

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Terry Senger
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 10, 2023 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. No briefing.

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

A. Councilmember Besl

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

a. Proclamation - National Public Safety Telecommunicators Week

8. CITIZEN COMMENTS

9. PUBLIC HEARING(S)

10. APPROVAL OF MINUTES

a. Regular Meeting held March 27, 2023

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

D. PUBLIC SAFETY

Councilmember Dale Paullus

E. PUBLIC UTILITIES

Councilmember Adam Kraft

F. PUBLIC WORKS

Councilmember Terry Senger

G. FINANCE & BUDGET

Councilmember Tim Meyers

12. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES

Councilmember Matt Davidson

1. Ordinance vacating a portion of a fifty foot (50') utility easement on parts of Lot 14189 in the City of Fairfield, Butler County, Ohio and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

1. Ordinance to authorize the City Manager to enter into an agreement with Ascent Specialities, LLC for the purchase and installation of a Kwik Wall dividing wall system in the Community Arts Center Community Room.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Gilbert Park Pickleball Courts Project and declaring an emergency.

- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into a contract with Landscape Structures Inc. and Forever Lawn of Ohio Inc. for the Village Green Playground Project and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

C. PUBLIC SAFETY

Councilmember Dale Paullus

1. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Michaels Billiards Inc. dba Michaels Billiards, 6625 Dixie Highway, Unit K, Fairfield, OH 45014 (Permit Class D5 & D6).
2. Ordinance to authorize the City Manger to enter into a professional services agreement with Axon Enterprise, Inc. to provide Auto Tagging CAD Integration and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into a purchasing agreement with Alternative Support Apparatus, LC dba ASAP - Off Road Specialty Vehicles for the purchase of an EMS Utility Task Vehicle and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Resolution to accept and approve the material terms of the proposed settlement with Teva, Allergen, CVS, Walgreens & Walmart pursuant to the One Ohio Memorandum of Understanding and consisten with the terms of the National Opioid Settlement Agreement and authorize the Law Director or the City Manager to execute the Settlement Participation Form and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. PUBLIC WORKS

Councilmember Terry Senger

1. Ordinance to authorize the City Manager to enter into a contract with Prus Construction for the proposed sidewalk along Busway Lane and North Gilmore Road (between the Freshman School and Crossroads Middle School)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

E. FINANCE & BUDGET

Councilmember Tim Meyers

1. Ordinance to authorize the City Manager to enter into a contract with ICB Audio Video Technology for the replacement of the audio/video system in Council Chambers and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 30-23 and all amendments thereto and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023.”

Contractual Appropriations: \$600,000 Village Green Playground; \$32,351 CAD/RMS software upgrade; \$125,000 Council Chambers A/V replacement; \$384,300 Sidewalk installation Busway Ln & N Gilmore Rd.; \$175,000 Gilbert Park Pickleball Courts; \$75,309 EMS UTV; \$67,800 Community Room divider.

 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023.”

Non-Contractual Appropriations: \$10,000 Water Division Port Union Tank Mixer; \$8,287 replacement Police bikes; \$4,500 outside light electric; \$25,000 Council Chambers A/V computing equipment.

 - Legislation - First Reading

- Motion - Suspend Second and Third Readings
- Motion - Adoption

13. MEETING SCHEDULE

- A. Monday, April 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, May 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, May 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
March 27, 2023**

Council-Manager Briefing

A. No briefing

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Davidson led in prayer. Mayor Rhodus and his grandchildren led the Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Vice Mayor Meyers, seconded by Councilmember Davidson, moved to excuse Councilmember Paullus. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Besl, seconded by Councilmember Meyers, moved for Executive Session to discuss pending and imminent litigation, as well as negotiations with other political subdivisions regarding economic development. Roll call vote. Motion carried 6-0.

Special Presentations

a. Fairfield Chamber President & CEO Introduction

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

Economic Development Manager Nathaniel Kaelin introduced Peggy Emmerson, Fairfield Chamber President and CEO. Mrs. Emmerson discussed a little about herself and her plans with the Chamber. Mayor and Council welcomed her to the City.

Citizen Comments

None.

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of March 13, 2023 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations

Councilmember Leslie Besl

Development Services

Councilmember Matt Davidson

Parks, Recreation and Environment

Councilmember Gwen Brill

Public Safety

Councilmember Dale Paullus

Ordinance to amend Section 505.11 of Chapter 505 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to control of nuisance animals.

Recommendation:

It is recommended that City Council adopt an ordinance to amend Section 505.11 of the General Offenses Code.

Vice Mayor Meyers presented the third reading of this ordinance.

ORDINANCE NO. 40-23. APPROVED 5-1.

Vice Mayor Meyers commended the city regarding revisions following previous meetings and commended the residents for great discussion. He asked if it makes sense to get animal control involved in "hot spot" areas and if the city can consider dispatching animal control in the event a coyote is trapped and there is no response from the trapper.

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Councilmember Senger asked if the City has any intent to exterminate the large coyote on the Bugher property. Assistant City Manager Laurie Murphy stated that there are no current plans to exterminate the large coyote. She recommended moving forward with the management plan and reevaluating after one year of data has been collected. Councilmember Senger stated that Council has heard enough input in regards to this area that the City needs to act now on that property.

Attorney Steve Wolterman reiterated that the legislation only pertains to allowing trapping on private property within the City and changes to the coyote management plan are a separate policy.

Councilmember Besl stated that seeing a coyote does not mean imminent danger. She said that people are seeing them more because of the Ring doorbells and that raccoons are actually more dangerous. She stated that more people and pets are attacked by other dogs than by coyotes and we have to learn to coexist because coyotes play a vital roll in the ecosystem. She feels the management plan is different than other plans because it involves metrics.

Vice Mayor Meyers stated that it is important for the legislation to move forward tonight, but he agrees that the City should start focusing on hot spot areas now.

Councilmember Kraft stated that he would like to see the legislation move forward and that the City make a commitment to educating the public.

Ricky Riley, 5552 Crystal - stated that standing and watching coyotes in his yard socializes them and coyotes are too used to living around us.

Sasha Levine, 4749 Fairfield Ave. - commended the management plan; stated she would like to volunteer to help with hazing because the City needs to give that a chance; She is worried that if the coyotes are trapped, it could result in killing ones that are not a problem; She stated that the transient coyotes are the problem, not the alphas; She stressed appropriate hazing, taught by professionals and referred to Dr. Stan Gerht, a professor from OSU with the Urban Coyote Project; She stated that coyotes need to be hazed into safe areas and then left alone in those areas.

Liz Jarvis, 2440 Clara Bea - thanked Council and staff for hearing the residents; She stated that she is no longer saying to kill them all, but to find the ones that are a big problem. She said those are the ones that need to be taken care of. She referenced an incident in Scottsdale, Arizona in which a child was attacked.

Pam Baker, 5 Darby Court - stated that she witnessed a large animal, either a coyote or coy dog, stalking two children walking their dog; She asked if something can be put on the ballot to as the residents to raise funds for a task force; She thinks this needs to be handled by professionals instead of inexperienced residents.

Bill Damper, Monica Drive - stated that hazing doesn't work in large areas

Chris, 8 Brians Lane - stated that she attended the Forest Park seminar regarding coyotes and everyone should listen to the speaker, Carol Mundy with Waycross Media. There needs to be a way to radio tag them and watch their movements and then take out the aggressive ones. She stated that things have gotten way out of hand and there needs to be a way for everyone to know they are humanely euthanized. She stated that she saw another post about poisoning them with poisoned hot dogs.

Councilmember Senger stated that he likes the ordinance but the City needs to take an aggressive approach first.

Councilmember Davidson stated that the ordinance is not just for coyotes, that it is outdated and the trapping will pertain to any nuisance animal.

Vice Mayor Meyers stated that the beauty of the management plan is that it is not legislation and can be adapted as needed.

Attorney Wolterman stated that based on the interaction chart, action can be taken immediately as needed to deal with particular coyote situations.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Tim Meyers, Councilmember, At-Large
SECONDER:	Leslie Besl, Councilmember, 1st Ward
AYES:	Meyers, Davidson, Brill, Besl, Kraft
NAYS:	Senger
EXCUSED:	Paullus

Public Utilities

Councilmember Adam Kraft

Public Works

Councilmember Terry Senger

Finance & Budget

Councilmember Tim Meyers

Ordinance to amend Sections 121.01 and 131.01 of Ordinance 166-84, the Codified Ordinances of Fairfield, Ohio relative to the annual compensation for members of Council and the Mayor for new terms commencing January 1, 2024 and thereafter.

Recommendation:

It is recommended that City Council adopt an ordinance to establish compensation of elected officials. An increase from \$9,600.00 to \$12,000.00 per year will take effect for new terms commencing on and after January 1, 2024.

Vice Mayor Meyers presented the third reading of this ordinance.

ORDINANCE NO. 41-23. APPROVED 6-0.

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

NEW BUSINESS

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

Development Services

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute an Acknowledgement of Termination of Community Reinvestment Area Agreement and an Acknowledgement of Termination of School Compensation Agreement, which will terminate tax incentives for Pro Kleen Industrial Services, Inc., Pro Kleen Environmental Services, Inc., and Black Family Real Estate Investments, LLC, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 42-23. APPROVED 6-0.

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute an Acknowledgement of Termination of Community Reinvestment Area Agreement and an Acknowledgement of Termination of School Compensation Agreement, which will terminate tax incentives for AOZI-FAIRFIELD OFFICE, LLC, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 43-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute an Amendment to School Compensation Agreement, which will modify the requirements of tax incentives granted to AOZI-FAIRFIELD LAND, LLC, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 44-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute a Development Agreement with fee simple owners and/or ground lessees related to redevelopment of the Riegert Square within Fairfield's Town Center area and to authorize the City Manager to execute an Agreement between Adjoining Landowners establishing easements for the same, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 45-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute a Development Agreement with P&V Partners Group LLC related to the redevelopment of the Riegert Square within Fairfield's Town Center area, and declaring an emergency.

Recommendation:

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

ORDINANCE NO. 46-23. APPROVED 6-0.

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

Public Works

Councilmember Terry Senger

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with John R. Jurgensen Company for the BUT/HAM-SR 4-0.00/9.97 (PID 110415) – Route 4 Paving Project

Recommendation:

It is recommended that City Council approve legislation for an appropriation of funding for the amounts shown above.

It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a contract with John R. Jurgensen for the BUT/HAM-SR 4-0.00/9.97 (PID 110415) - Route 4 Paving Project.

ORDINANCE NO. 47-23. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED: Paullus

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108 SD single axle truck cab and chassis for the Street Division and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$104,359 from the Capital Improvement Fund for the purchase of an Freightliner 108SD single axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with FYDA Freightliner Cincinnati Inc., for the purchase of this unit.

ORDINANCE NO. 48-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a Freightliner 108 SD for the Street Division and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$145,368 from the Capital Improvement Fund for the outfitting of a Freightliner 108 SD with a Monroe 12' stainless steel dump body, snow plow hitch, salt spreader, emergency lighting, and hydraulics to be used by the Street Division. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment, Columbus City, Indiana for the purchase of this equipment.

ORDINANCE NO. 49-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Southeastern Equipment Company for the purchase of a Case TR270B Skid Steer and trailer for the Water Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$88,691 from the Water Surplus Fund for the purchase of a Case skid Steer with options and trailer. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with the Southeastern Equipment Company for the purchase of this equipment.

ORDINANCE NO. 50-23. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED:	Paullus

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED:	Paullus

Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner M2 106 tandem axle truck cab and chassis for the Water Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$114,252 from the Water Surplus Fund for the purchase of a Freightliner M2 106 tandem axle truck cab and chassis. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with FYDA Freightliner Cincinnati Inc., for the purchase of this unit.

ORDINANCE NO. 51-23. APPROVED 6-0.

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED: Paullus

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED: Paullus

Ordinance to authorize the City Manager to enter into a contract with Ohio Cat for the purchase of a CAT 953 Track Loader with Trailer for the Street Department and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$419,158 from the Capital Improvement Fund for the purchase of a Cat Track Loader and trailer. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Ohio Cat for the purchase of this equipment.

ORDINANCE NO. 52-23. APPROVED 6-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED: Paullus

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Terry Senger, Councilmember, 3rd Ward
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED: Paullus

Ordinance to authorize the City Manager to enter into a contract with Deere and Company for the purchase of a John Deere 6110M Tractor for the Street Division and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$77,447 from the Capital Improvement Fund for the

purchase of an John Deere 6110M Tractor. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Deere and Company for the purchase of this unit.

ORDINANCE NO. 53-23. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED:	Paullus

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED:	Paullus

Ordinance to authorize the City Manager to enter into a contract with Kalida Truck Equipment, Inc., for the purchase of a Mower attachment for a John Deere 6110M Tractor for the Street Division and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$86,400 from the Capital Improvement Fund for the purchase of an Kalida mower attachment for a John Deere 6110M Tractor. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Kalida Truck Equipment, Inc., for the purchase of this equipment.

ORDINANCE NO. 54-23. APPROVED 6-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Senger, Kraft
EXCUSED:	Paullus

Finance & Budget

Councilmember Tim Meyers

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

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

Ordinance authorizing the issuance of not to exceed \$1,260,000 of various purpose bond anticipation notes, series 2023, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

Recommendation:

It is necessary for City Council to authorize the issuance of \$1.26 million in various purpose Bond Anticipation for the Water Distribution system improvements for the Public Utilities Department. It is recommended that City Council authorize and direct the preparation of legislation to issue \$1.26 million on various purpose Bond Anticipation Notes (BAN). It is estimated that the rate of interest will be in the range of 2.05 to 2.50 percent. To accommodate the pricing of the BAN, a suspension of the second and third readings is requested. The settlement of the new BAN is April 18, 2023.

