is recommended that funding be appropriated in the amount of \$68,000.00 (\$60,397.00 base bid plus a contingency of \$7,603.00). Funding will be \$61,125.00 from the Community Development Block Grant and \$6,875.00 from the Street Fund for the proposed sidewalk project. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a construction contract with Hendy for this project.

Councilmember Oberson presented the first reading of this ordinance.

RESULT: **FIRST READING** **Next: 4/13/2020 7:00 PM**

Finance & Budget Committee

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

Motion to Read by Title Only

Motion to read three ordinances by title only.

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

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 25-19 and all amendments thereto and declaring an emergency.

This is the annual ordinance to establish positions and salary ranges. It does not provide pay increases to individual staff members. City Manager Wendling recommended a freeze on unclassified salary increases until the COVID-19 pandemic is passed.

ORDINANCE NO. 20-20. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Mar 23, 2020 7:00 PM (Approval of Minutes)

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

Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020.”

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. 21-20. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020.”

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. 22-20. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tim Abbott, Council Member, 4th Ward
SECONDER:	Dale Paullus, Councilmember, 2nd Ward
AYES:	Scharringhausen, Oberson, Woeste, Besl, Paullus, Senger, Abbott

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, April 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, April 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, May 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

None.

14. ADJOURNMENT

The Regular Meeting adjourned at 7:15 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

Minutes Acceptance: Minutes of Mar 23, 2020 7:00 PM (Approval of Minutes)



City Council Ordinance
Regular Meeting - April 13, 2020

Submitted by: Tiphonie Howard,
 Submitting Department: Parks

Subject:

Rozzi's Famous Fireworks Professional Services Agreement

Legislation Title:

Ordinance to authorize the City Manager to enter into a three (3) year contract with Rozzi, Inc. for the production of the annual Red, White and Kaboom event.

Recommendation:

This ordinance authorizes the City Manager to execute a Professional Services Contract with Rozzi's Famous Fireworks. The contract is evaluated every three years and pertains to the City's fireworks display for the annual "Red, White and Kaboom" event that is held on July 3rd.

BACKGROUND/SYNOPSIS: Rozzi's Famous Fireworks has been the professional supplier and architect of the annual "Red, White and Kaboom" fireworks display since 2008. This professional services agreement has been in place for the last 12 years, in which a familiarity and relationship has been formed between the City event planners and Rozzi's. When planning a fireworks display, the utmost precision to detail in regard to safety and design of the display is paramount. As such, the staff working with Rozzi's has built the trust and relationship over the years in order to meet this need.

FINANCIAL IMPACT: The proposed agreement would compensate Rozzi's in an amount not to exceed \$49,000 per annum for a period of three consecutive calendar years 2020, 2021 and 2022.

EMERGENCY PROVISION EXPLANATION: N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 2020-03-05 Firework Display Agreement
2. Rozzi-Ord

FIREWORKS DISPLAY AGREEMENT

This Fireworks Display Agreement ("Agreement") is made as of the ____ day of _____, 2020 between The Rozzi Company, Inc. d.b.a. Rozzi, Inc. ("Rozzi") an Ohio Corporation licensed to do business in Ohio having its principal office at 118 Karl Brown Way, Loveland, Ohio 45140 and The City of Fairfield, Ohio ("City") having its offices at 5350 Pleasant Ave. Fairfield, Ohio 45011.

Whereas, Rozzi is a for-profit corporation organized and validly existing under the laws of Ohio.

Whereas, City is a municipality organized and validly existing under the laws of Ohio.

Whereas, City desires to engage Rozzi's services and Contractor desires to provide such services to City.

Therefore, in consideration of the matters described above, and the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

1. Term & Location.

This Agreement shall cover a term including the firework display to take place on July 3, 2020 ("Event Date") at Harbin Park in Fairfield, Ohio (Event Site). Thereafter, City shall have the option to renew this agreement for subsequent firework displays to be held on July 3, 2021 and July 3, 2022 under the same terms and conditions set forth herein. If the event has to be cancelled due to inclement weather conditions, the parties shall mutually agree upon a new date.

2. Rozzi's Responsibilities.

2.1. Fireworks Display. Rozzi shall be responsible for the set-up, teardown, choreography, cleanup and execution of a fireworks display in conformance with NFPA 1123-2006 ("NFPA") and applicable federal, state, and local laws, regulations, codes, and ordinances. Rozzi shall furnish all supplies materials, machinery, and equipment, and staff, except as otherwise provided in this Agreement, necessary to satisfy their obligations under this Agreement. Rozzi shall provide such services in a good workmanlike manner. Rozzi shall provide properly trained and experienced staff to furnish its services. Rozzi shall be responsible for all costs incurred in satisfying their obligations under this Agreement.

2.2. Permits. Rozzi shall obtain all necessary permits and licenses required by law.

2.3. Insurance. Rozzi shall purchase and maintain public liability and property damage insurance covering the Fireworks Display only (and not the entire Event) in the amount of Ten Million Dollars (\$10,000,000.00) and provide Sponsor with a certificate of insurance showing the amount of insurance in force and naming Rozzi as its insured and Sponsor as an additional insured and naming as additional insureds such other parties associated with the Event as Sponsor may reasonably request, and which are approved by Rozzi's insurer. Any additional premium associated with adding parties other than the Sponsor as additional insureds shall be added to the Contract Sum as an Additional Charge (as defined below).

3. City's Responsibilities.

City shall provide an appropriate site and adequate space ("Display Area") for Rozzi to provide their services as required by NFPA Table of Distances. City shall provide proper signage, crowd control, fencing, roping, police and security to prevent access of unauthorized persons to the Display Area. City shall provide standby firefighting services. City shall otherwise comply with NFPA. City shall satisfy all its

obligations in accordance with common industry practice, and shall be responsible for the costs incurred in satisfying their obligations under this agreement.

4. Compensation.

In considerations for the services rendered under this contract, City shall pay Rozzi \$49,000.00 ("Fee") for each firework display furnished under this agreement, payable within 14 days of the Event Date. City shall pay a deposit of \$9,800.00 (20% of total Fee) to Rozzi no later than March 15, 2020. The 20% deposit shall be applied against the Fee.

5. Cancellation.

5.1. Cancellation for Safety Considerations. If the fireworks display is cancelled due to inclement weather conditions presenting undue safety risks, Rozzi's failure to perform shall not constitute a breach of this Agreement. Any decision to cancel the fireworks display due to inclement weather shall be made by agreement between Rozzi and City in consultation with proper authority and regulations. The parties shall make reasonable efforts to reschedule the fireworks display. If a reschedule date cannot be agreed to, City agrees to pay an additional \$9,800.00 (20% of total Fee) in addition to the deposit in satisfaction of its obligations hereunder ("Cancellation Fee").

5.2. Force Majeure. In the event of fire, accident, strike, delays, acts of God or other causes beyond the reasonable control of Rozzi, other than Safety Considerations, that would prevent it from performing the Fireworks Display, City hereby releases Rozzi from any and all performance obligations herein contained, and Rozzi releases City from any and all obligations under this Agreement, including payment of the Fee. In the event of such occurrence, the parties will make reasonable efforts to reschedule the Fireworks Display. If a reschedule date cannot be agreed upon, Rozzi shall retain the deposit and no other amount shall be due.

6. Indemnification by Rozzi.

Rozzi shall indemnify and hold City harmless from, for and against any and all claims, losses, damages and costs including reasonable attorney fees (collectively, "Losses") arising out of or relating to the Fireworks Display, provided that any such loss is attributable to bodily injury or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omission of Rozzi or its subcontractors, agents or employees.

7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other or further written or oral understandings or agreements with respect to such services. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Rozzi and City. This Agreement supersedes all other agreements between the parties for the provision of services outlined in this Agreement.

7.2. Independent Contractor Relationship. The parties agree that an independent contractor relationship is established under the terms and conditions of this Agreement. The parties further agree that employees of Contractor are shall not be deemed to be employees of City and that employees of City shall not be deemed to be employees of Contractor.

- 7.3. Assignment. Neither Contractor nor City may assign or transfer this Agreement or any part of this Agreement without the express, written consent of the other party.
- 7.4. Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and give personally, by certified mail, or by nationally recognized commercial courier service. All notices are effective upon date of receipt.
- 7.5. Severability. Any provision of this Agreement held to be void or unenforceable under any applicable laws or regulations not effect the remaining provisions of the agreement, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.6. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall It affect the enforceability of said provision or the Agreement.
- 7.7. Headings. All headings and subheadings of this Agreement are for convenience purposes, and shall not be construed to have any other effect.

IN WITNESS WHEREOF, the parties being duly authorized corporate officers or representatives have executed this agreement on the ____ day of _____, 2020.

The Rozzi Company, Inc.

The City of Fairfield, Ohio

Nancy M. Rozzi, President.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO
A THREE (3) YEAR CONTRACT WITH ROZZI, INC. FOR THE
PRODUCTION OF THE ANNUAL RED, WHITE AND KABOOM EVENT.

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 three (3) year contract with Rozzi, Inc. for the production of the annual Red, White & Kaboom event in accordance with the agreement on file in the office of the City Manager. This contract is authorized without competitive bidding due to the professional nature of the services provided.

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\2020\Rozzi-Ord

Attachment: Rozzi-Ord (1459 : Rozzi's Famous Fireworks Professional Services Agreement)



City Council Ordinance Regular Meeting - April 13, 2020

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:

2020 Asphalt Paving and Resurfacing Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with John R. Jurgensen Company for the 2020 Asphalt Paving and Resurfacing Project.