ORDINANCE NO. 55-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

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

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

Recommendation:

It is necessary for City Council to authorize the issuance of \$4 million of various purpose bond anticipation notes (BANs). This is a renewal of the 2017, 2019, and 2021 notes for Water and Wastewater System Improvements. It is recommended that City Council authorize and direct the preparation of legislation to issue \$4 million in various purpose Bond Anticipation Notes. It is estimated that the rate of interest will be in the range of 2.05 to 2.50 percent. To accommodate the pricing of the BAN, a suspension of the second and third readings is requested. The settlement of the new BAN will be on April 18, 2023.

ORDINANCE NO. 56-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

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

Ordinance authorizing the issuance of not to exceed \$5.26 million of various purpose bond anticipation notes, by the City of Fairfield, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

Recommendation:

It is recommended the City council authorize and direct the preparation of legislation to issue \$5.26 million in various purpose Bond Anticipation Notes (BANs). It is estimated that the rate of interest will be in the range of 2.05 to 2.50 percent. To accommodate the pricing of the BAN, a suspension of the second and third readings is requested. The settlement of the new BAN will be on April 18, 2023.

ORDINANCE NO. 57-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

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

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 37-23 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 for the FOP members per the

collective bargaining agreement.

ORDINANCE NO. 58-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023.”

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. 59-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023.”

Recommendation:

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

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

this Ordinance and adopt the appropriations listed above.

ORDINANCE NO. 60-23. APPROVED 6-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, April 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, April 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, May 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 8:50 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at .

The Regular Meeting adjourned at 9:35 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)



Riegert Square Redevelopment

March 27, 2023

Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

Riegert Square History

City planners agree to redraw traffic plan

BY MARIANNE KUNNEN
Sun Reporter

City planners told gatherings of **Riegert Square** business owners Wednesday they would redraw the proposed downtown traffic plan to accommodate more than two curb cuts at the shopping complex on Pleasant Avenue.

The business owners said the city's plan did not include enough entrances and exists to Riegert Square.

The plan had called for two curb cuts on Pleasant Avenue for the shopping area — one at Patterson Drive and another at Glenna Drive. That would eliminate nine others which now exist between those two curb cuts. One other access to the center north of Patterson should also be eliminated, the proposed plan said.

why the city made the plan before talking to any of the property owners involved.

"We couldn't talk to the people about this plan until there was a plan," said Davison.

"By having this plan we have a direction to go," he said.

Donald Ferris, who said he represented Dave Riegert, asked the city to wait to discuss the plan further until the construction work from the Nilles Road improvement project is completed. The work is about two weeks away from completion and widens Pleasant Avenue between Patterson and Glenna drives to four lanes, eliminating a dual-turn lane in the current two lane highway.

Riegert had worked on the meeting.

The proposed plan leaves room

11/10/82
Sun
1982

Friday, December 8, 2000



Shown is part of the Riegert Square shopping center located on Pleasant Avenue. Fairfield officials decided to drop both the shopping center and Sandy Lane projects much to the dismay of shop owners.

Greg Lynch/Journal-News

Fairfield officials decide to drop public improvement plans

Projects' funds to be used elsewhere

By Maria Rogers
Journal-News

FAIRFIELD

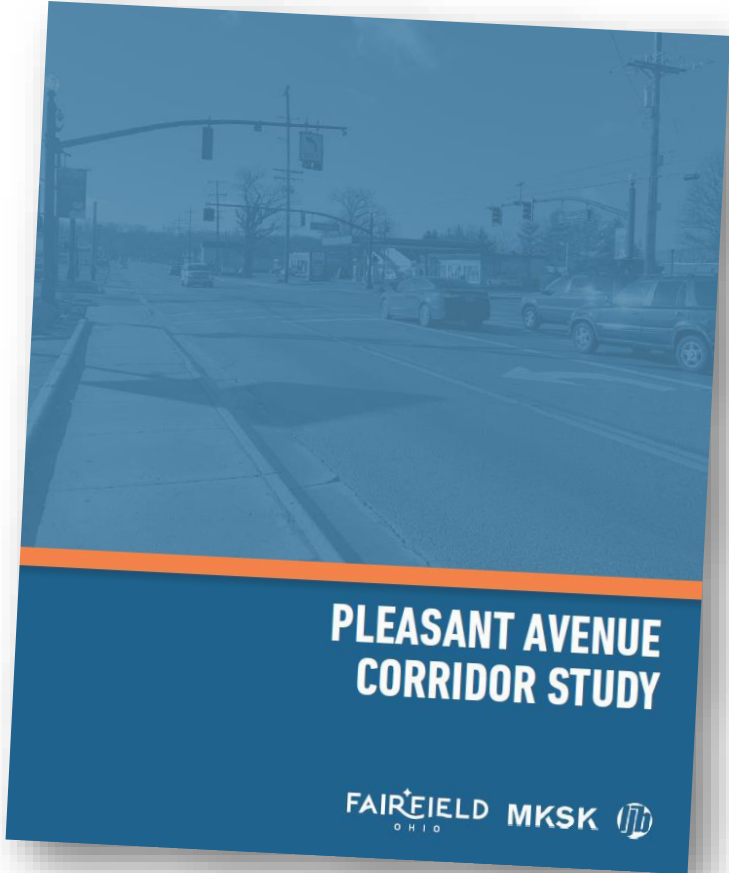
Fairfield officials have decided not to continue with plans for public projects related to the **Riegert Square**

in the Riegert Square area is the closure of some curb cuts for traffic safety reasons.

A portion of the city's letter states: "The city of Fairfield notes there were substantial reductions in the commitments of the property owners and substantial reductions in the commitments of the city of Fairfield. The city of Fairfield has rewritten agreement submitted

2000

Pleasant Avenue Corridor

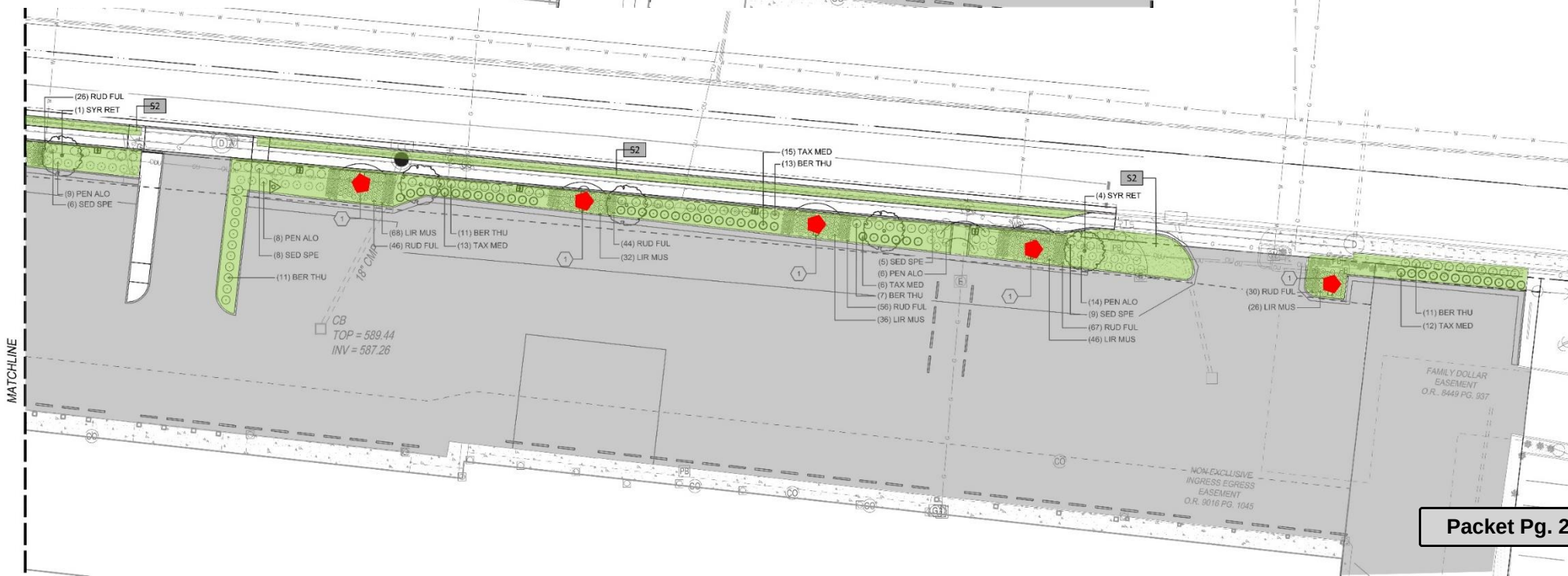
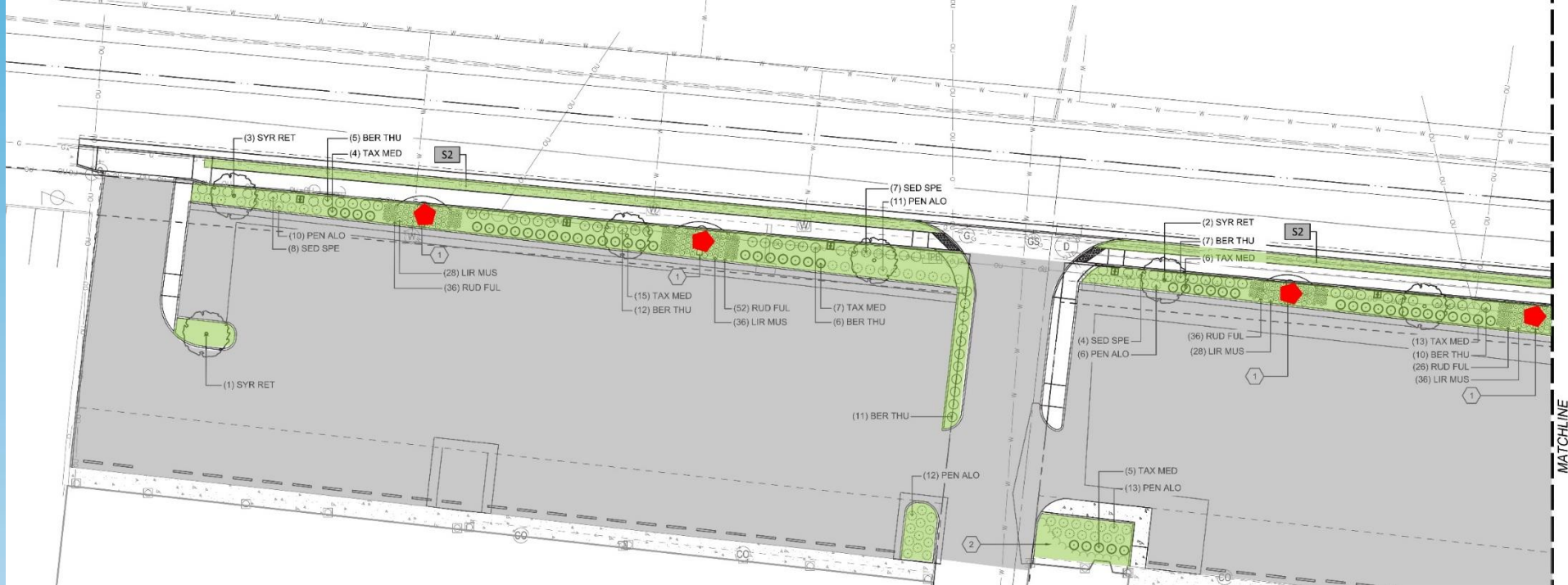


Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)

Existing Conditions



Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)



Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)



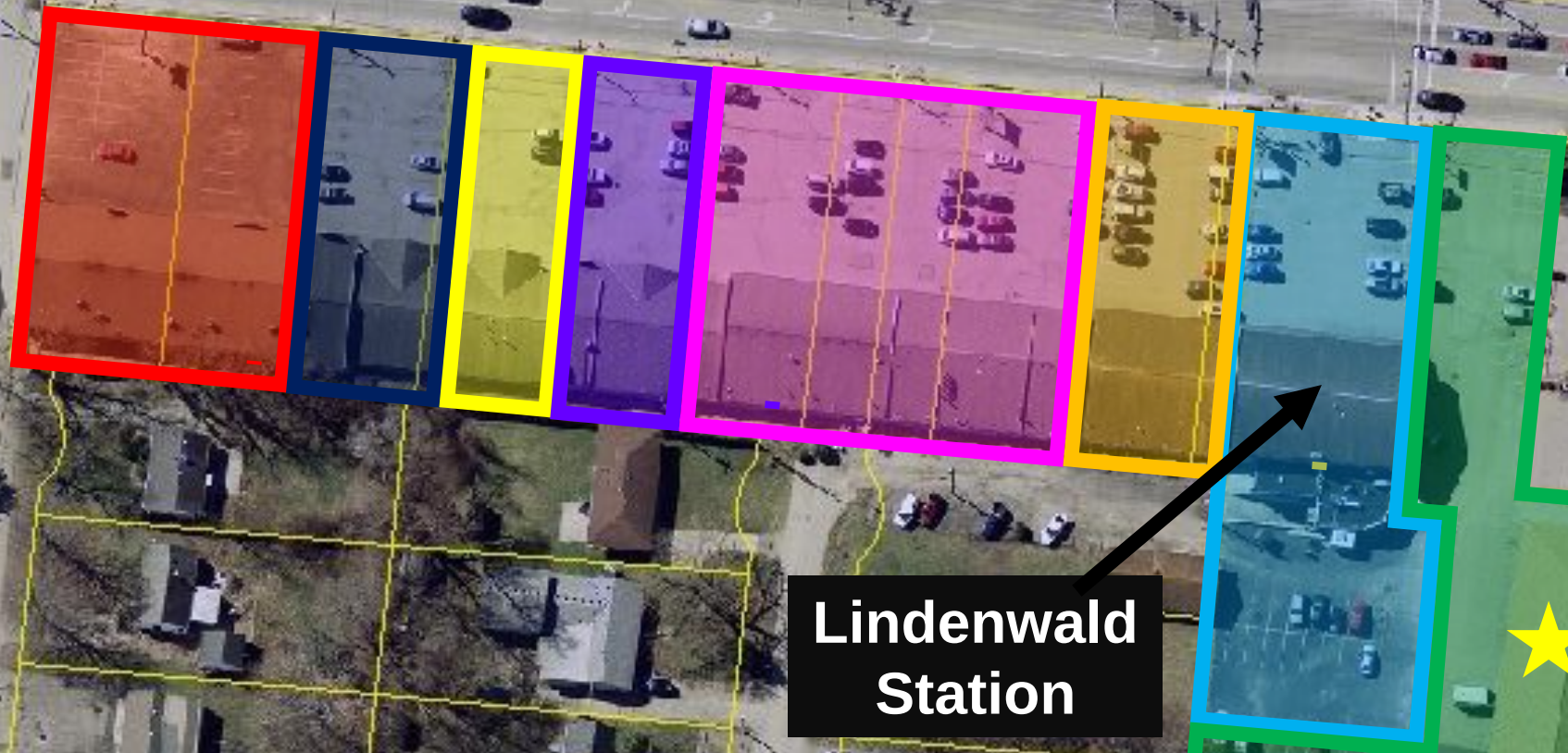


Property Control

10.a



Little Caesars
Pizza



Lindenwald
Station



Minutes Acceptance: Minutes of Mar 27, 2023 7:00 PM (Approval of Minutes)



THANK YOU

Greg Kathman
Development Services Director
gkathman@fairfieldoh.gov
(513) 867-5345

Nathaniel Kaelin
Economic Development Manager
nkaelin@fairfieldoh.gov
(513) 896-8171



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Greg Kathman,
 Submitting Department: Development Services

Subject:

Vacation of Easement

Legislation Title:

Ordinance vacating a portion of a fifty foot (50') utility easement on parts of Lot 14189 in the City of Fairfield, Butler County, Ohio and declaring an emergency.