Recommendation:

The staff recommends that City Council authorize the City Manager to enter into a contract with the John R. Jurgensen Company for the 2020 Asphalt Paving and Resurfacing Project at the unit prices indicated.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$2,210,000.00 from the funds listed in the financial impact section for this project.

Background/Synopsis:

The asphalt resurfacing work includes paving on all or portions of Hunter Road, Quality Boulevard, Osborne Drive, Damon Court, Ricky Drive, Ricky Court, Leslie Drive, Judy Drive, Crestview Avenue, Polo Woods Court, Polo Springs Court, Joyce Park Drive, Sunrise Court, McCormick Lane, Symmes Road, Doris Jane Avenue, Denison Drive, Monastery Drive, Gregorian Drive, Trappist Walk Court, Saint Thomas Court, Abbot Drive, Commercial Drive, Cherryhill Drive, Rosewood Place, Cedarwood Drive, Hazelwood Drive, Hazelwood Court, Chateau Way, Burgundy Place, Bordeaux Way, Travelle Terrace, Gamay Lane, Dubonnet Drive, Michael Lane, Donald Drive, Millers Run Court, Remington Court, Innsbrooke Lane, Wyngate Court, Lancaster Drive, Loren Lane, Charleton Court, Westbourne Court, Ivy Lane, Leila Lane, and Seward Road (see attached schematic).

The alternate work will include the addition of fiber reinforcement to the pavement being used on select roads in industrial areas.

City Council has historically approved funding for an annual street paving program for work done in conjunction with the Concrete Curb Replacement Program. The Public Works Department has developed a program for budgeting and scheduling needed overlays of streets in relation to several factors including deterioration, age, ride-ability, etc.

Public Works advertised this project and bids were opened on March 2, 2020 for the 2020 Asphalt Paving and Resurfacing Project. Four (4) bids were received. The complete bid results are

attached.

The lowest and best bidder is the John R. Jurgensen Co of Cincinnati, Ohio.

Financial Impact:

The financial impact of the project is the requested funding of \$2,210,000.00 (\$2,048,343.27 base bid, an alternate addition of \$29,496.00, and a contingency of \$132,160.73) from the multiple funds.

\$2,000,000.00 from the Street Improvement Fund under OPW06.

\$28,000.00 from the Street Improvement Fund under OPW30.

\$62,000.00 from the Street Improvement Fund under OPW30.

\$120,000.00 from the Water Surplus Fund under OWT14.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

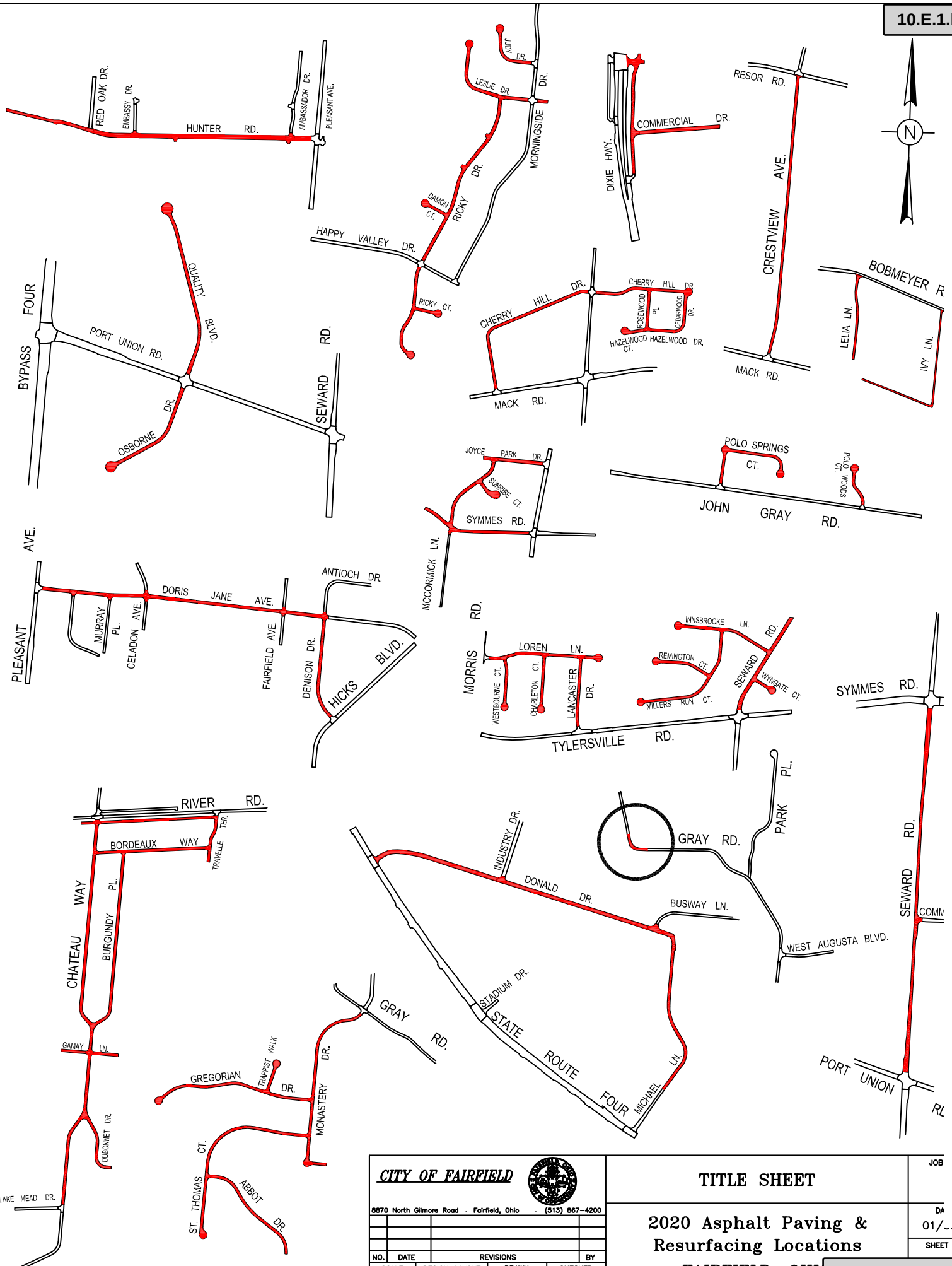
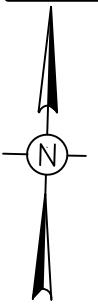
1. 2020 Asphalt Resurfacing Project - Bid Results
2. 2020 Overlay Map
3. John R Jurgensen Company-Ord

City of Fairfield
 Bid Tabulation for "2020 Asphalt Resurfacing Project"
 Bid Opening: March 2, 2020
 Engineer's Estimate: \$1,962,599.35