Recommendation:

It is recommended that Council suspend the second and third readings and pass as an emergency.

Background/Synopsis:

Ambrose Property Group has been developing the Fairfield Commerce Park along Seward Road over the past several years. As part of the development, new utility lines and stormwater facilities have been constructed. Numerous older utility lines and stormwater drainage facilities that were installed for previous uses of the property are no longer required.

Ambrose has requested that the City vacate and abandon rights to one such utility easement, a 50 foot wide and 1098.2 feet long easement shown on the attached survey plat. Staff has reviewed the easement and determined that it is not necessary for any utility or drainage purposes.

Approval of this ordinance would authorize the City Manager to execute this vacation plat, which would then get recorded with the Butler County Recorder's Office.

Financial Impact:

There is no financial impact with this request.

Emergency Provision Explanation:

The emergency provision is requested so the developer can record the vacation document and complete development-related real estate transactions.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Ambrose Easement Vacation Ordinance

2. Utility Easement Vacation Plat Ambrose march 23

ORDINANCE NO. _____

ORDINANCE VACATING A PORTION OF A FIFTY FOOT (50') UTILITY EASEMENT ON PARTS OF LOT 14189 IN THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, Parts of Lot 14189 are currently subject to and benefitted by a fifty foot (50') utility easement in the areas shown on the attached plat; and

WHEREAS, the owners of the property have requested that the City vacate and abandon its rights to the portion of the utility easement in the areas shown on the attached plat; and

WHEREAS, the Public Utility Easement dedicated to the City has never been used or devoted by the City nor is it necessary and the City desires to vacate and abandon all its right, title and interest in and to the easement; and

WHEREAS, all owners having an interest in the real property subject to or benefitted by the easement have consented to vacation of the Easement.

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

- Section 1. The City of Fairfield vacates and abandons all its right, title, and interest in and to the Utility Easement in the areas as shown on Exhibit "A" such property having been dedicated to the City of Fairfield, as a public utility easement on the recorded Plat of Northpointe Business Park recorded in Plat Book 1059, Pages A & B of the Butler County Recorder.
- Section 2. The Development Services Director is hereby authorized to cause a certified copy of this ordinance to be recorded.
- Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the developer can record the vacation document and complete development-related real estate transactions; wherefore, this ordinance shall take effect immediately upon its passage.

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

Attachment: Ambrose Easement Vacation Ordinance (3522 : Vacation of Easement)

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\2023\Vacating Easement-ord

Attachment: Ambrose Easement Vacation Ordinance (3522 : Vacation of Easement)

Bearings:
Based on Official Record
6286, Page 98.

Seward Rd
Variable width R/W
Public R/W

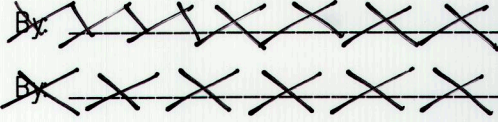
10.8600 Acres
(473,063 Sq. Ft.)
Part Lot 14189
Parcel No. A0700015000101
Koch Foods of Cincinnati LLC
O.R. 9893, Pg. 275

24.4448 Acres
(1,064,816 Sq. Ft.)
Part Lot 14189
Parcel No. A0700015000102
BTC III Fairfield Commerce Park I & II LLC
O.R. 9856, Pg. 536

R=200.00
A=261.38
Δ=74°52'45"
CH=S 40°23'15" E
L=243.17

In witness whereof, AOZI-Fairfield Building IV, LLC, Grantor, waives any right, title, and interest that said party has to the portion of the 50' utility easement vacated hereby and consents to the vacation, release, and termination of the same.

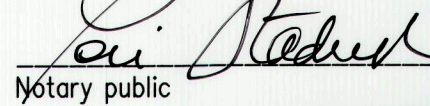
AOZI-Fairfield Building IV, LLC, an Indiana limited liability company

By: 

Name: Grant Goldman
Its Authorized Representative
State of Indiana
Marion County, SS:

Be it remembered on this 20th day of March, 2023, before me, the undersigned, a notary public in and for said county, and state, personally came Grant Goldman Authorized Representative of AOZI-Fairfield Building IV, LLC who acknowledged the signing and execution of the foregoing vacation plat to be their voluntary act and deed and the voluntary act and deed of AOZI-Fairfield Building IV, LLC.

In testimony whereof, have set my hand and notary seal on the day and date above written.

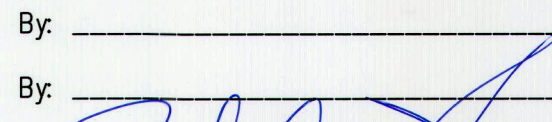

Notary public

July 15, 2030
My Commission Expires

LORI MARIE STADICK
Notary Public - Seal
Hancock County - State of Indiana
Commission Number NP0655648
My Commission Expires July 15, 2030

In witness whereof, Koch Foods of Cincinnati LLC, Grantor, waives any right, title, and interest that said party has to the portion of the 50' utility easement vacated hereby and consents to the vacation, release, and termination of the same.

Koch Foods of Cincinnati LLC, an Ohio limited liability company

By: 

Name: R. Todd Jurek
Its Authorized Representative
State of Ohio,
Butler County, SS:

Be it remembered on this 22nd day of March, 2023, before me, the undersigned, a notary public in and for said county, and state, personally came R. Todd Jurek of Koch Foods of Cincinnati LLC who acknowledged the signing and execution of the foregoing vacation plat to be their voluntary act and deed and the voluntary act and deed of Koch Foods of Cincinnati LLC.

In testimony whereof, have set my hand and notary seal on the day and date above written.


Notary public

September 11, 2027
My Commission Expires

ANGELA K STERWERF
Notary Public, State of Ohio
My Commission Expires
September 11, 2027

26.3269 Acres
(1,146,802 Sq. Ft.)
Part Lot 14189
Pt. Parcel No. A0700015000110
AOZI-Fairfield Building IV, LLC
O.R. 9820, Pg. 400
Seward Road

39.8918 Acres
(1,737,885 Sq. Ft.)
Part Lot 14189
Parcel No. A0700015000103
BTC III Fairfield Commerce Park I & II LLC
O.R. 9710, Pg. 136

R=200.00
A=299.12
Δ=85°41'33"
CH=S 45°47'39" E
L=272.01

Existing 50' Utility Easement
P.E. 859, Pg. D
P.E. 1059, Pg. A & B
(TO BE VACATED)

AREA OF EXISTING EASEMENT
HEREBY VACATED BY THIS PLAT

Existing 50' Utility Easement
P.E. 859, Pg. D
P.E. 1059, Pg. A & B
(PORTION OF EASEMENT TO REMAIN)

Parcel No. A0700183000002
Icon US Industrial Owner Pool 3 Midwest/Southeast, LLC
O.R. 8775, Pg. 151

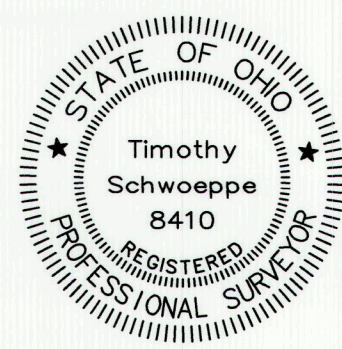
Parcel No. A0700183000007
Icon US Industrial Owner Pool 3 Midwest/Southeast, LLC
O.R. 8775, Pg. 151

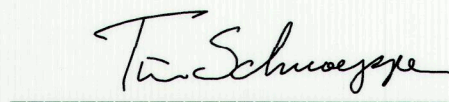
Parcel No. A0700183000004
CIV 1 - QH2B01 & QH2B01
O.R. 7201, Pg. 1600

Parcel No. A0700183000008
Icon US Industrial Owner Pool 3 Midwest/Southeast, LLC, O.R. 8775, Pg. 151

The purpose of this plat is to vacate a portion of the existing 50' wide utility easement as shown and recorded on Plat Book 85 Page D and Plat Book 1059 Page A&B.

LINE	BEARING	DISTANCE
L1	S 82°21'19" W	78.11'
L2	S 86°09'02" W	79.11'
L3	N 12°16'00" E	40.68'
L4	S 46°59'00" E	48.87'
L5	N 77°44'00" W	12.00'
L6	S 77°44'00" E	12.00'
L7	N 77°44'00" W	12.00'




Timothy M. Schweppe, P.S. - 8410
tim@berdingsurveying.com

03/02/2023
Date

APPROVED BY THE CITY MANAGER, CITY OF FAIRFIELD, OHIO, PURSUANT TO ORDINANCE _____ ON THIS ____ DAY OF _____, 2023

By: _____
SCOTT W. TIMMER, CITY MANAGER

ENTERED FOR TRANSFER _____ A.D., 20____
TRANSFERRED _____ A.D., 20____

AUDITOR, BUTLER COUNTY, OHIO BY _____ DEPUTY

FILED FOR RECORD _____ AT _____ A.D., 20____
RECORDED _____ AT _____ A.D., 20____
PLAT ENVELOPE _____ PAGES _____

RECORDER, BUTLER COUNTY, OHIO BY _____ DEPUTY

FILE _____ FEE _____

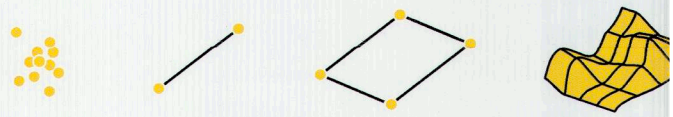
OCCUPATION
As Shown On Plat

50' Utility Easement Vacatio
Plat

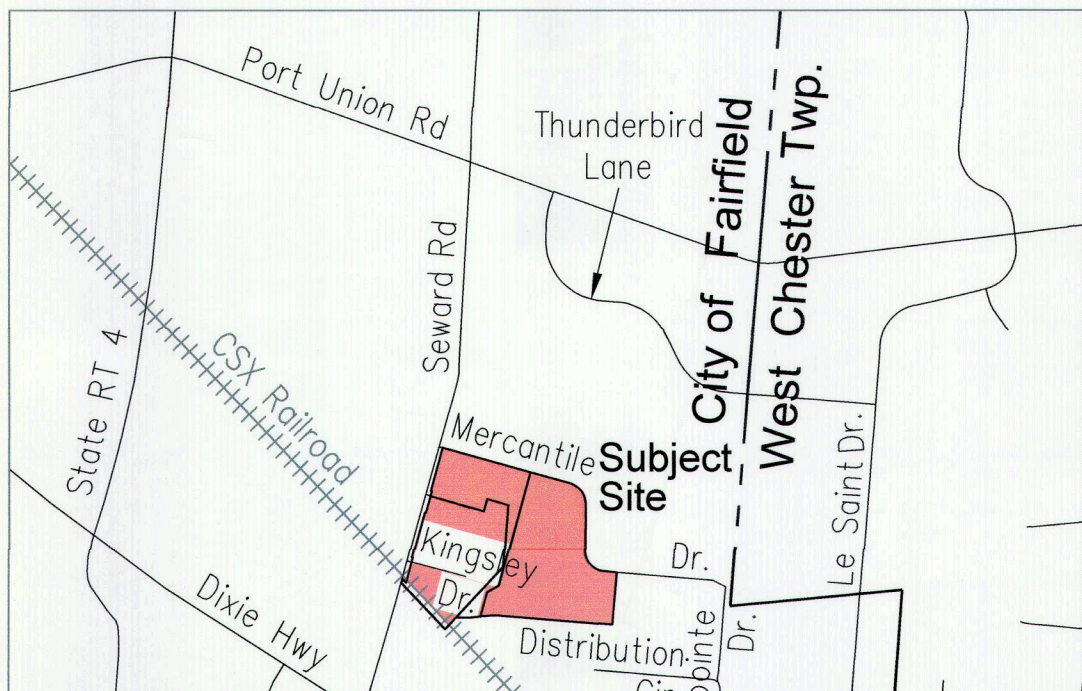
Survey Type
Ambrose Office
Seward Road
Job Name

Section 15, Town 2, Range
City of Fairfield
Butler County, Ohio

Site Location
MML | GJB | 1" = 100'
Drawn By _____ Checked By _____ Drawing Scale _____
02/23/2023 | 19098.15
Issue Date _____ Project Number _____



Berding Surveyin
GPS Surveying • 3D Laser Scanning
741 Main Street | Milford, OH 45150 | www.berdingsurveying.com
513.831.6761 fax | 513.831.5505 tel
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Vicinity Map-Not To Scale

Indicates existing Concrete Monument
Indicates existing Iron Pin with Cap, unless noted otherwise
Monument Legend

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	612.27'	40.56'	3°47'45"	S 84°15'12" W	40.56'
C2	385.28'	38.57'	5°44'09"	S 89°01'06" W	38.55'



Revisions



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Community Arts Center Upgrades and Improvements (Community Room Divider)

Legislation Title:

Ordinance to authorize the City Manager to enter into an agreement with Ascent Specialities, LLC for the purchase and installation of a Kwik Wall dividing wall system in the Community Arts Center Community Room.