BIDDER (Name/Address/Phone)											
			Mt Pleasant Blacktopping 3199 Production Dr Fairfield, OH 45014 513-874-3777		Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005 513-422-4662		John R Jurgensen Co 11641 Mosteller Rd Cincinnati, OH 45241 513-771-0820		Rack & Ballauer Excavating Co Inc 11321 Paddys Run Rd Hamilton, OH 45013 513-738-7000		
ODOT Item #	Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
254	Full Width Street Planing: 1-1/2" (typical depth of cut)	207,094	Sq Yds.	\$ 1.35	\$ 279,576.90	\$ 1.93	\$ 399,691.42	\$ 1.70	\$ 352,059.80	\$ 1.85	\$ 383,123.90
254	Partial Width Street Planing: 1-1/2" (Ivy and Leila Only) 4 foot min. width	500	Sq Yds.	\$ 1.35	\$ 675.00	\$ 5.00	\$ 2,500.00	\$ 5.00	\$ 2,500.00	\$ 9.00	\$ 4,500.00
441	Asphalt Surface Course, Type 1, PG 64-22 (448)	15,120	Tons	\$ 81.75	\$ 1,236,060.00	\$ 75.00	\$ 1,134,000.00	\$ 71.50	\$ 1,081,080.00	\$ 79.50	\$ 1,202,040.00
442	Asphalt Surface Course, 12.5 mm Type A, PG 70-22 (448)	2,740	Tons	\$ 91.75	\$ 251,395.00	\$ 81.00	\$ 221,940.00	\$ 80.00	\$ 219,200.00	\$ 93.50	\$ 256,190.00
301	Asphalt Concrete Base PG 64-22	200	Tons	\$ 64.75	\$ 12,950.00	\$ 60.00	\$ 12,000.00	\$ 72.00	\$ 14,400.00	\$ 72.00	\$ 14,400.00
448	Asphalt Intermediate Course Type 1, PG 64-22 (Ivy)	150	Tons	\$ 79.75	\$ 11,962.50	\$ 78.00	\$ 11,700.00	\$ 75.00	\$ 11,250.00	\$ 80.00	\$ 12,000.00
611	Adjustment of Manholes to grade, as per plan	130	Each	\$ 175.00	\$ 22,750.00	\$ 750.00	\$ 97,500.00	\$ 450.00	\$ 58,500.00	\$ 450.00	\$ 58,500.00
638	Adjustment of Valve Boxes to grade	42	Each	\$ 175.00	\$ 7,350.00	\$ 600.00	\$ 25,200.00	\$ 350.00	\$ 14,700.00	\$ 325.00	\$ 13,650.00
SPEC	Asphalt Rejuvenating Agent	135,876	Sq Yds.	\$ 0.95	\$ 129,082.20	\$ 0.94	\$ 127,723.44	\$ 0.92	\$ 125,005.92	\$ 0.94	\$ 127,723.44
253	Full Depth Asphalt Repairs (Ivy and Leila)	733	Sq Yds.	\$ 40.00	\$ 29,320.00	\$ 66.00	\$ 48,378.00	\$ 72.00	\$ 52,776.00	\$ 57.50	\$ 42,147.50
253	Full Depth Asphalt Repairs	1,000	Sq Yds.	\$ 40.00	\$ 40,000.00	\$ 75.00	\$ 75,000.00	\$ 72.00	\$ 72,000.00	\$ 62.50	\$ 62,500.00
644	Center Line (Double Yellow)	1.89	Mile	\$ 4,300.00	\$ 8,127.00	\$ 4,100.00	\$ 7,749.00	\$ 4,100.00	\$ 7,749.00	\$ 4,100.00	\$ 7,749.00
644	Center Line (Broken & Solid)	1.01	Mile	\$ 4,300.00	\$ 4,343.00	\$ 2,875.00	\$ 2,903.75	\$ 2,900.00	\$ 2,929.00	\$ 2,875.00	\$ 2,903.75
644	Channel Line (8")	1,186	Feet	\$ 1.50	\$ 1,779.00	\$ 1.70	\$ 2,016.20	\$ 1.75	\$ 2,075.50	\$ 1.70	\$ 2,016.20
644	Arrow	25	Each	\$ 80.00	\$ 2,000.00	\$ 100.00	\$ 2,500.00	\$ 102.00	\$ 2,550.00	\$ 100.00	\$ 2,500.00
644	Combination Arrow	3	Each	\$ 120.00	\$ 360.00	\$ 150.00	\$ 450.00	\$ 175.00	\$ 525.00	\$ 150.00	\$ 450.00
644	School Legend	2	Each	\$ 550.00	\$ 1,100.00	\$ 400.00	\$ 800.00	\$ 440.00	\$ 880.00	\$ 400.00	\$ 800.00
644	Railroad Crossing Legend	2	Each	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00
644	Stop Bar (24")	327	Feet	\$ 5.00	\$ 1,635.00	\$ 5.25	\$ 1,716.75	\$ 5.35	\$ 1,749.45	\$ 5.25	\$ 1,716.75
644	Crosswalk Line (12")	164	Feet	\$ 10.00	\$ 1,640.00	\$ 3.25	\$ 533.00	\$ 4.00	\$ 656.00	\$ 3.25	\$ 533.00
644	Edge Line (4" White)	1.54	Mile	\$ 2,200.00	\$ 3,388.00	\$ 2,535.00	\$ 3,903.90	\$ 2,550.00	\$ 3,927.00	\$ 2,535.00	\$ 3,903.90
614	Work Zone Center Line (Double Yellow), Class III, 642 Paint	4.20	Mile	\$ 2,485.00	\$ 10,437.00	\$ 1,145.00	\$ 4,809.00	\$ 1,150.00	\$ 4,830.00	\$ 1,145.00	\$ 4,809.00
614	Work Zone Center Line (Broken & Solid), Class III, 642 Paint	2.02	Mile	\$ 2,485.00	\$ 5,019.70	\$ 1,020.00	\$ 2,060.40	\$ 1,050.00	\$ 2,121.00	\$ 1,020.00	\$ 2,060.40
614	Work Zone Channelizing Line, Class III, 642 Paint	1,872	Feet	\$ 1.40	\$ 2,620.80	\$ 0.50	\$ 936.00	\$ 0.55	\$ 1,029.60	\$ 0.50	\$ 936.00
621	RPM	275	Each	\$ 28.00	\$ 7,700.00	\$ 27.45	\$ 7,548.75	\$ 28.00	\$ 7,700.00	\$ 27.45	\$ 7,548.75
621	RPM Removed	425	Each	\$ 3.00	\$ 1,275.00	\$ 5.00	\$ 2,125.00	\$ 8.00	\$ 3,400.00	\$ 12.50	\$ 5,312.50
609	Asphalt Curb (Hunter Road)	70	Feet	\$ 35.00	\$ 2,450.00	\$ 50.00	\$ 3,500.00	\$ 25.00	\$ 1,750.00	\$ 25.00	\$ 1,750.00
Total Base Bid Amount					\$ 2,075,596.10		\$ 2,200,084.61		\$ 2,048,343.27		\$ 2,222,664.09

SPEC	<u>Additional Cost to Add Fiber Reinforcement:</u> Asphalt Surface Course, 12.5 mm Type A, PG 70-22 (448) - Fiber Reinforcement for Asphalt Concrete, As Per Plan (Alternate 1)	2,458	Tons	\$ 12.00	\$ 29,496.00	\$ 12.00	\$ 29,496.00	\$ 92.00	\$ 226,136.00	\$ 20.00	\$ 49,160.00
Total Alternate #1					\$ 29,496.00		\$ 29,496.00		\$ 226,136.00		\$ 49,160.00

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



Attachment: 2020 Overlay Map (1464 : 2020 Asphalt Paving and Resurfacing Project)

CITY OF FAIRFIELD
8870 North Gilmore Road · Fairfield, Ohio (513) 867-4200



NO.	DATE	REVISIONS	BY

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

TITLE SHEET		JOB
2020 Asphalt Paving & Resurfacing Locations FAIRFIELD, OHIO		DA
		01/11/20
		SHEET NO.

Packet Pg. 20

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE 2020
ASPHALT PAVING AND RESURFACING PROJECT.

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 John R. Jurgensen Company for the 2020 Asphalt Paving and Resurfacing Project in accordance with the bid on file in the office of the City Manager.

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

Passed _____

Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2019\John R Jurgensen Company-Ord

Attachment: John R Jurgensen Company-Ord (1464 : 2020 Asphalt Paving and Resurfacing Project)



City Council Ordinance Regular Meeting - April 13, 2020

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:

Proposed Sidewalk along Route 4

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Hendy , Inc. for the Proposed Sidewalk along Route 4 from north of Magie Avenue to north of Symmes.

Recommendation:

It is recommended that funding be appropriated in the amount of \$68,000.00 (\$60,397.00 base bid plus a contingency of \$7,603.00). Funding will be \$61,125.00 from the Community Development Block Grant and \$6,875.00 from the Street Fund for the proposed sidewalk project. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a construction contract with Hendy for this project.

Background/Synopsis:

There is intermittent sidewalk along Route 4 between Magie Avenue and the Hamilton corporation limit to the north. Many of the gaps have been filled over the last few years. This project will provide a sidewalk in compliance with current American with Disabilities Act (ADA) regulations. The path will be continuous from Hicks Boulevard to Symmes on the east side of the road and continuous from Winton Road to beyond the Hamilton corporation limit on the west side of the road.

The City has been working to comply with the ADA regulation of putting in compliant sidewalk and curb ramps whenever practical and with new construction projects. This project falls within an area eligible for Community Development Block Grant funding which will provide the majority of the funding needed to complete a continuous paved path within this section of Route 4.

A public bid opening was held on March 9, 2020. Four (4) bids were received, opened and publicly read. The lowest and best complete bid was Hendy Inc. of Cleves, Ohio. The bid results are attached.

Financial Impact:

\$68,000.00 (\$60,397.00 base bid plus a contingency of \$7,603.00).

\$61,125.00 from CDBG funding in 0PW29.

\$6,875.00 from Street funding in 0PW29.

Emergency Provision Explanation:

None requested.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 2020 Route 4 Sidewalk - Symmes Vicinity - Bid Results
2. 2020 CDBG Route 4 Sidewalk Gap Filling
3. Hendy-Ord

City of Fairfield

Bid Tabulation for "2020 Route 4 Sidewalk Improvements - Symmes Road Vicinity

Bid Opening: March 9, 2020

Engineer's Estimate: \$68,945.00

				BIDDER (Name/Address/Phone)							
				Hendy Inc 7968 Wesselman Road Clevs, OH 45002 513-353-4400		Ford Development Corp 11148 Woodward Lane Cincinnati, OH 45241 513-772-1521		Jackson Construction Inc 5245 Thomas Road Trenton, OH 45067 513-988-9629		WG Stang 2403 Jacksonburg Road Hamilton, OH 45011 513-863-6924	
Item	Description	Quan.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
201	Clearing and Grubbing	1	Lump	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
202	Walk Removed	140	SF	\$ 2.00	\$ 280.00	\$ 5.00	\$ 700.00	\$ 5.00	\$ 700.00	\$ 10.00	\$ 1,400.00
202	Curb Removed	84	Ft	\$ 6.00	\$ 504.00	\$ 20.00	\$ 1,680.00	\$ 15.00	\$ 1,260.00	\$ 40.00	\$ 3,360.00
304	Aggregate Base	59	Tons	\$ 40.00	\$ 2,360.00	\$ 20.00	\$ 1,180.00	\$ 45.00	\$ 2,655.00	\$ 20.00	\$ 1,180.00
608	4" Concrete Walk	3,203	SF	\$ 11.00	\$ 35,233.00	\$ 16.00	\$ 51,248.00	\$ 10.30	\$ 32,990.90	\$ 10.00	\$ 32,030.00
608	4" Concrete Walk, As Per Plan	173	SF	\$ 10.00	\$ 1,730.00	\$ 16.00	\$ 2,768.00	\$ 15.40	\$ 2,664.20	\$ 10.00	\$ 1,730.00
609	Curb, Type 6	50	Ft	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00	\$ 52.50	\$ 2,625.00	\$ 45.00	\$ 2,250.00
609	Curb and Gutter, Type 2	10	Ft	\$ 60.00	\$ 600.00	\$ 40.00	\$ 400.00	\$ 48.00	\$ 480.00	\$ 50.00	\$ 500.00
609	Curb and Gutter, Roll Type	24	Ft	\$ 60.00	\$ 1,440.00	\$ 40.00	\$ 960.00	\$ 52.50	\$ 1,260.00	\$ 50.00	\$ 1,200.00
609	Modified Type 6 "Lawn" Curb, As Per Plan, If Needed	20.00	Ft	\$ 25.00	\$ 500.00	\$ 35.00	\$ 700.00	\$ 48.00	\$ 960.00	\$ 45.00	\$ 900.00
611	8" PVC Pipe, As Per Plan	15.00	Ft	\$ 50.00	\$ 750.00	\$ 25.00	\$ 375.00	\$ 120.00	\$ 1,800.00	\$ 15.00	\$ 225.00
614	Maintaining Traffic	1	Lump	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
623	Construction Layout Stakes	1	Lump	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00
624	Mobilization	1	Lump	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
Total Base Bid Amount				\$ 60,397.00		\$ 72,011.00		\$ 70,595.10		\$ 64,775.00	

These bids will be reviewed by the Public Works Department, and a recommendation will be made to Council.

There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest.

Attachment: 2020 Route 4 Sidewalk - Symmes Vicinity - Bid Results (1467 : Proposed Sidewalk along

Valley Thrift

Route 4

Symmnes Road

Wendys



Route 4 Sidewalk - Symmnes Vicinity

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH HENDY, INC. FOR THE PROPOSED SIDEWALK
ALONG ROUTE 4 FROM NORTH OF MAGIE AVENUE AND NORTH OF
SYMMES.

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 Hendy, Inc. for the proposed sidewalk along Route 4 from North of Magie Avenue and north of Symmes in accordance with the bid on file in the office of the City Manager.

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

Passed _____

Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2020\Hendy-Ord

Attachment: Hendy-Ord (1467 : Proposed Sidewalk along Route 4)



City Council Action Item
Regular Meeting - April 13, 2020

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Minnicks Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Multinicks, Inc. dba Minnicks Drive Thru, 1729 Happy Valley Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Multinicks, Inc. dba Minnicks Drive Thru, 1729 Happy Valley Drive, Fairfield, OH 45014 (Permit Class C1 & C2).

Background/Synopsis: The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 & C2 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. Minnicks.LiquorReport
2. Minnicks.DevSrvReport
3. Minnicks.PDReport

DEPARTMENTAL CORRESPONDENCE



City
of
Fairfield

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

FROM Alisha Wilson, Clerk of Council *[Signature]*

SUBJECT Request for Background Check – Liquor Permit

DATE 3/17/2020

Attached is a liquor permit application in the name of Multinicks Inc., dba Minnicks Drive Thru, 1729 Happy Valley Drive, Fairfield, OH 45014 (Permit Classes: C1 & C2).

Please complete the necessary background check and submit your findings to me no later than 11:00 AM on Monday, April 6, 2020.

This item will be added to Council's Regular Meeting agenda of Monday, April 13, 2020.

Thank you for your assistance.

c: Mark Wendling, City Manager

~~File~~

Attachment: Minnicks.LiquorReport (1487 : Minnicks Liquor Permit)

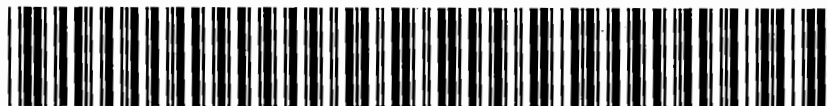
NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

62288940080			TRFO	MULTINICKS INC DBAMINNICKS DRIVE THRU 1729 HAPPY VALLEY DR FAIRFIELD OHIO 45014
PERMIT NUMBER			TYPE	
06	01	2019		
ISSUE DATE				
03	09	2020		
FILING DATE				
C1 C2			PERMIT CLASSES	
09	011	A	F23830	
TAX DISTRICT		RECEIPT NO.		

FROM 03/11/2020

7346689				PREMIUM DRIVE THRU INC DBA FAIRFIELD PREMIUM DRIVE THRU 1729 HAPPY VALLEY DR FAIRFIELD OHIO 45014
PERMIT NUMBER			TYPE	
06	01	2019		
ISSUE DATE				
03	09	2020		
FILING DATE				
C1 C2			PERMIT CLASSES	
09	011			
TAX DISTRICT		RECEIPT NO.		



MAILED 03/11/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN.

04/13/2020

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A TRFO 6228894-0080

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

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

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

6228894

Permit Name / DBA**Member / Officer Name**[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 6228894; Name: MULTINICKS INC; DBA: ; Address: 1808 GRAND BLVD HAMILTON 45011		
FRED MINNICK	25.00	VICE PRES.
RALPH J MINNICK	75.00	PRESIDENT

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Attachment: Minnicks.LiquorReport (1487 : Minnicks Liquor Permit)

**DEPARTMENTAL
CORRESPONDENCE****City
of
Fairfield**

TO Alisha Wilson, Clerk of Council

FROM Greg Kathman, Development Services Director *CK*

SUBJECT Liquor Permit Application

DATE 3/17/2020

The business at 1729 Happy Valley Dr. in the name of Multinicks Inc., and doing business as Minnicks Drive Thru is in the C-2, Central Business District. A drive-thru facility is a conditional use within the C-2 zoning district. A conditional use approval was granted to allow the property to be used as a drive-thru facility in September 2000. The consumption of alcohol on-site would require an additional conditional use approval from the Planning Commission.

Attachment: Minnicks.DevSrvReport (1487 : Minnicks Liquor Permit)



NAME OF ESTABLISHMENT Multinicks Inc.

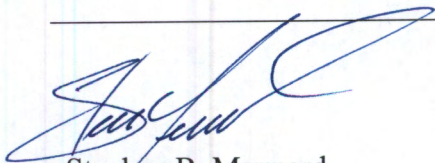
ADDRESS DBA Minnicks Drive Thru

1729 Happy Valley Drive

Fairfield, OH 45014

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

REMARKS:



Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: March 31, 2020

Attachment: Minnicks.PDReport (1487 : Minnicks Liquor Permit)



City Council Ordinance Regular Meeting - April 13, 2020

Submitted by: Scott Timmer, Director of Finance
Submitting Department: Finance

Subject:

\$5.3 Million BAN Renewal

Legislation Title:

Ordinance authorizing the issuance of not to exceed \$5,300,000 of various purpose bond anticipation notes, series 2019, 2020 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 not to exceed \$5,300,000 of various purpose bond anticipation notes (BANs). This is a renewal of the 2017 and 2019 notes for the Water and Waste Water System Improvements.

It is recommended that Council authorize and direct the preparation of legislation to issue \$6 million in Various Purpose Bond Anticipation Notes. It is estimated that rate of interest will be in the range of 1 to 2.5%. 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 in May, 2020.

Background/Synopsis:

In 2017, the City issued \$5 million in BANs for the Water and Waste Water System Improvements. The City will be paying \$500,000 towards the initial BAN and renewing the remaining \$3.5 million. The Water System Improvements were for the Route 4 water main replacement and the Waste Water System Improvements were for replacement of the motor control center at the Sewer Plant.

In 2019, the City issued \$2 million in BANs for three major distribution system improvements for the Public Utilities Department. The City will be paying \$200,000 towards this BAN and renewing the remaining \$1.8 million. The water main replacement and improvements at Donald Drive, Mack Road, and Ross Road and Seward Road were funded by this issuance.

Financial Impact:

Issuing of the \$5.3 million Various Purpose Bond Anticipation Notes (BANs) is a renewal of the Water and Waste Water Improvement projects specified in the 2017-2021 and 2019-2023 Capital Improvement Programs. The City anticipates the interest rate will be low due to our bond rating of Aa1. This short-term issuance will bring the City's nominal debt load of \$17.4 million

Emergency Provision Explanation:

Bond pricing date requirements.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. \$5.3M City of Fairfield Various Purpose BANS 2020 Renewal Legis_(16163552)_(2)

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, County of Butler, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$5,300,000 Various Purpose Bond Anticipation Notes, Series 2019, 2020 Renewal, dated the date of their issuance:

Mayor	_____
Finance Director	_____
City Manager	_____
Clerk of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Law Director	_____

	Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said City of Fairfield, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes.

Clerk of Council

Attachment: \$5.3M City of Fairfield Various Purpose BANS 2020 Renewal Legis_(16163552)_(2) (1485 : \$5.3 Million BAN Renewal)

**CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$5,300,000 of bonds, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; and (ii) making improvements to the waste water system, including installing a new motor control system; and (iii) constructing improvements to the water system; and (iv) making improvements to the waste water system, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is forty (40) years, and the maximum maturity of notes issued in anticipation thereof is nineteen (19) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2020.