Recommendation:

It is recommended that City Council authorize an appropriation of \$67,800.00 from the Capital Fund (\$64,187.60 with \$3,612.40 for contingencies and other Community Arts Center needs) for the purchase of Community Arts Center upgrades and improvements.

Background/Synopsis:

This project is for improvements/upgrades/replacement of items at the Community Arts Center.

This request is to replace the motorized dividing wall in the community room on the second level of the Community Arts Center with a manually operated system.

The existing changeable dividing wall was original to the building and the vendor being used is the proprietary local installer for the Kwik Wall manufactured system (the dividing wall system that was originally selected with the construction of the building).

Attached is the detailed pricing and work descriptions for this item. One replacement partition was previously purchased and that is why two partition enclosures are needed at this time.

The project is programmed in the 2023-2027 CIP as 3PR01 Community Arts Center.

Financial Impact:

\$67,8000.00 from the Capital Fund (\$64,187.60 with \$3,612.40 for contingencies and other Community Arts Center needs).

Emergency Provision Explanation:

A suspension of rules is being requested so the supplier can get materials on order due to potentially long lead times.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Room Dividing Wall Cost Estimate
2. Ascent Specalties LLC-ORD

Ascent Specialties LLC
 10612 Millington Ct.
 Blue Ash, OH 45242
 513.505.9161
Jacob@theascentteam.com



Quote

Fairfield Community Center

Date: 3/22/2023

Operable Wall				
Description	Qty	UM	Manufacturer	Model
- 36'-0" W x 9'-2" H Operable Partition	1	EA	Kwik Wall	Model 3030 - Plastic Laminate Facing
		Subtotal	\$ 38,730.40	
		Sales Tax	\$ -	
		Total	\$ 38,730.40	

Pocket Doors				
Description	Qty	UM	Manufacturer	Model
- Double Door Expander Pocket Enclosure	1	EA	Kwik Wall	Plastic Laminate Facing
		Subtotal	\$ 12,728.60	
		Sales Tax	\$ -	
		Total	\$ 12,728.60	

Pocket Doors				
Description	Qty	UM	Manufacturer	Model
- Double Door Expander Pocket Enclosure	1	EA	Kwik Wall	Plastic Laminate Facing
		Subtotal	\$ 12,728.60	
		Sales Tax	\$ -	
		Total	\$ 12,728.60	

Note:

- Quote includes door pocket doors for both operable walls.
- Quote includes reutilizing existing track and carriers.

This is a quotation on the goods named, subject to the conditions noted below:

- Items not specifically listed or quantified above are excluded.
- General Contractor to confirm quantities and specifications prior to acceptance of quote.
- Blocking to be furnished and installed by others.
- Quote includes single delivery to project site. GC/CM to provide on-site storage area for material.
- Payment Terms net 10.

Attachment: Room Dividing Wall Cost Estimate (3526 : Community Arts Center Upgrades and Improvements (Community Room Divider))

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ASCENT SPECIALTIES, LLC FOR THE PURCHASE AND INSTALLATION OF A KWIK WALL DIVIDING WALL SYSTEM IN THE COMMUNITY ARTS CENTER COMMUNITY ROOM.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Ascent Specialties, LLC for the purchase and installation of a Kwik Wall dividing wall system in the Community Arts Center Community Room in accordance with the quote on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Ascent Specialties LLC-Ord

Attachment: Ascent Specialties LLC-ORD (3526 : Community Arts Center Upgrades and Improvements (Community Room Divider))



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Gilbert Park Pickleball Courts Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Prodigy Building Solutions, LLC for the Gilbert Park Pickleball Courts Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize an appropriation of \$175,000.00 from the Capital Improvement Fund. It is further recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Prodigy Building Solutions, LLC, West Chester, Ohio for this project.

Background/Synopsis:

This project is to renovate the existing courts at Gilbert Park with new fencing, asphalt, drainage, and playing court coating.

The project will replace two tennis courts which will originally installed circa 1990 with six pickleball courts just south of the Elisha Morgan Mansion.

The entire project will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with The Ohio Purchasing Council (TOP-C) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio. The Ohio Purchasing Council (TOP-C) was formed by two Ohio School Districts, Patrick Henry Local and Greeneview Local School Districts. Members of TOP-C include the City of Fairfield Local School District, the City of Hamilton Local School District, Lakota Local School District, Ross Local School District, and Middletown Local School District. Prodigy Building Solutions LLC, West Chester, Ohio has performed contractual work for all of the aforementioned entities. TOP-C Price Contract #2021-006-001B was used by Prodigy Building Solutions to provide the total cost.

The project is programmed in the 2023-2027 CIP as 3PW25 Gilbert Park Multi-Use Courts.

Financial Impact:

\$175,000.00 (\$168,964.19 with \$6,035.81 for contingencies and other Parks Department needs) from the Capital Improvement Fund.

Emergency Provision Explanation:

A suspension of rules and emergency provision is being requested in order to hold pricing and purchase the materials to be installed in 2023 under the terms of the attached quotations.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Gilbert Park Pickleball Courts Contract Proposal
2. Prodigy Building Solutions LLC-Ord

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

Prepared For:

Mr. Ben Mann
City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

Date: February 23, 2023**Job Name:** Gilbert Park Pickleball Courts**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** The Ohio Purchasing Council: Contract 2021-006-001B

PROPOSAL SCOPE OF WORK

Project Address

Gilbert Park
6181 Ross Road
Fairfield, OH 45014

Scope Overview**Renovations to Pickleball Courts:****Fencing**

- Remove all existing fencing fabric
- Remove terminal posts bases from the four corners
- Cut existing 10' line posts on grade, grind to a dull edge
- Install new four foot perimeter fencing with new posts set in concrete with

Concrete Sleeve Replacement

- Sawcut and remove existing sleeves, spoils to be disposed of offsite or as directed
- Furnish and install of ODOT Class C concrete with fiber reinforcement additive
- Apply a light broom finish
- Apply Vocomp-25 Cure Seal

Underdrain in Blacktop

- Excavate to an average depth of 18" in locations according to the below diagram, spoils to be disposed of offsite or as directed
- Furnish and install 4" SDR 35 PVC perforated pipe bedded in ODOT #57 crushed limestone under court
- Furnish and install 4" SDR 35 PVC solid pipe bedded in ODOT #57 crushed limestone from elbow and joint
- Furnish and install #57 crushed limestone to bottom of the 301 asphalt base
- Furnish and install 5" of ODOT 301 asphalt base
- Furnish and install necessary ODOT asphalt surface course for leveling – approximately 2"

Milling and Surface Patching

- Chase cracks with 24" wide by 2" deep mill according to the below diagram – approximately 1,575 linear feet, focusing on the playing court areas
- Apply ODOT 407 tack coat
- Furnish and install 2" compacted of ODOT 448 asphalt surface

Asphalt Surface

- Apply ODOT 407 Tack Coat to entirety of courts
- Furnish and install 2" compacted of ODOT 448 asphalt surface

Color Coat

- Clean courts thoroughly
- Furnish and install 2 coats of Neyra Resurfacer
- Furnish and Install 3 coats of Neyra Dynaflex tennis court coating, using a two-color system with white lines

Attachment: Gilbert Park Pickleball Courts Contract Proposal (3531 : Gilbert Park Pickleball Courts Project)



Pink lines indicate crack chasing

Blue lines indicate underdrain system to be added, daylighted in the woods

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Class A Performance Bond is included
- Permits are not included, or needed
- Prevailing wages are included
- The below pricing does not include sales tax
- Any scope/service not listed is not included
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify if pricing after five days
- Controls programming will be done offsite and Customer agrees to provide VPN access for remote programming
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein


Payment Terms

The project cost is \$168,964.19 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: City of Fairfield

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRODIGY BUILDING SOLUTIONS, LLC STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions ("Terms") shall apply to all of the situations in which Prodigy Building Solutions, LLC ("Service Provider") is selling equipment or providing services to City of Fairfield ("Customer"). Collectively, Service Provider and Customer are referred as "Parties" and individually as "Party."

1. Customer retains Service Provider to provide the Services and Equipment as set forth in **Proposal Scope of Work** above and as set forth by the Parties in any mutually agreed upon statements of work.
2. Payment is due from Customer as set forth in **Payment Terms** above. Conditional credit may be extended by Service Provider, in its sole discretion, to Customer upon commercially reasonable proof of creditworthiness. It is Customer's responsibility to provide any applicable sales tax exemption certificates to Service Provider.
3. Customer agrees to provide reasonable access to the worksite. The Parties shall establish a mutually agreed upon installation schedule after Equipment is ordered and lead time is provided to Service Provider by its suppliers.
4. Service Provider is not responsible for the testing of, documentation of or removal of any hazardous or toxic materials from the worksite.
5. Service Provider may suspend or terminate its performance if Customer fails to perform under the Terms and Customer does not cure such failure to Service Provider's satisfaction within a period of 10 days after receipt of written notice from Service Provider.
6. With regard to any equipment, parts, hardware or accessories purchased or licensed by Service Provider from third-party manufacturers or licensors, Service Provider will assign all the original manufacturer's or licensor's warranties, to the extent permitted by law, to Customer. Customer shall be solely responsible for complying with the applicable terms and conditions, restrictions and limitations, usage instructions and safety warnings related to such items. Service Provider will not permit or cause the work to be performed in such a way that will invalidate any manufacturer's warranty.
7. Customer makes the following representations, warranties and covenants, as applicable: (1) Customer is an Ohio political subdivision duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the full power and authority to execute and deliver the Terms and to perform its obligations under these Terms; (2) Customer will give clear briefings and ensure that all the facts, information, intellectual property, materials, and documents provided by Customer are accurate, timely, non-infringing and in good condition; (3) Customer is solely responsible for any modifications to the Equipment and Services, or integration thereof with other equipment, products and systems made by any party other than Service Provider and (4) Customer will ensure that its employees and agents utilize all guards, mechanical, electronic and electrical safety systems, warning signs and other safety procedures and devices that are provided with, or are recommended to be used in conjunction with, the Equipment and will not disconnect, disassemble or use the Equipment without the same.
8. Customer is solely responsible for any modifications to or the integration of the Equipment and the Services with other equipment, products, and systems made by any party other than Service Provider.
9. Customer hereby assigns the PJM Interconnection LLC capacity rights of any demand savings created from the energy efficiency project to Contractor, to be offered into the PJM Reliability Pricing Model Capacity Market directly or by assigning to another PJM member.
10. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES PROVIDED IN THE UNIFORM COMMERCIAL CODE AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT, MERCHANTABILITY, QUALITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No guarantee has been made by the Service Provider regarding the performance of the installed equipment, including, but not limited to, energy savings or equipment life. Notwithstanding the foregoing, Service Provider warrants that the work will be performed with the ordinary care and skill exercised in the industry.**
11. **UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, USE, DATA OR LOST OPPORTUNITIES ARISING UNDER OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, EVEN IF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS IS KNOWN OR APPARENT TO SERVICE PROVIDER.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE EQUIPMENT AND SERVICES SHALL NOT EXCEED \$2,000,000 WITH RESPECT TO EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

12. These Terms set forth the entire agreement of the Parties with respect to the subject matter hereof. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. The Services and the rights, duties and obligations under the Terms may not be assigned by Customer without the prior written consent of Service Provider. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assigns. These Terms shall be governed by and interpreted and enforced in accordance with the laws of the State of Ohio, without regard to any principle of conflicts of law which would apply the laws of another jurisdiction. Any legal suit, action or proceeding arising out of or related to the Terms, Equipment, or the Services shall be instituted in the courts of the State of Ohio, in each case, applicable to Hamilton County, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceedings.
13. The Parties intend that these Terms shall exclusively control the relationship of the parties with respect to the Equipment and Services. In the event of any inconsistency between any quotation, purchase order, acknowledgement, invoice or acceptance form and these Terms, these Terms shall control and shall be binding on the Parties. The Parties hereto have agreed and it is their intent that the battle of the forms section of UCC § 2-207 (O.R.C. § 1302.10) shall not apply.
14. Service Provider shall not be responsible for failure to perform under the Terms or liable to Customer for any loss or damage due to causes beyond its reasonable control including, but not limited to, any of the following events: acts of God, fires, civil disobedience, war, acts of terrorism, riots, strikes, work stoppages, labor disputes, floods, delays caused by the other Party, delays caused by third-parties, changes in laws or other governmental requirements, unforeseeable local conditions, or shortages of labor or materials.
15. Service Provider is an independent Service Provider and is not to be deemed an employee of Customer or to be entitled to any benefits of employment offered by Customer to its employees.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH PRODIGY BUILDING SOLUTIONS, LLC FOR THE GILBERT
PARK PICKLEBALL COURTS PROJECT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Prodigy Building Solutions, LLC for the Gilbert Park Pickleball Courts Project in accordance with the quote on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that materials can be purchased and installed under the 2023 terms of the attached quote; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Prodigy Building Solutions LLC-Ord

Attachment: Prodigy Building Solutions LLC-Ord (3531 : Gilbert Park Pickleball Courts Project)



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Village Green Playground Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Landscape Structures Inc. and Forever Lawn of Ohio Inc. for the Village Green Playground Project and declaring an emergency.