Finance Director

ORDINANCE NO.**ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,300,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, SERIES 2019, 2020 RENEWAL, BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.**

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as forty (40) years, and of notes issued in anticipation thereof as nineteen (19) years;

WHEREAS, the City has previously issued bond anticipation notes which are outstanding in the amount of \$6,000,000, which are about to mature and which should be renewed in a reduced amount of \$5,300,000;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield (hereinafter called the "City"), Butler County, Ohio:

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Fairfield, County of Butler, Ohio, in the principal amount of not to exceed \$5,300,000 bearing interest estimated at five per centum (5%) per annum and maturing over a period of forty (40) years, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; and (ii) making improvements to the waste water system, including installing a new motor control system; and (iii) constructing improvements to the water system; and (iv) making improvements to the waste water system.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$5,300,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed four percent (4%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the Certificate of Award, which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Various Purpose Bond Anticipation Notes, Series 2019, 2020 Renewal," and shall be payable at a bank or trust company designated by the Finance Director or City Manager and

the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the Original Purchaser delivers to the City a certificate acknowledging that the Original Purchaser will sell the notes to no more than 35 persons, each of whom the Original Purchaser reasonably believes (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (ii) is not purchasing for more than one account or with a view to distributing the notes.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 6. That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 7. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the notes in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 8. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the

issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Notes are hereby designated “tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code. The City does not anticipate issuing more than \$10,000,000 of “qualified tax-exempt obligations” during this calendar year.

SECTION 9. That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 10. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 11. The firm of Dinsmore & Shohl LLP is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter on file with the City.

SECTION 12. The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 13. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 15. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to provide for the orderly refinancing of the Project to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the "Charter").

SECTION 16. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED: _____, 2020.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2020.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. ____ was filed with the County Auditor of Butler County, Ohio, on _____, 2020.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2020.

County Auditor

The Council of the City of Fairfield, Ohio, met in regular session, at ____m., on the ____ day of _____, 2020, in Council Chambers, with the following members present:

There was presented and read to Council Ordinance No. ____, entitled:

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,300,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, SERIES 2019, 2020 RENEWAL, BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.

M _____ moved to suspend the rule requiring each ordinance or resolution to be read on three different days. M _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

M _____ then moved that Ordinance No. ____ be adopted. M____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____, 2020.

CERTIFICATE

The undersigned, Clerk of Council of said city, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said city, held on the ____ day of _____, 2020, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council



City Council Ordinance
Regular Meeting - April 13, 2020

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

Subject:

Classified and PT Wages

Legislation Title:

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 98-19 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council approve this Ordinance, suspending the rules and declaring an emergency to allow for the expeditious implementation of the new rates and allow the reorganization of the position described above.

Background/Synopsis:

Effective January 1, 2020, minimum wage in the State of Ohio increased from \$8.55 to \$8.70 per hour. The increase is reflected on this Ordinance.

The current labor agreement with Fraternal Order of Police (FOP), Lodge #166 provides for a 2.5 % wage increase for all members of the bargaining unit effective April 1, 2020.

The “Note” regarding the three-year reorganization in the Fire Department is being removed from this Ordinance as the Letter of Understanding (LOU) with the International Association of Firefighters (IAFF), Local 4010 expired effective 3/31/20, and all items in that LOU have been achieved.

Financial Impact:

Funding is provided under the auspices of the approved 2020 Operating Budget.

Emergency Provision Explanation:

The increase in minimum wage in Ohio took effect January 1, 2020 and the wages for the FOP were negotiated in 2019 to be effective April 1, 2020.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Hourly Ord eff 4-1-20

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY REMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 98.19 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 98.19 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 98-19 are shown in bold, with deletions in brackets.

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

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

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

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

A. Civil Service Commission

One (1) Clerk of Commission (PT)		12.00-22.00 per hour
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B. Special Appropriations

One (1) Clerk I		20.21-23.75 per hour
Two (2) Clerks (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

C. City Council

One (1) Clerk of Council (PT)		29,175-36,410 per annum
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Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		34.22-35.62 per hour
One (1) Heating Inspector*		34.22-35.62 per hour
One (1) Electrical Inspector*		34.22-35.62 per hour
One (1) Clerk II		24.45-25.98 per hour
One (1) Clerk I		20.21-23.75 per hour
Three (3) Zoning Inspector/Clerks		24.45-25.98 per hour
One (1) Zoning Inspector/Clerk (PT)	[8.55-18.63]	8.70-18.63 PER HOUR
One (1) Plans Reviewer (PT)	[8.55-37.07]	8.70-37.07 PER HOUR
One (1) Electrical Inspector (PT/TEMP)	[8.55-37.07]	8.70-37.07 PER HOUR

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

Attachment: Hourly Ord eff 4-1-20 [Revision 2] (1483 : Classified and PT Wages)

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

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		24.45-25.98 per hour
Four (4) Account Clerk I		20.21-23.75 per hour
Three (3) Clerk (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

B. Income Tax

One (1) Account Clerk II*		24.45-25.98 per hour
Four (4) Account Clerk I		20.21-23.75 per hour
One (1) Clerks (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

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

Ten (10) Sergeants	[43.40-46.86]	44.48-48.03 PER HOUR
Forty-Nine (49) Police Officers*	[26.97-41.66]	27.72-42.70 PER HOUR
Ten (10) Dispatchers **/****		22.77-26.53 per hour
Eight (8) Dispatchers (PT)		22.77-26.53 per hour
Four (4) Clerk II***		24.45-25.98 per hour
Four (4) Clerk I		20.21-23.75 per hour
One (1) Crime Prevention Coordinator (PT)		12.00-24.60 per hour
One (1) Animal Control Officer		20.71-24.27 per hour
One (1) Animal Control Officer (PT)		20.71-24.27 per hour
One (1) Park Ranger****		25.23-27.37 per hour
Five (5) Park Rangers (PT)		25.23-27.37 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

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

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

**** Appointed Dispatch Foreman will be paid \$31.83 per hour.

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

Three (3) Captains***		34.99-37.18 per hour
Six (6) Lieutenants**/*** (See note below)		31.44-34.41 per hour
Twenty-Three (23) Firefighter/Paramedics */** (See note below)		20.26-31.95 per hour
Three (3) Captains (PT)		12.00-21.56 per hour
One (1) Lieutenant (PT)		12.00-19.58 per hour
One (1) Training Coordinator (PT)		12.00-25.17 per hour
One (1) Asst. Training Coordinator (PT)	[8.55-19.58]	8.70-19.58 PER HOUR
Seventy-Five (75) Firefighter/EMT (PT)****		16.81-19.03 per hour
Two (2) Safety Inspectors (PT)		12.00-20.06 per hour
One (1) Clerk II		24.45-25.98 per hour

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

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

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

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

Note – The number of Fire personnel for these two (2) positions are per Letter of Understanding with IAFF effective 4/1/17 to 3/31/2020.

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

A. Construction Services

One (1) Clerk II		24.45-25.98 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Two (2) Sidewalk Inspectors (PT)	[8.55-18.53]	8.70-18.63 PER HOUR

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

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

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst		34.08-35.44 per hour
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C. Municipal Building Maintenance

One (1) Custodial Worker*		21.61-23.99 per hour
One (1) Maintenance Worker/Laborer**		22.83-31.76 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour

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

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

D. Division of Streets and Transportation

Twenty-Two (22) Maintenance Worker/Laborers **/**		22.83-31.76 per hour
Four (4) Laborers (Temp/PT)	[8.55-18.63]	8.70-18.63 PER HOUR
One (1) Clerk II		24.45-25.98 per hour

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

***Traffic Signal Technician appointed by management to receive an additional \$1.00 per hour.

E. Municipal Garage

Four (4) Mechanics*		24.23-30.11 per hour
One (1) Clerk II		24.45-25.98 per hour

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

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

A. Administration and Recreation

One (1) Clerk II**		24.45-25.98 per hour
One (1) Clerk I		20.21-23.75 per hour
Five (5) Clerks (PT)	[8.55-18.63]	8.70-18.63 PER HOUR
Six (6) Recreation Programmers (PT)	[8.55-21.42]	8.70-21.42 PER HOUR
One (1) Farmer's Market Supervisor (PT)	[8.55-21.42]	8.70-21.42 PER HOUR
Four (4) Facility Attendants (PT)	[8.55-18.63]	8.70-18.63 PER HOUR
Five (5) Cashiers (PT)	[8.55-18.63]	8.70-18.63 PER HOUR
Forty (40) Recreation Leaders (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		22.83-31.76 per hour
Sixteen (16) Laborers (Temp/PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)	[8.55-21.42]	8.70-21.42 PER HOUR
Eight (8) Cashiers (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)	[8.55-21.42]	8.70-21.42 PER HOUR
Two (2) Senior Lifeguards (Temp)	[8.55-18.63]	8.70-18.63 PER HOUR
Forty-Four (44) Lifeguards (Temp)	[8.55-18.63]	8.70-18.63 PER HOUR
Two (2) Cashiers (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		24.23-30.10 per hour
One (1) Greenskeeper*		28.18-30.80 per hour
Seventeen (17) Laborers (Temp/PT)	[8.55-18.63]	8.70-18.63 PER HOUR
Four (4) Pro Shop Supervisors (PT)	[8.55-21.42]	8.70-21.42 PER HOUR
Fifty (50) Cashiers (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

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

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

A. Wastewater Division

One (1) Clerk II		24.45-25.98 per hour
Two (2) Laboratory Technicians **** (55% of wages charged to Sewer Fund; 45% charged to Water Fund.)		23.89-34.91 per hour
One (1) Construction Inspector*		34.07-35.44 per hour
Sixteen (16) Operator/Maintenance Workers */***		24.19-33.79 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

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

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

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

B. Water Division

One (1) Clerk II		24.45-25.98 per hour
Three (3) Meter Readers**/**** (55% of wages charged to Water Fund; 45% charged to Sewer Fund.)		25.60-26.95 per hour
Fifteen (15) Operator/Maintenance Workers */****		24.23-33.09 per hour
One (1) Maintenance Electrician		27.46-32.92 per hour
Two (2) Laborers (PT)	[8.55-18.63]	8.70-18.63 PER HOUR

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

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

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

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

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

Twenty-Five (25) Employees (Temp or PT)	[8.55-18.63]	8.70-18.63 PER HOUR
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Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee

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

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

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Attachment: Hourly Ord eff 4-1-20 [Revision 2] (1483 : Classified and PT Wages)



City Council Ordinance
Regular Meeting - April 13, 2020

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

Subject:

Municipal Court Wages

Legislation Title:

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 104-19 and all amendments thereto and declaring an emergency.