Recommendation:

It is recommended that City Council authorize an appropriation of \$600,000.00 (\$500,000.00 from American Rescue Plan Act and \$100,000.00 from the Parks Recreation Fund) among two vendors as detailed in the financial impact section.

Background/Synopsis:

This project is to purchase and install a playground package designed by Landscape Structures Inc. specifically for the needs of the City of Fairfield's Village Green Park. This playground package is specific to the space available adjacent to the existing amphitheater and will have components for both 2-5 year old and 6-12 year old age groups, with the majority of the equipment being more suitable for the slightly older kids but not leaving out the younger kids. The intent of the project is to expand the options for the general public when coming to the Town Center area to enjoy events, participate in the DORA district, or to stop by on any given day.

The Playground Equipment and Installation is being purchased through the Landscape Structures, Inc., listed under the State of Ohio State Contract Index #STS640, Contract #800841 authorizing the use of state contract pricing by Municipal Corporations.

The Turf is being purchased through Forever Lawn of Ohio, Inc. under the Sourcewell joint purchasing program as referenced in the attached quotation. The City is utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions.

ForeverLawn is being selected to do the labor for this project as a proprietary installer of the synthetic turf being selected for use in this project.

The City of Fairfield is a Sourcewell participating agency.

The project is programmed in the 2023-2027 CIP as 3PR18 Village Green Park.

Financial Impact:

\$600,000.00 (\$500,000.00 from American Rescue Plan Act and \$100,000.00 from the Parks Recreation Fund) among two vendors as detailed below.

\$460,000.00 for Landscape Structures Inc. (\$432,234.00 for Playground equipment and installation with an Ohio State Contract discount of \$14,278.00 purchased through State Contract #800841 from Landscape Structures Inc. and \$42,044.00 for contingencies and other Parks Department needs).

\$94,000.00 for Forever Lawn of Ohio Inc. (\$84,403.02 for Playground synthetic turf under Sourcewell 031622-FVL with a \$3,246.27 (4%) discount and \$12,843.25 for contingencies and other Parks Department needs).

\$46,000.00 for Forever Lawn of Ohio Inc. (\$44,631.65 for Installation of Playground synthetic turf and \$1,368.35 for contingencies and other Parks Department needs).

Emergency Provision Explanation:

A suspension of rules and emergency provision is being requested in order to purchase the equipment and have installed in 2023 under the terms of the attached quotation.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. FField VlgGreen PWR Proposal
2. 800841_STS640_STS_Terms_and_Conditions
3. 800841_STS640_Amendment_4
4. Turf Material through Sourcewell Village Green Park ForeverLawn
5. Turf Material Labor for Village Green Fairfield
6. Landscape Structures Inc.-Ord



Please make check payable to:
Landscape Structures, Inc
SDS 12-0395, PO Box 86
Minneapolis, MN 55486-0395 USA

Proposal

Date	Proposal #
3/20/2023	23-456-2

Bill To:
Fairfield Parks & Recreation Department Scott Timmer 5350 Pleasant Ave Fairfield, OH 45014 United States

Ship To
Fairfield Parks & Recreation Department Scott Timmer 5350 Pleasant Ave Fairfield, OH 45014 USA

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
	513-867-5350	(513) 867-6070	Net 30 w/ PO		TO

Item	Description	Qty	Weight	Price	Total
CUST23-49	Custom Park & Playground Package per design 1171212-01-05 Hillside RollerSlide Hillside Rickety Climber (2)Chill Spinners We-Go-Round Alpha Tower1 Crab Trap DB Only Full Set (8) Vibra Chimes Smart Play Motion w/Play Table (2) TT Coated bench 72" w back (3) 10 x 10 Skyways Cantilever Shade with 8'entry Age/Warning Appropriate Sign Professional Certified Installation at Prevailing Wage Rate Site Preparation and final clean up/restoration	1		421,768.00	421,768.00
Freight	Freight			10,466.00	10,466.00
Ohio State C...	Ohio State Contract, INDEX# STS640, CONTRACT# 800841			-14,278.00	-14,278.00

Proposal Good For 30 Days

Shipping Time: 10 weeks

Ship Via: Common Carrier

Please call 24 hours prior to delivery: _____

Customer signature below constitutes a purchase order.

Subtotal

Sales Tax (0.0%)

Total

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

Proposal

Date	Proposal #
3/20/2023	23-456-2

Bill To:
Fairfield Parks & Recreation Department Scott Timmer 5350 Pleasant Ave Fairfield, OH 45014 United States

Ship To
Fairfield Parks & Recreation Department Scott Timmer 5350 Pleasant Ave Fairfield, OH 45014 USA

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Robert Schappacher	513-867-5350	(513) 867-6070	Net 30 w/ PO		TO

[illegible]

Proposal Good For 30 Days
Shipping Time: 10 weeks
Ship Via: Common Carrier
Please call 24 hours prior to delivery:

Customer signature below constitutes a purchase order.

Subtotal	\$417,956.00
Sales Tax (0.0%)	\$0.00
Total	\$417,956.00

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

Attachment: FFld VlgGreen PWR Proposal (3518 : Village Green Playground Project)

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE TERM SCHEDULE – S&LG-BASED**

THIS CONTRACT is between the STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ("DAS"), GENERAL SERVICES DIVISION, OFFICE OF STATE PURCHASING, ON BEHALF OF THE STATE OF OHIO ("State"), with offices at 4200 Surface Road, Columbus, OH 43228 – 1395 and

_____ ("Contractor")
with Office(s) at _____.

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EXHIBITS

Exhibit 1 Contractor's Price List

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State will enter into a contract with the manufacturer provided that the manufacturer offers its goods and ancillary services at the same prices that the manufacturer offers those goods and services to its distributors, or if the manufacturer has no distributors, the prices that the manufacturer offers to its similarly situated most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customer's better support through dealers that have a local presence in the service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers. But, if the Contractor is not the manufacturer of the goods or services under this contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract and any extensions to meet the State's needs under the Contract and that the Contractor is an authorized dealer in the manufacturer's goods or services. The letter must identify each product or service that the Contractor will supply under this Contract. The letter must also contain an assurance of the availability through the dealer of repair and spare parts for equipment covered by this Contract for five (5) years from the date of purchase. It must also contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six (6) years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a permanent license fee of less than \$5,000.00 per copy.) The manufacturer's letter must be signed by an authorized official of the manufacturer and submitted with the executed copies of this Contract.

This state term contract (the "Contract") establishes terms and conditions under which a State agency (including any board, instrumentality or other political body) or political subdivision may acquire the Contractor's goods or services at the Contractor's best pricing. But this Contract only permits such; it in no manner obligates any State agency to do so.

STANDARD TERMS & CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of the current applicable biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION / SUSPENSION.

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of a default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. **Termination for Financial Instability.** The State may terminate this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current

- g. **Termination for Subcontractor Default.** The State may terminate this contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
 - h. **Termination for Failure to Retain Certification.** Pursuant to O.R.C. Section 123.151 and 123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the State may immediately cancel the contract.
 - i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. **LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

- A. **INVOICE REQUIREMENTS.** The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.
2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

- B. **PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the services is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payment will be paid in accordance with O.R.C. Section 126.30

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

- A. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

- B. **GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract. **Additionally**, with respect to the Contractor's activities under this Contract, the Contractor warrants that:
5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

- C. **INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Ohio Attorney General's Office. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

V. GENERAL PROVISIONS:

- A. AMENDMENTS.** No amendment or modification of this Contract will be effective unless it is in writing and issued by DAS.
- B. ANTITRUST ASSIGNMENT TO THE STATE.** Contractor assigns to the state of Ohio, through the Department of Administrative Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the state of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- C. ASSIGNMENT/DELEGATION.** The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- D. AUDITS.** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement.

The Contractor shall, for each subcontract in excess of two thousand five hundred dollars (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any other party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

- E. CONFIDENTIALITY.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be

served by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

- F. **CONTRACT CONSTRUCTION.** This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- G. **CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA.** As part of this Agreement, Contractor shall disclose the following:
1. The location(s) where all services will be performed; and
 2. The location(s) where any state data applicable to the contract will be maintained or made available; and
 3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

- H. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug – free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

- J. **USE OF EDGE VENDORS.** The State encourages Contractor to purchase goods and services from Encouraging Diversity, Growth, and Equity (EDGE) vendors.
- K. **FORCE MAJEURE.** If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- L. **GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect
- M. **HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- N. **NOTICES.** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.
- O. **ORDER OF PRIORITY.** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- P. **PUBLICITY.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

- Q. STRICT PERFORMANCE.** The failure of either party, at any time, to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- R. SUBCONTRACTING.** The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.
- S. SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this contract.
- T. TAXES.** The State is exempt from all state and local taxes and does not agree to pay any taxes.
- U. ELECTIONS LAW.** Contractor, by signature affixed on this document, hereby certifies that all applicable parties are in full compliance with O.R.C. Section 3517.13.

The Contractor is solely responsible to know the requirements and limitations set forth in O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, DAS shall deem the Contractor in breach. As such, DAS may deem the Contract invalid and immediately cancel the Contract. If DAS cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with O.R.C. Section 3517.13, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by the DAS or other governmental entities placing orders under the Contract. These additional costs include those costs associated with re-awarding the Contract and/or seeking replacement items related to the cancellation of the Contract and/or related purchase orders.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov

SPECIAL TERMS AND CONDITIONS

I. CONTRACT COMPLIANCE PROVISIONS:

- A. CONTRACT COMPLIANCE.** The participating state agency and/or political subdivision that utilize this State Term Schedule will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify the State through the Department of Administrative Services, Office of Procurement Services, by executing a Complaint to Vendor (CTV) to help resolve the infraction(s). The State will apply the terms and conditions of the Termination provision of this Contract to resolve the infractions(s).
- B. CERTIFICATION OF ACCURACY.** The Contractor hereby certifies the following:
1. The Contractor's prices under this Contract are the best prices for which it or any of its distributors has sold each product or provided each service to any of its or its distributor's similarly situated most favored customers within the year before the date the Contractor executed this Contract and added the product or service to this Contract.
 2. If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor warrants that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further represents and warrants that all future pricing information submitted to revise this Contract would also be true, correct, current, accurate, and complete.

- C. CONTRACTOR QUARTERLY SALES REPORT.** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

- D. CONTRACTOR REVENUE SHARE.** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

E. DELIVERABLES. Attached as Exhibit 1 is the Contractor's price list for the products and services that the Contractor may provide to the State under this Contract. For convenience, those goods and services are referred to as "Deliverables" under this Contract. The Contractor may not provide any other goods or services under this Contract without an amendment to this Contract. Also, the Contractor may not charge any other prices for these Deliverables other than the prices on the Exhibit 1. If Exhibit 1 contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, product/service description, and product/service prices, they are excluded from this Contract and are of no effect. The Contractor's price list attached as Exhibit 1 is identified as the following commercial price list(s).

F. INSURANCE. The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
2. Personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury of not less than \$1,000,000.00 combined single limit, and property damage of at least \$500,000.00 for any one (1) occurrence.

The Contractor will also furnish a certificate of insurance to the State for the required insurance evidencing coverage from an insurance carrier, or carriers authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carrier(s). The policy shall also be endorsed to include a blanket waiver of subrogation and provide thirty (30) days notice to the State before cancellation.

G. LEASES/FINANCING. The State may elect to obtain equipment and software on a finance/lease basis subject to the terms of the state of Ohio, Department of Administrative Services, Master Financing Agreement (Revised 01/20/02) or the Master Lease Agreement (Revised 04/24/02), when the parties execute the applicable agreement.

H. SPECIFIC CHANGES. The Contractor will not sell to the State any notebook computers with less than a 1.2 GHz internal clock-speed. The Contractor will not sell to the State any PCs or servers using CPUs with less than a 1.6 GHz internal clock speed. All such items listed in the Contractor's Price List are deleted for purposes of this contract.

The Contractor will not offer to the State any products that are not year 2000 compliant. All such items listed in the Contractor's Price List are deleted for purposes of this contract.

II. PARTIES TO THE CONTRACT:

A. DEALERS. The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, address, and telephone number of any such dealer, as well as the dealer's purchase order and payment address(s) and federal tax identification number. The Contractor must also submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Administrator, Office of State Purchasing.

In doing so, the Contractor warrants that:

1. The dealer has been given a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
2. Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
3. The Contractor agrees to remain liable under this Contract for the services of any dealer to perform and any breach of the dealer under this Contract.
4. Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
5. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor would indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

- B. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

- C. POLITICAL SUBDIVISIONS.** This Contract may be relied on by Ohio political subdivisions, including Ohio cities and counties ("Political Subdivisions"). Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor will look solely to the Political Subdivision's performance, including but not limited to payment, and will hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision where the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.

III. PRICING PROVISIONS:

- A. ECONOMIC PRICE ADJUSTMENT.** The State will be entitled to a price decrease any time the Contractor or any of its distributors sells a product or a service to any similarly situated most favored customer for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its distributors sells a product or provides a service to any customer or dealer for less than it is available to the State under this Contract, the Contractor must notify the State of that event within thirty (30) calendar days of its occurrence and immediately reduce the price of the affected goods or services to the State under this Contract. The Contractor will also notify the State within thirty (30) calendar days of any general reduction in the price of any product or service covered by this Contract even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State will ask to renegotiate the price under this Contract of the goods and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, the State will have the right, on notice to the Contractor, to immediately remove the affected products and services from this Contract.
- B. NOTIFICATION OF PRICE INCREASE.** If this Contract permits any price increases, the Contractor must notify the Department of Administrative Services, Office of State Purchasing and any affected State customers of the increase at least sixty (60) days before the effective date of the price increase. State customers must be notified at their purchase order "bill to" address contained in the applicable purchase order(s). This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

IV. MERCHANDISE PROVISIONS:

- A. EQUIPMENT WARRANTY.** If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties

apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform substantially in accordance with the user manuals, technical materials, and related writings published by the manufacturer with respect to the Equipment, or if that is not commercially practicable; then
2. Grant the State a refund equal to the amount the State paid for the Equipment.