Recommendation:

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

Background/Synopsis:

The two Civil Magistrates serve part-time in the Fairfield Municipal Court. These two positions conduct hearings, assist the Judge by hearing minor misdemeanor traffic violations, conduct arraignments on weekends and holidays and serve in the absence of the Judge. Three-fifths (3/5) of their salary is paid by the City of Fairfield and two-fifths (2/5) of their salary is paid by Butler County. This modification to salary range for the positions reflects increases made to their wages effective April 1, 2020.

Financial Impact:

Funding is provided under the auspices of the approved 2020 Operating Budget.

Emergency Provision Explanation:

The wages for the Magistrates are split between Butler County and Fairfield Municipal Court. Their new wage rates are effective April 1, 2020.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Court 2020

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN MUNICIPAL COURT EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN MUNICIPAL COURT EMPLOYEES TO REPEAL ORDINANCE NO. 104.19 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 104.19, and all other prior Ordinances inconsistent herewith, are hereby repealed.

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

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

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

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

A. Municipal Court

One (1) Municipal Judge*			**
One (1) Clerk of Courts/Court Administrator*		32,056-62,566 per annum	
One (1) Chief Probation Officer		53,426-104,276 per annum	
One (1) Secretary to the Judge		20.35-37.77 per hour	
Two (2) Chief Deputy Clerks		45,897-68,843 per annum	
Eleven (11) Deputy Clerks		19.57-25.19 per hour	
One (1) Imaging Clerk		19.57-23.01 per hour	
One (1) Bailiff*		22.13-27.30 per hour	
Three (3) Probation Officers		22.13-27.30 per hour	
Two (2) Civil Magistrates (PT)*	[30,100-35,000]	35,000-40,000 PER ANNUM	
Three (3) Acting Judges			**
Four (4) Visiting Judges***			**
Two (2) Community Service Officers (PT)		18.44-21.91 per hour	
Eight (8) Deputy Bailiffs (PT)		21.01-25.85 per hour	

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

(** Salary mandated by State of Ohio)

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

Sec. 6 The salaries, rates and conditions established in Section 5 of this Ordinance shall be effective from and after April 1, 2020. Until the rates are changed, the former rates shall apply. Notwithstanding any other provision of this ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Federal Fair Labor Standards Act or its successor law.

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

Sec. 8 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and

protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner; wherefore this Ordinance shall take effect immediately upon its passage.

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - April 13, 2020

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 119-19 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, 2020, and ending December 31, 2020.”

Recommendation:

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

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

\$7,500 Rt 4 Booster Pump Station valves;
 \$36,830 for engineering services for water main replacement project Resor & Winton Road;
 \$23,000 for RAS Pump #2 replacement at Wastewater Treatment Plant;
 \$14,996 Well 5 & 6 Check Valve replacement at Water Treatment Plant;
 \$15,000 for asphalt repairs related to water system repairs.

Financial Impact: \$97,326.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.041320
2. NonContractual 4-13-Ord



City Council Information Item
Regular Meeting - April 13, 2020

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

RT 4 Booster Pump Station Valves

Legislation Title:

RT 4 Booster Pump Station Valves

Background/Synopsis: The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks. These stations have been constructed with pumps, controls and various pumping components, valves, check valves, etc. Valves are utilized at the BPS's to isolate pumps for routine maintenance and preventative maintenance measures.

The valves at the RT. 4 Booster Pump Station have failed, do not hold and are in need of replacement. Division staff will replace the valves in house.

Financial Impact: An appropriation in the amount of \$7,500.00 is being requested for the purchase of new valves for the RT. 4 Booster Pump Station. 2020 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project 0WT08, Booster Pump Station Improvements, as well as in the 2020-2024 CIP, pending City Council approval. The funding source is the Water Replacement and Improvement fund.

Attachments:

1. Rt.4 Valve Quote



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

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

Deliver To:

From: Bryan Melcher

Comments:

11.B.4.a

10:34:13 JAN 13 2020

Page 1 of :

FEL-FERGUSON WATERWORKS #527

Price Quotation

Phone: 513-942-2525

Fax: 513-942-2533

Bid No: B405194
Bid Date: 01/13/20
Quoted By: BEM

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

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

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

Cust PO#:

Job Name: 8" OS&Y VALVE

Item	Description	Quantity	Net Price	UM	Total
SP-FR080R236106LH	8 OS&Y O/L FLG RW VALVE	4	1796.190	EA	7184.76
FNWNBGZ1RF8X	8 ZN 150# RR FF 1/8 FLG PKG	8	18.270	EA	146.16
Net Total:					\$7330.92
Tax:					\$0.00
Freight:					\$0.00
Total:					\$7330.92

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

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

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

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

Attachment: NonContractualAppropriations.041320 [Revision 1] (1486 : Non-Contractual Appropriations)



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=528&on=15755>

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City Council Information Item Regular Meeting - April 13, 2020

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:

Appropriation for engineering services for water main replacement project

Legislation Title:

An appropriation in the amount of \$36,830.00 is being requested for survey, design and engineering services related to the planned 2021 Resor Road and Winton Road water main replacement project.

Background/Synopsis:

Engineering services are necessary in preparation for the planned Resor Road and Winton Road water main replacement project. Technical services will include field surveying, construction plan design, and record drawing preparation.

The City intends to replace approximately 4,000 feet of 1950's era 8" and 10" cast iron pipe with new 8" and 12" poly-wrapped ductile iron pipe on Resor Road between Augusta Blvd. and Winton Road, and on Winton Road from the Resor intersection to south of Mack Road. The project has been identified as a priority project for replacement based on the high number of main breaks and related service interruptions in the area, and the difficulty associated with main break repairs due to the depth of the existing lines in the area. Additionally, the City desires to adjust pressure zone configurations in this area to allow for a second water supply "feed" from Hunter Tank to Mack Tank; this adjustment will result in increased water main pressures in the impacted area which is another driver of this water main improvement project.

The project is scheduled to be publicly bid in late 2020, and constructed in early 2021, in advance of the City's planned street paving project work in this same area.

Technical and engineering services will be performed by Choice One Engineering Corporation; proposal is attached. Cost of engineering services is \$36,830.00.

In 2018, Choice One was selected from three engineering firms following a quality-based review to design the City's Ross and Mack water main replacement project and the City's Donald Drive water main replacement project. In light of that positive experience and the relationships developed, the City considers Choice One a cost-effective and technically-sound consultant and desires to use their services on the Resor/Winton project.

Financial Impact:

Funding for this project was included in the approved 2019-2023 Capital Improvement Program

under project number 0WT10 – Small Water Line Improvements; and in the 2020-2024 CIP pending Council approval. The funding source is the Water Surplus Fund.

Attachments:

1. 2020-03-27_Agreement

**Date**

March 27, 2020

Attention

Adam Sackenheim
Public Utilities Director
asackenheim@fairfield-city.org

Address

City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Subject

Agreement for Professional Services
Resor Road and Winton Road Water Main Replacement
BUT-FAI-2001

Dear Mr. Sackenheim:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Resor Road and Winton Road Water Main Replacement Project.

This Agreement is by and between the City of Fairfield, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of five pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

City of Fairfield

Authorized Signature

Date

Choice One Engineering Corporation



Jacob L. Bertke, P.E., Project Manager

3/27/2020

Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the installation of new water main on Resor Road between Augusta Blvd. and Winton Road, and on Winton Road between Mack Road and Resor Road.

Project Details

- Water main will be installed within the golf course property as much as possible.
- A topographic survey will be performed along the project route. See attached exhibit for project area.
- Water main design will follow City of Fairfield standards and specifications.
- The existing 10" water main on Resor Road will be replaced with 12" ductile iron water main, and the existing 8" and 10" water main on Winton Road will be replaced with 8" ductile iron water main.
- Fire hydrants, valves, and water service lines will be replaced along the project route.
- Water main at intersections will be set up for future extensions, as needed.
- The survey on Resor Road will be extended from Winton Road to Sigmon Way. No new main will be designed in this portion, at this time, but the City may decide to design a replacement main in this area at a later date.
- Project will be bid at the end of 2020, and built in 2021.
- Material and construction standards will be covered by general notes and standard City of Fairfield details.
- Maintenance of traffic will be covered by general notes and ODOT standard construction drawings.
- A Water Submittal will not need to be submitted to the Ohio EPA for this project.
- Easement legal descriptions and exhibits are not included in this scope, but if some end up being needed Choice One can perform that work at an additional fee.
- Choice One will meet with City after 50% plans and 90% plans are complete to discuss water main alignments prior to detailed design being finished.
- Based on recent projects with the City and the length of this project, we estimate this project cost to be around \$800,000.00.
- Choice One will perform construction administration services upon request at our standard hourly rates (attached).

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- j. Provide one (1) foot contour intervals.
- k. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Prepare construction plans to include the following:
 - i. Title Sheet
 - ii. General Notes
 - iii. Maintenance of Traffic Notes
 - iv. Water Main Notes and Details
 - v. Quantity Summary
 - vi. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
- b. Submit construction plans to utility companies for their review.
- c. Prepare an Engineer's Estimate.
- d. Meet with City to go over 50% plans and 90% plans.
- e. Field walk project route.
- f. Provide construction plans in AUTOCAD and PDF format.
- g. Provide final paper sets of plans in color, (11" x 17" and 24" x 36").
- h. No Water Data Submittal to Ohio EPA is needed.
- i. Assistance during public bidding procedures is included in the construction administration phase.

3. Record Drawings

- a. Prepare Record Drawings to include:
 - i. Meter and curb stop locations
 - ii. Water valve locations.
 - iii. Fire hydrant locations.
 - iv. Recorded changes by the City and/or contractor to water main alignment.
- b. Provide Record Drawings to City in pdf format.

4. Construction Administration Services

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Administrate plan interpretation for contractor and Client during bidding and construction, as required.
 - ii. Attend bid opening and preconstruction meeting, if requested.
 - iii. Attend meetings or visit construction site at the request of the Client with contractor.
 - iv. Conduct final inspection and provide a punch list.
 - v. Review shop drawings.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Sanitary Sewer Design
2. Detailed Maintenance of Traffic Plans
3. Construction Layout Staking

Client Responsibilities

- Payment of all agency-related fees.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$10,670.00
Construction Plans	\$22,560.00
Record Drawings	\$2,100.00
Total	\$35,330.00
Construction Administration Services	Hourly Upon Request. Budget of \$1,500.00
Total including Construction Administration Budget	\$36,830.00

Schedule

Choice One will have the construction plans completed by the end of November 2020, to allow the City to advertise the project for bid prior to the end of the year.

BUT-FAI-2001

11.B.4.a

Legend

Don't need to shoot
in creek on north
side of street. Only
on south side of
bridge and into golf
course

Survey up to tree
line

Topo and establish
property lines only
in the clouded
area. No main
design to be done
as of now

Water main replacement-5200' of survey
Survey to r/w on north side Resor and east side
Winton
Survey into golf course as shown
Pick up meter pits/curb stops, etc. outside of R/
W
Establish R/W
50' or so into side streets as shown

R/W is wide here
beyond sidewalk.
Sanitary runs
outside the
sidewalk. Make
sure we survey to
R/W

Survey to tree line
here

Google Earth

© 2020 Google

100

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Attachment: NonContractualAppropriations.041320 [Revision 1] (1486 : Non-Contractual Appropriations)

2020 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$140
Professional Surveyor	\$120
Landscape Architect	\$110
Designer	\$95
Field Surveyor	\$95
Administrative	\$65

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



Effective as of January 1, 2020

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting

any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Attachment: NonContractualAppropriations.041320 [Revision 1] (1486 : Non-Contractual Appropriations)

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



City Council Information Item Regular Meeting - April 13, 2020

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Treatment Plant: RAS Pump #2 Replacement

Legislation Title:

WWTP: RAS Pump #2 Replacement

Background/Synopsis: The Wastewater Division's Fairbanks Centrifugal Return Activated Sludge Pump (RAS) #2 is failing and in need of immediate replacement. Wastewater Division Staff desires to procure an identical-model Fairbanks pump for system compatibility purposes. City staff will perform the replacement in house.

The Activated Sludge process is a biological wastewater treatment process where heterotrophic microorganisms, consisting of bacteria and protozoans, use air (oxygen) to remove soluble organic matter (carbon) still present in Primary Effluent. When provided the proper amount of time in an aerobic environment, the heterotrophic microorganisms, also known as biomass, feed on organic matter, grow, flocculate, and eventually settle producing a pristine Final Effluent. Biomass is continuously recirculated through the process, known as Return Activated Sludge (RAS). RAS is distributed to the start of the process, with use of RAS pumps, where it is first introduced to Primary Effluent. The combination of Primary Effluent and RAS is known as mixed liquor. During the process, the biomass grows and a portion of the biomass, known as Waste Activated Sludge (WAS), must be removed from the process in order to keep the Food to Microorganism ratio balanced.

The City proposes to procure the replacement pump from The Henry P. Thompson Company, per the attached quote and sole source procurement letter.

Financial Impact: An appropriation in the amount of \$23,000.00 is being requested for the replacement of RAS Pump #2 at the City's Wastewater Treatment Plant. 2020 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project 0WW06, Pump Overhaul/Replacement Program, as well as in the 2020-2024 CIP, pending City Council approval. The funding source is the Sewer Surplus fund. Rules suspension is requested to expedite the purchase.

Attachments:

1. Fairfield Ohio K4J1-081340 Replacement
2. HPTHOMPSONSOURCE LETTER 2020

The Henry P. Thompson Company

Ph: 513-248-3200

Fax: 513-248-3201

**Contact:**

Timothy Shaw

tshaw@hpthompson.com

(513) 807-7256

QUOTATION

Customer:	City of Fairfield Wastewater Division	Date:	3/19/2020
Address:	4799 Groh Lane	Quotation:	572207 Item 306
City/State:	Fairfield, OH 45014	Equipment:	Fairbanks Vertical Coupled Non-Clog
Contact Name:	Randy Hassle	Model No.:	8" B5444S
Phone Number:	513-858-7760	Pump Serial Numbers:	K4J1-081340 (Order # 43016)

Qty	Item #	Part#	Description	Unit Price	Total Price
1	0010	8" B5444S	8" Model B5444S, Vertical Coupled Solids Handling Pump.	\$ 22,690.00	\$ 22,690.00
			Tangential Volute, Standard Two Vane Impeller, T40 Frame		
			Impeller diameter calculated from 2100.00 USgpm and 45.00 Ft		
			Clockwise Rotation, Discharge Position 1, Dynamic Balance Imp..		
			Standard Double Mechanical Seal with Stainless Steel Sleeve,		
			Impeller & Case Wear Rings Material Stainless Steel, A743 GR		
			CA-40 300-350 BHN. Impeller Design T8D1A.		
			Pump Only:		
			No Motor .No Base, No Suction Elbow, No Coupling or Guard, nor		
			High Ring Motor base is included.		
			DELIVERY: 10-12 WEEKS A.R.O		
				TOTAL:	\$ 22,690.00
Freight:	PPD ADD	Pricing does NOT include freight which would be ADDED at time of shipment.			

Quotation Prepared by Nick Dornbusch

Start up is NOT included and can be added for \$1,300 Per day.

Purchase Order to be written to: The Henry P. Thompson Company

Attn: Nick Dornbusch, E-mail: ndornbusch@hpthompson.com; phone: (513) 248-3213

Attachment: NonContractualAppropriations.041320 [Revision 1] (1486 : Non-Contractual Appropriations)



PENTAIR FLOW TECHNOLOGIES

Fairbanks Nijhuis

+1.913.371.5000 main

+1.913.371.4025 fax

3601 Fairbanks Avenue

P.O. Box 6999

Kansas City, KS 66106

United States

www.fairbanksnijhuis.com

January 1, 2020

Subject... Fairbanks Nijhuis Distributor Authorization

To Whom it May Concern:

Please be advised that The Henry P. Thompson Company is the exclusive distributor for Fairbanks Morse Municipal Pump products for the following territories:

GEOGRAPHIC TERRITORY:

THE STATE OF OHIO.

THE FOLLOWING COUNTIES IN THE STATE OF INDIANA: DEARBORN, OHIO, SWITZERLAND.

THE FOLLOWING COUNTIES IN THE STATE OF KENTUCKY: ANDERSON, BOONE, BOYD, BRACKEN, BRECKINRIDGE, BULLITT, CAMPBELL, CARROLL, CARTER, DAVIESS, ELLIOT, FLEMING, FRANKLIN, GALLATIN, GRANT, GRAYSON, GREENUP, HANCOCK, HARDIN, HARRISON, HENDERSON, HENRY, HOPKINS, JEFFERSON, KENTON, LARUE, LEWIS, MASON, MCLEAN, MEADE, MONTGOMERY, NELSON, OHIO, OLDHAM, OWEN, PENDLETON, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, UNION, WEBSTER.

Fairbanks Nijhuis will sell only to The Henry P. Thompson Co. in accordance with our contractual agreement. All inquiries and orders should be directed to:

The Henry P. Thompson Company
101 Main Street – Suite 300
Milford, OH 45150
ndornbusch@hpthompson.com

Office: (513) 248-3213 Fax: (513) 248-3201

Thank you for your interest in Fairbanks Morse products.

Yours truly,

Debra L. Smith
Manager, Inside Sales

Cc: Paul Jezuit

Attachment: NonContractualAppropriations.041320 [Revision 1] (1486 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - April 13, 2020

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Well 5 and 6 Check Valve Replacement

Legislation Title:

Well 5 and 6 Check Valve Replacement

Background/Synopsis: Fairfield's Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six raw water / ground water production wells to supply water to its Water Treatment Plant. These wells are flow tested annually to determine well operating efficiencies and to schedule well rehabilitation. During 2020 flow testing, it was discovered that the check valves for Wells #5 and #6 have failed and are in need of replacement. Staff has secured a proposal from National Water for check valve replacement which is attached for review.

Rules suspension is requested in order to expedite the work.

Financial Impact: An appropriation in the amount of \$14,996.00 is being requested for check valve replacement for Raw Water Wells #5 and #6. 2020 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project 0WT01, Maintain Raw Water Production Wells, as well as in the 2020-2024 CIP, pending City Council approval. The funding source is the Water Surplus Fund.