For all Equipment, the warranty period will be the longer of one (1) year after acceptance or the Equipment's standard warranty period.

- B. PRODUCT RECALL.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the State through DAS, Office of State Purchasing and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.
- C. QUALITY ASSURANCE.** At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.
- D. RETURN GOODS POLICY.** The State will apply the following Return Goods Policy on all purchases made under the Contract. The Contractor acknowledges to have read, understood, and agrees to this Policy.
1. Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.
 2. Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.
 3. For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval form the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

V. MAINTENANCE PROVISIONS:

- A. EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical Equipment (use of the word "Equipment" means all the foregoing) as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will also include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications.

The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract. The following services are outside the scope of this Contract:

1. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
2. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe or included in the Contractor's proposal, or causes other than ordinary use of Equipment.
3. Furnishing platens, supplies, or accessories, making specification changes, or adding, or removing approved accessories, attachments or other devices except as set forth herein.
4. Maintenance or increase in maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
5. Activities required restoring the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying or performing any maintenance service on the Equipment.

- B. EQUIPMENT MAINTENANCE CONTINUITY.** This section applies if Equipment will be a Deliverable under this Contract. If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. But the State will also be entitled to the following items from the Contractor:

1. All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals and system and unit schematics with all changes noted.
2. A listing of suppliers capable of supplying necessary spare parts.
3. Adequate information to permit the State to have spare parts manufactured elsewhere; and
4. A listing of spare parts and their recommended replacement schedule that will enable the State to create a centralized inventory of spare parts.

Any information in items (1) through (4) above that are rightfully identified by the Contractor as proprietary information will be maintained in confidence by the State except where disclosure to a third-party is necessary for the State to continue the maintenance. However, the State will require any third-party to whom disclosure is made to agree to hold the proprietary information in confidence and to make no further disclosure of it. Further, the State agrees that any such proprietary information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed on completion of such use.

- C. EQUIPMENT MAINTENANCE STANDARDS.** This section applies if Equipment will be a Deliverable under this Contract. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight (8) hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight (8) hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

- D. MAINTENANCE ACCESS (GENERAL).** The section applies if any software or Equipment will be a Deliverable under this Contract. The State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires the Deliverable to be inoperable must be performed outside the State's customary working hours except when the Deliverable is already inoperable. Preventative or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.
- E. PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** This section applies if software or Equipment will be a Deliverable under this Contract. Maintenance will be available nine (9) working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be considered billable but will be included in the price of the maintenance.

VI. IT PROVISIONS:

- A. LICENSE IN COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copy able through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in Exhibit 1 or as an attachment referenced in Exhibit 1, if that scope of license is different than the scope of license contained in this section for Commercial Materials. Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the perpetual rights in item (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use.
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions; and
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions unless a statement substantially as follows accompanies the copyright notice: "Unpublished-rights reserved under the copyright laws of the United States". The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

In case any other scope of license (e.g., MIP's, tier, concurrent users, enterprise, site, or otherwise) the foregoing will apply except as modified expressly by the applicable license description, which must be incorporated as part of Exhibit 1. If the Contractor provides greater license rights in and item included in Exhibit 1 to its general customer base for the Software's list price, those additional license rights will also be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use if the use is other than a CPU license.

- B. SOFTWARE WARRANTY.** If Exhibit 1 includes work to develop custom software as a Deliverable, then, on delivery and for one (1) year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:
1. The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation.

2. The software will be free of any material defects.
3. The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code.
4. The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
5. The software and all maintenance will be provided in a professional, timely, and efficient manner.
For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor (if applicable) to make the following warranties and maintenance obligations directly to the State. During the warranty period described in the next paragraph, the Contractor will:
6. Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation.
7. Supply technical bulletins and updated user guides.
8. Supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code.
9. Correct or replace the software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
10. Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$5,000.00 per license or per copy, the warranty period will be the longer of one (1) year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$5,000.00 per license or per copy, the warranty period will be the longer of three (3) months after acceptance of the licensor's standard warranty period.

For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- C. **SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then, during the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor, within a reasonable time, provided that the State notifies the Contractors, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ work-arounds to fully use the software, Contractor will respond to requests for resolution within four (4) business hours and begin working on a proper solution within one (1) business day, dedicating the resources of one (1) qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor will respond within two (2) business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$5,000.00 per copy or license, the Contractor will provide maintenance during the warranty period at no cost to the State. That maintenance will be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. But, at a minimum, that maintenance program must include all new releases, updates, patches, and fixes to the commercial Software. It will also include a commitment to keep the software current with the operating environment in which it is designed to function and to correct material defects that the State finds in the software in a timely fashion.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the product for at least five (5) years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent (5%) annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one (1) of the following two (2) things: (a) give the State a

pro rata refund of the license fee based on a five (5) year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality Section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality Section requires the contractor to do in handling the State's Confidential Information. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$5,000.00 per copy or license, the Contractor will provide the maintenance and/or user assistance during the warranty period at no additional cost to the State that the Contractor or the third-party licensor makes generally available at no additional charge to its other customers. That maintenance will be the standard maintenance program that the licensor, whether the Contractor or a third-party, normally provides to its client base.

- D. UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform on which to use the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:
1. The Contractor's (or third party's) standard upgrade or migration fee.
 2. The upgrade or migration fee in Exhibit 1.
 3. Or the difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire. This will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$5,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee which is made available to other similarly situated most favored customers or dealers, as appropriate.

VII. OWNERSHIP/TITLE PROVISIONS:

- A. ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to thirty (30) days after installation to do this. The State will not issue a formal letter of acceptance, and passage of thirty (30) days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable does not meet the warranties in this Contract. If the State issues a letter of noncompliance, then the Contractor will have thirty (30) calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letters has been cured. If the problems have been fixed during the thirty (30) day period, the State will issue the acceptance letter within fifteen (15) days after all defect have been fixed.
- B. DELIVERIES.** All deliveries will be F.O.B. Destination. Freight Prepaid.
- C. OWNERSHIP OF DELIVERABLES.** Notwithstanding this contract cannot be used for software development, all custom work done by the Contractor and covered by this Contract will be treated as "work for hire" on behalf of the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in custom developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor will grant the State a worldwide, non-exclusive, royalty-free perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that and obtain written approval from the State for doing so in advance. On request of the Contractor, the State will incorporate any proprietary notice of the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

- D. **PASSAGE OF TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

VIII. GENERAL PROVISIONS:

- A. **CONTRACT RENEWAL.** This Contract may be renewed solely at the discretion of the Department of Administrative Services for a period of one month. Any further renewals will be by mutual agreement between the contractor and the Department of Administrative Services for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed two years.
- B. **CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board's continuing authorization to use state term contracts. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate, and the Contractor may not take any more orders under this Contract.
- C. **OHIO ETHICS.** Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.
- D. **OHIO PAYMENT CARD.** Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the Department of Administrative Services, Office of Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.
- E. **TRAVEL EXPENSES.** Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. All additional travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Rule 126-1-02 of the Ohio Administrative Code.
- F. **ENTIRE AGREEMENT.** This Contract consists of this document; the Contractor's offer letter, and if applicable the Contractor's letter(s) designating authorized dealers and Exhibit 1. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.
- G. **Expenditure of Public Funds on Offshore Services.** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

- H. **ORC 9.76 (B).** Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

Index No. STS640
Schedule No. 800841
Eff. Date 03/01/2023

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE NO. 4

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED
COOPERATIVE PURCHASING MEMBERS OF THE COOPERATIVE PURCHASING PROGRAM OF THE
DEPARTMENT OF ADMINISTRATIVE SERVICES, AS APPLICABLE

FROM: KATHLEEN C. MADDEN, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT NO. 800841
OAKS Vendor ID 0000141948 Landscape Structures Inc.

This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 03/01/23 through 02/29/24.

Additionally, this amendment is issued to: Include updated language regarding the Prohibition of the Expenditure of Public Funds for Offshore Services, remove sub-contractor Ickes Brothers Construction LLC, and update the price list effective with all orders issued on or after 03/01/23.

All other prices, terms and conditions remain unchanged.

This amendment, the Contract and any additional amendments thereto are available from the DAS website at the following address:
<http://www.ohio.gov/procure>

Attachment: 800841_STS640_Amendment_4 (3518 : Village Green Playground Project)



1900 Polaris Parkway
Columbus, Ohio 43240

Payments to;
Accounting Dept.
P.O. Box 212
Winesburg, Ohio 44690

Sourcewell 031622-FVL

Proposal Submitted To (Customer): City of Fairfield	Contact Name Benn	Date 03/27/23
Street 8870 North Gilmore Road	Phone 513-867-4213	
City, State, Zip City of Fairfield, Ohio 45104	Email bmann@fairfield-city.org	
Job Description New Playground	Job Location Village Green Park	Approximate size of Project 6,454 sq. ft.

General Description of Project

ForeverLawn of Ohio will provide 100% plastic perimeter boards, provide 3-4 inches of limestone drainage base, provide 1" Safety Foam Pro for a max fall height of 5', provide 1" Safety Foam Pro combined with 4" chunk rubber for a max fall height of 12', provide Playground Grass Ultra with antistatic and antimicrobial technologies, seamed with micromechanical seam tape reinforced with urethane glue, trimmed and stapled with stainless steel staples, final groomed with .075 of rubber infill as needed. *Note; Sub base must be 8 inches below finish grade and 90% compacted.*

Total Project

\$81,156.75 (approximately 4% less using Sourcewell)

Price good for 30 days. 50% deposit required upon acceptance.

Allow 7-9 weeks for ordering. Warranty does not cover turf melting from Low E windows.

Price does not include prevailing wage and does not include any dirt work outside of playground area.

This Proposal is subject to the Terms and Conditions accompanying this Proposal form.

FOREVERLAWN OF OHIO, INC.

By: _____

Its: _____

ACCEPTANCE

The undersigned accepts the foregoing proposal, represents that the signer is authorized to accept the same on behalf of the Customer, and acknowledges that signer has read the Terms and Conditions on the reverse hereof and accepts the same.

CUSTOMER

By: _____

Its: _____

Attachment: Turf Material through Sourcewell Village Green Park ForeverLawn (3518 : Village Green Playground Project)



1900 Polaris Parkway
Columbus, Ohio 43240

Payments to;
Accounting Dept.
P.O. Box 212
Winesburg, Ohio 44690

Proposal Submitted To (Customer): City of Fairfield	Contact Name Benn	Date 03/27/23
Street 8870 North Gilmore Road	Phone 513-867-4213	
City, State, Zip City of Fairfield, Ohio 45104	Email bmann@fairfield-city.org	
Job Description New Playground	Job Location Village Green Park	Approximate size of Project 6,454 sq. ft.

General Description of Project

ForeverLawn of Ohio will provide labor for turf installation, stone installation, perimeter board installation, infill installation on materials ordered through Sourcewell for this project. Proposal includes prevailing wage.

Total Project

\$44,631.65

Price good for 30 days. 50% deposit required upon acceptance.

Allow 7-9 weeks for ordering. Warranty does not cover turf melting from Low E windows.

Price does include prevailing wage and does not include any dirt work outside of playground area.

This Proposal is subject to the Terms and Conditions accompanying this Proposal form.

FOREVERLAWN OF OHIO, INC.

By: _____

Its: _____

ACCEPTANCE

The undersigned accepts the foregoing proposal, represents that the signer is authorized to accept the same on behalf of the Customer, and acknowledges that signer has read the Terms and Conditions on the reverse hereof and accepts the same.

CUSTOMER

By: _____

Its: _____

Attachment: Turf Material Labor for Village Green Fairfield (3518 : Village Green Playground Project)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LANDSCAPE STRUCTURES, INC. AND FOREVER LAWN OF OHIO, INC. FOR THE VILLAGE GREEN PLAYGROUND PROJECT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Landscape Structures, Inc. and Forever Lawn of Ohio, Inc. for the Village Green Playground Project in accordance with the proposals on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the materials can be purchased and installed in 2023 under the terms of the attached quote; 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 Action Item
Regular Meeting - April 10, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:

Michaels Billiards Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Michaels Billiards Inc. dba Michaels Billiards, 6625 Dixie Highway, Unit K, Fairfield, OH 45014 (Permit Class D5 & D6).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Michaels Billiards Inc. dba Michaels Billiards, 6625 Dixie Highway, Unit K, Fairfield, OH 45014 (Permit Class D5 & D6).

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

Financial Impact: No financial impact.

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. LiquorPermit.MichaelsBilliards

**DEPARTMENTAL
CORRESPONDENCE**

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

FROM: Alisha Wilson, Clerk of Council



DATE: March 23, 2023

SUBJECT: REQUEST FOR BACKGROUND CHECK – LIQUOR PERMIT

Attached is a liquor permit application in the name of Michaels Billiards Inc. dba Michaels Billiards, 6625 Dixie Highway, Unit K, Fairfield, OH 45014 (Permit Classes: D5 & D6).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, April 3** for the item to be added to Council's Regular Meeting agenda of Monday, April 10, 2023.

Thank you for your assistance.

c: Scott Timmer, City Manager
File

Attachment: LiquorPermit.MichaelsBilliards (3532 : Michaels Billiards Liquor Permit)

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

(614)644-2360 FAX(614)644-3166

TO

5909203		STCK		MICHAELS BILLIARDS INC DBA MICHAELS BILLIARDS 6625 DIXIE HWY UNIT K FAIRFIELD OH 45014
PERMIT NUMBER		TYPE		
ISSUE DATE				
05 14 2022				
FILING DATE				
D5 D6		PERMIT CLASSES		
09	011	A	F29256	
TAX DISTRICT		RECEIPT NO.		