Attachments:

1. National Water #5Checks-20.pro



QUOTE #032020-23^B

Water Well, Pump, and Treatment Equipment Services

March 20, 2020

Mr. Jason Hunold
Public Utilities Treatment Superintendent
City of Fairfield
5021 Groh Lane
Fairfield, Ohio 45014

Re: Check Valve Replacement – Wells #5 & #6

Dear Mr. Hunold:

National Water Services is pleased to submit this proposal to replace the check valve on the City of Fairfield's #5 and #6 water supply wells. This proposal incorporates the installation of a new 10-inch swing check valve, gaskets, nuts and bolts in the meter vault.

Project Materials:	\$5,840.00
--------------------	------------

- | | | |
|---|--|--|
| 1 | 10-inch Swing Style Flanged Check Valve | |
| 2 | 10-inch Flange Bolt Packs (Stainless bolts & nuts) | |

Field Labor: (Includes Confined Space Equipment)	\$1,656.00
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Total Project Cost (per valve)	\$7,496.00
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Due to the size of the valve and the small opening in the vault, we assume the City will provide the excavation needed to remove the top of the vault. If desired, National Water Services can supply this service at an additional cost.

We are assuming the City will provide all ingress and egress to the site(s).

We assume that the City will provide protection from all utilities in and around the well site(s).

QUOTE #032020-23^B

We appreciate the opportunity to submit this proposal. Should you have any questions or concerns, please contact us at (614) 492-9282.

Sincerely,
HD Water Services

Robert A. Hardin

Robert A. Hardin
Executive Vice President

Attachment: NonContractualAppropriations.041320 [Revision 1] (1486 : Non-Contractual Appropriations)



City Council Information Item Regular Meeting - April 13, 2020

Submitted by: Matt Young,
Submitting Department: Public Utilities

Subject:

Appropriation for asphalt repairs

Legislation Title:

Appropriation for asphalt repairs associated with water system repairs

Background/Synopsis:

This request is for appropriations necessary to pay for permanent asphalt repairs to roads, curbs, sidewalks, and driveway aprons following excavations performed by Public Utilities Department staff associated with the repair/replacement of buried water system infrastructure, as well as to pay for other miscellaneous pavement improvements at Public Utilities Department facilities.

Asphalt repairs will be performed by Adleta, Inc. per the attached quote. The Public Works Department will administer the work. Public Works' inspectors measure/mark all locations in need of repair following utility excavations; inspectors also oversee contractor performance to verify asphalt repairs are performed in accordance with City standards. A copy of the list of existing road repairs is attached for review; list includes twelve (12) pending road repair locations. Note – more locations may be added to this list as a result of ongoing utility repair work.

It is recommended that City Council authorize an appropriation in the amount of \$15,000.00 for asphalt repairs following water system repair work.

Financial Impact:

2020 funding for this project is included in the approved 2019-2023 Capital Improvement Program (CIP) under project 9WT14 (Asphalt/Concrete Replacement) and also is included in the 2020-2024 CIP under project 0WT14, pending Council approval. The funding source is the Water Surplus Fund.

Attachments:

1. Adleta - 2019 Pricing for 2020
2. 2020 Street Repairs 03-27-2020

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

2019 STREET REPAIR PROGRAM – UTILITY PATCH & BASE FAILURE REPAIRS

Full Depth Asphalt Street Repair (Various Locations)

Residential Streets

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Type I – 8" Asphalt Concrete Pavement: (5 to less than 25 SY)	200 Sq.Yds.	\$ 80 ⁰⁰	\$ 16,000 ⁰⁰
N/A	Type I – 8" Asphalt Concrete Pavement: (over 25 SY*)	100 Sq. Yds.	\$ 78 ⁰⁰	\$ 7,800 ⁰⁰

Industrial Streets

ODOT#	Description	Est. Qnty	Unit Price	Total Price
N/A	Type II – 11" Asphalt Concrete Pavement: (5 to less than 25 SY)	50 Sq.Yds.	\$ 90 ⁰⁰	\$ 4,500 ⁰⁰
N/A	Type II – 11" Asphalt Concrete Pavement: (over 25 SY*)	50 Sq. Yds.	\$ 86 ⁰⁰	\$ 4,300 ⁰⁰

Residential / Industrial Streets

ODOT#	Description	Est. Qnty	Unit Price	Total Price
254	Pavement Planing, as needed	50 Sq. Yds.	\$ 1 ⁰⁰	\$ 50 ⁰⁰
304	Aggregate Base, as needed	30 Tons	\$ 10 ⁰⁰	\$ 300 ⁰⁰

***Areas over 25 SY shall be paved with a paver unless otherwise directed by the City.**

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

2019 STREET REPAIR PROGRAM – UTILITY PATCH & BASE FAILURE REPAIRS

Partial Depth Asphalt Street Repair (Various Locations)

Residential / Industrial Streets

ODOT#	Description	Est. Qty	Unit Price	Total Price
448	Asphalt Surface Course, Type 1, PG 64-22, as needed (less than 25 SY)	25 Tons	\$ 135 ⁰⁰	\$ 3,375 ⁰⁰
448	Asphalt Surface Course, Type 1, PG 64-22, as needed (over 25 SY*)	25 Tons	\$ 120 ⁰⁰	\$ 3,000 ⁰⁰

*Areas over 25 SY shall be paved with a paver unless otherwise directed by the City.

Residential / Industrial Streets

ODOT#	Description	Est. Qty	Unit Price	Total Price
638	Valve Box Adjusted to Grade, as needed	2 Each	\$ 50 ⁰⁰	\$ 100 ⁰⁰

The total amount of the bid on the estimated quantities given above and unit price specified by the bidder amount to the sum of:

\$ 39,425⁰⁰
(amount in figures)

Thirty nine thousand four hundred twenty five dollars⁰⁰/xx
(amount in words)

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

2019 STREET REPAIR PROGRAM – UTILITY PATCH & BASE FAILURE REPAIRS

These quantities are estimates, based on anticipated projects for the current year. Contractors should not regard the estimated quantities shown on the Proposal Form to be a commitment from the City of Fairfield to purchase these amounts.

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.

CONSIDERATION FOR MATERIAL: \$ 19,712⁵⁰

CONSIDERATION FOR LABOR: \$ 19,712⁵⁰

TOTAL LABOR AND MATERIAL: \$ 39,425⁰⁰
(amount in figures)

TOTAL AMOUNT WRITTEN IN WORDS: Thirty nine thousand four hundred twenty five dollars and zero cent

<u>Robert B. Dunn Jr.</u>	SIGNATURE
<u>Robert B. Dunn Jr.</u>	NAME
<u>Vice President</u>	TITLE
<u>Adiata, Inc.</u>	COMPANY
<u>389 S. Wayne Avenue</u>	ADDRESS
<u>Cincinnati, Ohio 45215</u>	CITY/STATE/ZIP
<u>(513) 554-1469</u>	TELEPHONE
<u>31-1128085</u>	Social Security # of Company Owner or Federal I.D.#

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 of Fairfield, Ohio to do so.

ADDRESS	STREET	APPROX SIZE	SY	Cost*	Total	
5535	VENUS LANE	7x10	7.78	\$ 80.00	\$ 622.40	
6515	STOCKTON ROAD	6x18	12.00	\$ 90.00	\$ 1,080.00	Commercial - 11"
5266	OLD GILMORE RD	6x22	14.67	\$ 80.00	\$ 1,173.60	
5318	CHARLENE	10.5x5, 3x1	6.17	\$ 80.00	\$ 493.60	
	SEWARD RD	4x12	5.33	\$ 80.00	\$ 426.40	50FT SOUTH OF RR
5110	DEE ALVA DR	11x3, 7x6	8.33	\$ 80.00	\$ 666.40	
5762	LAKE MEAD	6x8	5.33	\$ 80.00	\$ 426.40	
1627	EVALIE DR	14.5x8	12.89	\$ 80.00	\$ 1,031.20	
2020	ROLLING HILLS BLVD	11x21	25.67	\$ 78.00	\$ 2,002.26	
817	WESLEYN DR	31x5, 19x4	25.67	\$ 78.00	\$ 2,002.26	2 PIECES OF CURB
3690	MAC K RD	6.5x28, 6x17	31.56	\$ 80.00	\$ 2,524.80	
	SEWARD RD	6x12, 4x4	9.78	\$ 80.00	\$ 782.40	AT Mack Road
					\$ 13,231.72	

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 119-19 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, 2020, AND ENDING DECEMBER 31, 2020."

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

Section 1. Ordinance No. 119-19, the 2020 Appropriation Ordinance, is hereby amended in the following respects:

From: Unappropriated Water Replacement & Improvement Fund \$7,500

To: 60416025-252000 Improvements Other Than Building
(Booster Station Improvements OWT08 Vehicle) \$7,500

From: Unappropriated Water Surplus Fund \$66,826

To: 60516023-233300 Engineering Services \$36,830
(Engineering Services for Resor/Winton Rd Water Main Replacement OWT10)

To: 60516025-252000 Improvements Other Than Building \$29,996
(Well 5 and 6 Check Valve Replacement OWT01 (\$14,996); Asphalt Repairs OWT14 (\$15,000))

From: Unappropriated Sewer Surplus Fund \$23,000

To: 62416025-252000 Improvements Other Than Building \$23,000
(Return Activated Sludge (RAS) Pump #2 OWW06)

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	_____	

Attachment: NonContractual 4-13-Ord (1486 : Non-Contractual Appropriations)

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\2020\NonContractual 4-13-Ord

Attachment: NonContractual 4-13-Ord (1486 : Non-Contractual Appropriations)