FROM 03/17/2023

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



MAILED 03/17/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/17/2023

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 STCK 5909203

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014

For Questions call
(614) 644-3162
Office Hours -
8:00 a.m. - 5:00 p.m.

Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>

1 chK
#5796
\$100



APPLICATION FOR CHANGE OF CORPORATE STOCK OWNERSHIP
PROCESSING FEE \$100.00 CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING TRANSFER(S) OF STOCK

Permit Holder Name **MICHAELS BILLARDS INC** Liquor Permit Number(s) **5909203**

Permit Premises Address **6625 Dixie Hwy, Suite K, Fairfield, Ohio 45014**

Email Address: **t o n y g u i d i @ l i v e . c o m**

Attorney's Name, Address and Telephone Number (If represented)

Is Stock Traded on a National Exchange? ☐ YES ☒ NO

If YES, give Name of Exchange and Symbol

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION A: PREVIOUS 5% OR MORE STOCKHOLDERS			
Name	BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
1) Michael J Medley	10/06/44	[REDACTED]	100
2)			
3)			
4)			
5)			
SECTION B: REVISED 5% OR MORE STOCKHOLDERS			
Name	BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
1) Barbara A Medley	10/09/47	[REDACTED]	60
2) Anthony F Guidi	07/06/66	[REDACTED]	40
3)			
4)			
5)			

NOTE: If any Stockholder is a business entity, that entity must list it's federal tax identification number (FTI #) above.

TOTAL NUMBER OF SHARES ISSUED

100

LIST THE TOP FOUR OFFICERS OF THE CAPTIONED CORPORATION. IF AN OFFICE IS NOT HELD, PLEASE INDICATE BY WRITING "NONE"	Social Security Number	Birthdate
1) CEO/President Barbara A Medley	[REDACTED]	10/09/47
2) Vice-President None		
3) Secretary Anthony F Guidi	[REDACTED]	07/06/66
4) Treasurer Anthony F Guidi	[REDACTED]	07/06/66

FAIRFIELD

O H I O

DEPARTMENTAL CORRESPONDENCE

Date: 3/24/23

To: Alisha Wilson, Clerk of Council

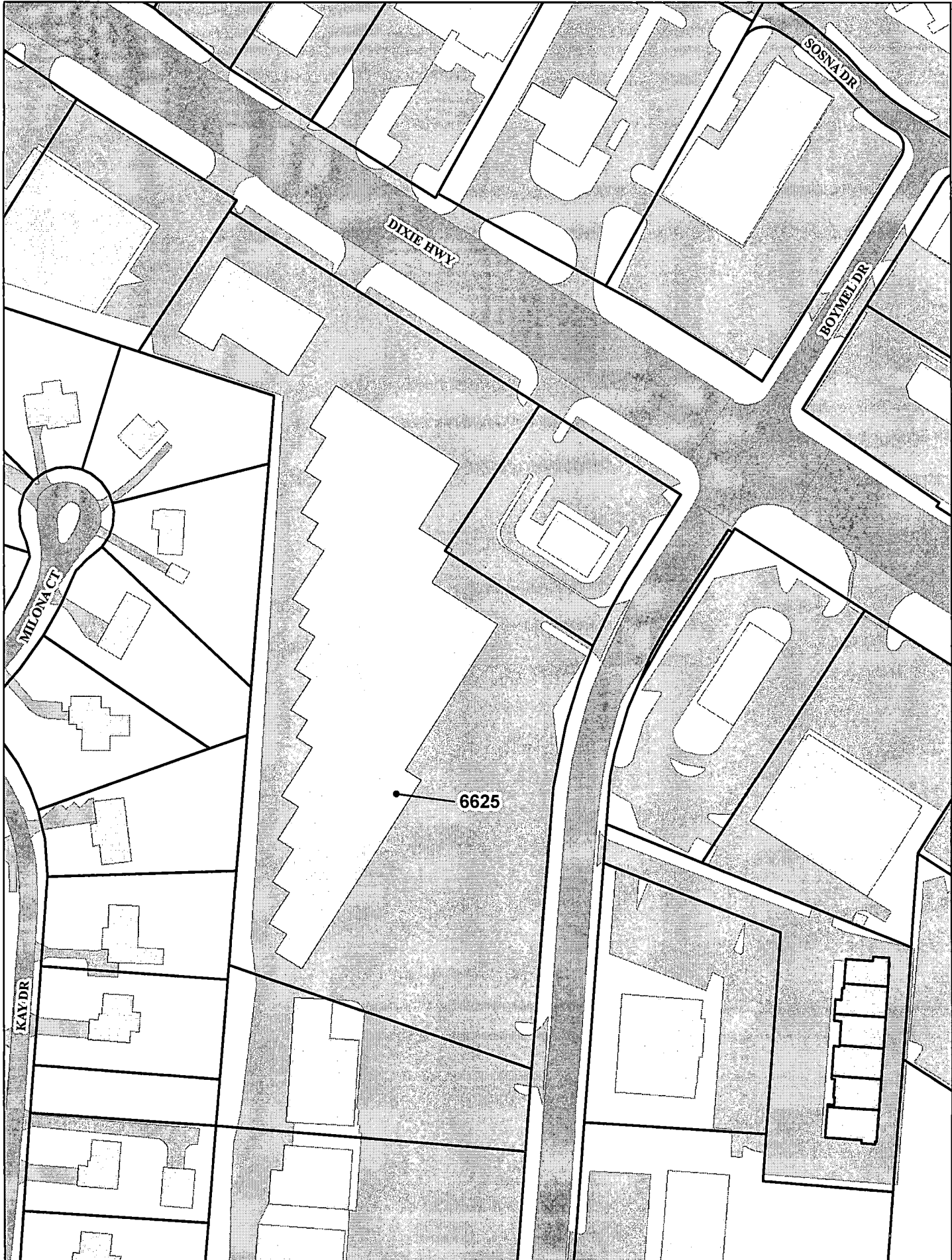
From: Greg Kathman, Development Services Director



Subject: Liquor Permit Application

The business located at 6625 Dixie Highway, Unit K, in the name of Michael's Billiards, Inc., is in the C-3, General Business District and is a conditional use as a billiard parlor.

Attachment: LiquorPermit.MichaelsBilliards (3532 : Michaels Billiards Liquor Permit)



Attachment: LiquorPermit.MichaelsBilliards (3532 : Michaels Billiards Liquor Permit)

NAME OF ESTABLISHMENT Michaels Billiards Inc

ADDRESS 6625 Dixie Highway, Unit K

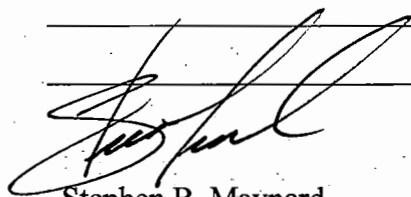
Fairfield, OH 45014

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? ☐ YES ☒ NO
2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? ☐ YES ☒ NO
3. Is there misrepresentation of material fact by applicant in making application to the Department? ☐ YES ☒ NO
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? ☐ YES ☒ NO
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? ☐ YES ☒ NO
6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? ☐ YES ☒ NO
7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? ☐ YES ☒ NO
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? ☐ YES ☒ NO

REMARKS:



Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: March 27, 2023

Attachment: Liquor Permit. Michaels Billiards (3532 : Michaels Billiards Liquor Permit)



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

CAD/RMS Project

Legislation Title:

Ordinance to authorize the City Manger to enter into a professional services agreement with Axon Enterprise, Inc. to provide Auto Tagging CAD Integration and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into a professional services agreement with Axon Enterprise located at 17800 N. 85th St. Scottsdale, Arizona 85255, to provide Auto Tagging CAD Integration for our Body and In-Car Cameras systems for the cost of \$32,350.08.

Background/Synopsis: We are currently in the process of updating our CAD/RMS software. This project will allow our current Body and In-Car Camera systems to integrate with our new CAD/RMS software.

Financial Impact: This purchase will be funded through the Capital Improvement Project, Fund 1PD03.

Emergency Provision Explanation: This software is necessary for the completion of the CAD/RMS project. That project is necessary for the overall function of our dispatch center and the delivery of public safety services.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Axon Interface Contract
2. Axon Enterprise Inc-Ord



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

Q-466015-45008.747KH

Issued: 03/23/2023

Quote Expiration: 04/30/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 199996

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Amy Mays Phone: Email: amays@fairfieldoh.gov Fax:

Quote Summary

Program Length	43 Months
TOTAL COST	\$32,350.08
ESTIMATED TOTAL W/ TAX	\$32,350.08

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$32,350.08	\$0.00	\$32,350.08
Total	\$32,350.08	\$0.00	\$32,350.08

Attachment: Axon Interface Contract (3521 : CAD/RMS Project)

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$32,350.08
\$32,350.08
\$32,350.08

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73682	AUTO TAGGING LICENSE	72	43		\$9.48	\$9.48	\$29,350.08	\$0.00	\$29,350.08
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$32,350.08	\$0.00	\$32,350.08

Attachment: Axon Interface Contract (3521 : CAD/RMS Project)

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AUTO TAGGING LICENSE	72	06/01/2023	12/31/2026

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1

Attachment: Axon Interface Contract (3521 : CAD/RMS Project)

Payment Details

May 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term To Year 2	73682	AUTO TAGGING LICENSE	72	\$29,350.08	\$0.00	\$29,350.08
Co-Term To Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$3,000.00	\$0.00	\$3,000.00
Total				\$32,350.08	\$0.00	\$32,350.08

Attachment: Axon Interface Contract (3521 : CAD/RMS Project)

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

3/23/2023



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AXON ENTERPRISE, INC. TO PROVIDE AUTO TAGGING CAD INTEGRATION AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a professional services agreement with Axon Enterprise, Inc. to provide auto tagging CAD integration in accordance with the agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that this purchase is necessary for the overall function of our dispatch center and the delivery of public safety services; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Axon Enterprises, Inc-Ord

Attachment: Axon Enterprise Inc-Ord (3521 : CADIRMS Project)



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Thomas Lakamp,
 Submitting Department: Fire

Subject:
 EMS UTV

Legislation Title:
 Ordinance to authorize the City Manager to enter into a purchasing agreement with Alternative Support Apparatus, LC dba ASAP - Off Road Specialty Vehicles for the purchase of an EMS Utility Task Vehicle and declaring an emergency.

Recommendation:
 It is recommended that Council authorize the City Manager to enter into a purchasing agreement with ASAP - Off-Road Specialty Vehicles located at 5609 Gundy Drive, Midvale, Ohio 44653 for the purchase of a MedStat UTV EMS vehicle.

Background/Synopsis: The EMS UTV will provide access to areas within the city that traditional medic units cannot access (Harbin Park, Village Green). The EMS UTV will provide the capability to provide EMS care and transport during events within the city in a protected environment. The EMS UTV will replace the disbanded bike medic team and require less training for medics and reduce the potential for injuries.

Financial Impact: \$75,309 from the Capital Improvement Fund, Project 3FD04

Emergency Provision Explanation: The immediate purchase of the EMS UTV will facilitate delivery for the 2024 summer special event season. (14-month production)

Rule Suspension Requested:
 Yes

Emergency Provision Needed:
 Yes

Attachments:

1. City of Fairfield MS 500 03 29 2023
2. Intimidator Sole Source Letter 01 10 2023
3. ASAP-Off Road Speciality Vehicles-Ord

3/29/2023 11:55

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 01/01/2023

**2023 MEDSTAT MS 500 QUOTE****DEALER: ASAP****CUSTOMER:**

City of Fairfield
 375 Niles Road
 Fairfield, Ohio 45014
 Tom Lakcamp 513-867-4253

DATE 3/29/2023
QUOTED BY S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
MS 500 BASE UNIT	\$71,266	1	\$71,266
CHASSIS AND CAB STANDARD FEATURES			
Modified Intimidator UTV Chassis			
Standard White Paint Color - Hood & Dash			
997cc gas liquid-cooled Electronic Fuel-Injected Power Plant			
On Demand Four Wheel Drive			
Fully Independent, Heavy Duty Suspension			
Power Steering			
Cab - Steel Mounted to ROPS Roll Bar w/ Windshield and Doors			
Windshield Wiper 270 Degree Sweep			
Mirrors - Lt & Rt & Rear View			
Deep Cycle Battery, On Board Dual Battery Charger, Manual Shoreline			
Skirting - Alum Tread Plate w/ Rear Step Bumper			
Auxiliary Switches - Four (4)			
Air Conditioning with 4000 Watt Generator 110/120v			
Insulation Package - Cab/Engine			
Siren and Speaker			
Backup Alarm			
PATIENT COMPARTMENT STANDARD FEATURES			
All Aluminum Welded Construction			
Heavy Duty Extruded Frame			
Painted Interior - Non-insulated surfaces			
Painted Exterior - White Standard			
Bench Seat - 60" w/ Seat Belts, Seat Pads, Built in Storage			
Cot Mounting System			
Door - Side Access Door to Bench Storage			
Door - Rear Hinged Wrap Around Style Double Doors			
Grab Handles - Interior (1) Entry Door and (1) Ceiling			
Windows - Tinted Auto Safety Glass w/ Slide Screen			
Insulation - Headliner Panel			
Insulation - Interior Wall Panels			
IV Holder - Rubber Style			
Outlet - 12 Volt Auxiliary			
ALS Cabinets Package - Upper & Lower			
LIGHTING STANDARD FEATURES			
LED Headlights			
LED Dome Lights - (1) in Cab, (1) in Patient Compartment			
LED Tail Lights			
LED Rear Scene/Load Light			
LED Turn Signals			
LED Emergency Lights - (1) Each Side, (2) Rear			
LED Light Bar (Front Facing)			
TIRES AND WHEELS STANDARD FEATURES			
Aluminum Wheels - 4 Wheels			
Off-Road Tires			
CHASSIS AND CAB OPTIONS			
Heater- Under Dash w/ Defrost Fan	\$1,233	1	\$1,233
Rear View Camera System	\$744	1	\$744
PATIENT COMPARTMENT OPTIONS			
110 Volt Heater	\$1,171	1	\$1,171
PAINT OPTIONS			
Custom Paint Color (Other Than Standard White) Paint Code _____	\$895	1	\$895
LIGHTING OPTIONS			
TIRE UPGRADE OPTIONS			
TOTAL MEDSTAT CUSTOMER PRICE			\$75,309
CUSTOMER REQUESTED ITEMS			
TOTAL PRICE TO CUSTOMER			\$75,309

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery

ASAP Prices are valid for 30 Days
 FOB Midvale, OH if No Shipping Fee is Quoted

FINANCING AVAILABLE*

Estimated Annual Payment (5 years)	\$17,472
Estimated Monthly Payment (60 months)	\$1,456
Contact ASAP for a Formal Quote	

Attachment: City of Fairfield MS 500 03 29 2023 (3525 : EMS UTV)

3/29/2023 11:55

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 01/01/2023

**2023 MEDSTAT MS 500 QUOTE****DEALER: ASAP****CUSTOMER:**

City of Fairfield

375 Niles Road

Fairfield, Ohio 45014

Tom Lakcamp 513-867-4253

DATE

3/29/2023

QUOTED BY

S. Carlisle

Accepted this _____ Day of _____, 2023

Signature _____

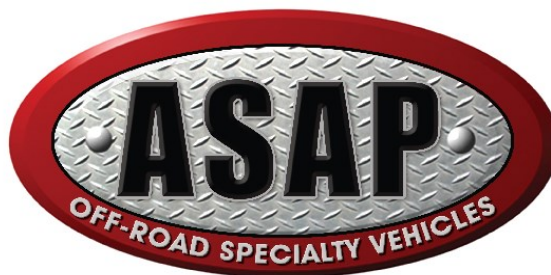
Title _____

Purchase Order No. _____

CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
-------------------------------	------------	--

*Results received from these estimates are designed for comparative purposes only, and accuracy is not guaranteed. Alternative Support Apparatus, LLC does not guarantee the accuracy of any information available on this financing quote, and is not responsible for any errors, omissions, or misrepresentations. All financing is handled through a third party. This calculator does not have the ability to pre-qualify you for any financing program. Qualification for loan programs may require additional information

Attachment: City of Fairfield MS 500 03 29 2023 (3525 : EMS UTV)



01/10/2023

To Whom It May Concern,

Alternative Support Apparatus LLC (ASAP) of 5609 Gundy Drive, Midvale, Ohio is the only company in the world that builds the ASAP MedStat off-road ambulance vehicle that features a fully enclosed patient compartment. This vehicle is built on a modified UTV chassis.

The ASAP MedStat is the only UTV based off-road ambulance vehicle that holds a US Patent (Patent No. 8,215,422 B2). This vehicle works hand-in-hand with your full-size ambulance and EMS fleet by providing a climate controlled enclosed environment for the patient, securely housing a full-size cot, and seating for up to two attendants and a driver. It also features a dedicated battery system to ensure the power you need for scene, search and emergency lights. The ASAP MedStat can meet your needs with its numerous standard features and an extensive list of options.

ASAP and Intimidator UTV products are all made in the United States of America.

A handwritten signature in black ink, appearing to read "Scott Carlisle", with a long, sweeping horizontal line extending to the right.

Scott Carlisle
General Manger
Alternative Support Apparatus LLC

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASING AGREEMENT WITH ALTERNATIVE SUPPORT APPARATUS, LC DBA ASAP-OFF ROAD SPECIALTY VEHICLES FOR THE PURCHASE OF AN EMS UTILITY TASK VEHICLE AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a purchasing agreement with Alternative Support Apparatus, LLC DBA ASAP-Off Road Specialty Vehicles for the purchase of an EMS Utility Task Vehicle in accordance with the quote on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that it is necessary so that the vehicle can be delivered in a timely manner and be available for the property and benefit of residents of the City of Fairfield, Ohio; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\ASAP-Off Road Specialty Vehicles-Ord

Attachment: ASAP-Off Road Specialty Vehicles-Ord (3525 : EMS UTV)



City Council Resolution
Regular Meeting - April 10, 2023

Submitted by: John Clemmons,
 Submitting Department: Legal

Subject:

Resolution to approve the proposed settlement with Teva, Allergan, CVS, Walgreens & Walmart ("Pharma

Legislation Title:

Resolution to accept and approve the material terms of the proposed settlement with Teva, Allergan, CVS, Walgreens & Walmart pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the National Opioid Settlement Agreement and authorize the Law Director or the City Manager to execute the Settlement Participation Form and declaring an emergency.

Recommendation:

It is recommended that Council adopt a resolution approving the proposed settlement with Teva, Allergan, CVS, Walgreens & Walmart ("Pharmacy Defendants"). The settlement is explained in the attached Exhibit 1.

Background/Synopsis:

The City is a participant in the national opioid litigation and counsel for the plaintiffs is recommending this settlement with the Pharmacy Defendants.

Financial Impact:

Depending upon levels of settlement participation by other political subdivisions, Fairfield's recovery is expected to be approximately \$500,000.00 paid over no more than 15 years.

Emergency Provision Explanation:

Approval is required on or before April 18, 2023.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2023-03-24 Pharmacy Defendants Summary of Settlements
2. Opioid Settlement-Res

Summary of National Settlements

The new settlement proposals concern CVS, Walgreens, Walmart, Teva, and Allergan. These proposed settlements will provide up to \$20 billion in additional funding. The proposed settlements also include changes in corporate behavior to address the issues raised in the litigation. The amounts and general timeframes of payments are below:

- **CVS**
 - Maximum national payment (assuming 100% participation): \$5,022,083,578
 - Timing: Paid over 10 years.
- **Walgreens**
 - Maximum national payment (assuming 100% participation): \$5,522,528,766
 - Timing: Paid over 15 years.
- **Walmart**
 - Maximum national payment (assuming 100% participation): \$3,011,242,061
 - Timing: Primarily paid within 3 years, but if participation levels are not met until later, payment can extend over 6 years.
- **Teva**
 - Maximum national payment (assuming 100% participation): \$4,246,567,371.76
 - Timing: Paid over 6 years.
- **Allergan**
 - Maximum national payment (assuming 100% participation): \$2,372,972,184.12
 - Timing: Paid over 7 years.

As a reminder, executive summaries, FAQs, explanatory charts, settlement agreements, and other state specific information is available at the newly designed national opioid settlement website – <https://nationalopioidsettlement.com>

CITY OF FAIRFIELD, OHIO
RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND APPROVE THE MATERIAL TERMS OF THE PROPOSED SETTLEMENT WITH TEVA, ALLERGEN, CVS, WALGREENS & WALMART PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE NATIONAL OPIOID SETTLEMENT AGREEMENT AND AUTHORIZE THE LAW DIRECTOR OR CITY MANAGER TO EXECUTE THE SETTLEMENT PARTICIPATION FORM AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio desires to approve and execute the Settlement Participation Form for the Settlement with Teva, Allergen, CVS, Walgreens & Walmart (collectively "Pharmacy Defendant's") pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the City of Fairfield, Ohio (herein "Municipality") is a municipal corporation formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of Fairfield, Ohio has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, this Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio; and

WHEREAS, a settlement proposal ("Proposed Settlement") is being presented to the State of Ohio and Local Governments by Teva, Allergen, CVS, Walgreens & Walmart (collectively "Pharmacy Defendant's") to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the Settlement Agreement with the

Pharmacy Defendants; and

WHEREAS, this Council wishes to agree to the material terms of the Proposed Settlement Agreement with the Pharmacy Defendants' (the "Proposed Settlement"):

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

- Section 1. Council hereby accepts and approves the Proposed Settlement on behalf of the City of Fairfield, Ohio, pursuant to the terms of the OneOhio MOU and the City Manager and/or Law Director is hereby authorized to execute the Settlement Participation Form and any and all other documents necessary to effectuate the Proposed Settlement.
- Section 2. It is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.
- Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio be expedited as soon as possible; wherefore, this Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Proposed Sidewalk along Busway Lane and North Gilmore Road

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Prus Construction for the proposed sidewalk along Busway Lane and North Gilmore Road (between the Freshman School and Crossroads Middle School)

Recommendation:

It is recommended that funding be appropriated in the amount of \$384,300.00 as described in the financial impact section 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 Prus Construction for this project.

Background/Synopsis:

There is a need for sidewalk to connect the High School and Freshman School to the Crossroads Middle School. This project will provide a sidewalk in compliance with current American with Disabilities Act (ADA) regulations. The path will create a continuous sidewalk along North Gilmore Road and Busway Lane picking up on North Gilmore Road where last year's sidewalk project left off. The first alternate is to include sidewalk on Holden Boulevard in front of the High School, connecting Compass Elementary if funding allows. This project will include solar warning signs for crossings on North Gilmore at Busway and on Donald at Busway.

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 area in accordance with what was identified as a priority in the City's recent active transportation plan – Fairfield Connects.

A public bid opening was held on March 27, 2023. Four (4) bids were received, opened and publicly read. The lowest and best complete bid was Prus Construction of Cincinnati, Ohio. The bid results are attached.

Financial Impact:

\$384,300.00 (\$338,682.65 base bid plus \$45,617.35 for alternates and contingencies).

\$331,300.00 from CDBG funding in 3PW22 and 3PW23 and \$23,000 from Capital funding in

3PW22 and \$30,000 from Street funding in 3PW23.

Emergency Provision Explanation:

A suspension of rules and immediate adoption is being requested so that the contractor can order the pedestrian warning devices as soon as possible.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. 2023 CDBG Sidewalk Project
2. 2023 CDBG Sidewalk
3. Prus Construction-Ord

City of Fairfield Bid Tabulation
 2023 CDBG Sidewalk Project
 Bid Opening: March 27, 2023
 Engineer's Estimate: \$364,672.00

				Ford Development Corp 11148 Woodward Ln Cincinnati, OH 45241 513-772-1521		Hendy Inc 7968 Wesselman Rd Cleveland, OH 45002 513-353-4400		Prus Construction 5325 Wooster Pike Cincinnati, OH 45226 513-321-7774		Adleta Construction PO Box 15872 Cincinnati, OH 45215 513-554-1469	
Item	Description	Est. Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
201	Clearing and Grubbing	1	Lump	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,800.00	\$ 4,800.00	\$ 13,226.17	\$ 13,226.17
202	Walk removed	331	SF	\$ 1.00	\$ 331.00	\$ 4.00	\$ 1,324.00	\$ 5.00	\$ 1,655.00	\$ 1.72	\$ 569.24
202	Curb removed	50	Ft	\$ 25.00	\$ 1,250.00	\$ 15.00	\$ 750.00	\$ 20.00	\$ 1,000.00	\$ 8.41	\$ 420.50
202	Curb and gutter removed	74	Ft	\$ 25.00	\$ 1,850.00	\$ 16.00	\$ 1,184.00	\$ 20.00	\$ 1,480.00	\$ 8.40	\$ 620.40
255	Full depth pavement sawing	52	Ft	\$ 5.00	\$ 260.00	\$ 4.00	\$ 208.00	\$ 2.25	\$ 117.00	\$ 7.89	\$ 409.08
608	4" Concrete walk	22,774	SF	\$ 12.00	\$ 273,288.00	\$ 11.15	\$ 253,930.10	\$ 9.10	\$ 207,243.40	\$ 12.63	\$ 287,663.56
608	7" Concrete walk, for curb ramps	253	SF	\$ 14.00	\$ 3,542.00	\$ 12.00	\$ 3,036.00	\$ 18.75	\$ 4,743.75	\$ 14.67	\$ 3,711.51
608	Curb ramp, as per plan - see note on page 2	9	Each	\$ 1,000.00	\$ 9,000.00	\$ 1,500.00	\$ 13,500.00	\$ 470.00	\$ 4,230.00	\$ 2,309.36	\$ 20,784.24
609	Curb, type 6	92	Ft	\$ 25.00	\$ 2,300.00	\$ 60.00	\$ 5,520.00	\$ 65.00	\$ 5,980.00	\$ 53.28	\$ 4,900.16
609	Curb and gutter, type 2	74	Ft	\$ 30.00	\$ 2,220.00	\$ 65.00	\$ 4,810.00	\$ 75.00	\$ 5,550.00	\$ 64.65	\$ 4,780.50
609	Modified type 6 "lawn" curb, as per plan as needed	200	Ft	\$ 25.00	\$ 5,000.00	\$ 40.00	\$ 8,000.00	\$ 40.00	\$ 8,000.00	\$ 75.75	\$ 15,150.00
611	Manhole, adjust to grade	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 875.00	\$ 875.00	\$ 1,133.11	\$ 1,133.11
630	Solar powered rectangular rapid flashing beacon, as per plan	4	Each	\$ 9,050.00	\$ 36,200.00	\$ 10,000.00	\$ 40,000.00	\$ 8,900.00	\$ 35,600.00	\$ 9,047.50	\$ 36,190.00
611	Solar powered advance rectangular rapid flashing beacon, as per plan	1	Each	\$ 7,125.00	\$ 7,125.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,122.50	\$ 7,122.50
659	Seeding and mulching	1,150	SY	\$ 2.00	\$ 2,300.00	\$ 4.00	\$ 4,600.00	\$ 5.75	\$ 6,612.50	\$ 5.50	\$ 6,337.50
644	Removal of pavement marking	32	Ft	\$ 23.00	\$ 736.00	\$ 14.00	\$ 448.00	\$ 23.00	\$ 736.00	\$ 11.00	\$ 352.00
644	Crosswalk marking (24" wide)	170	Ft	\$ 17.50	\$ 2,975.00	\$ 25.00	\$ 4,250.00	\$ 18.00	\$ 3,060.00	\$ 11.00	\$ 1,870.00
624	Mobilization	1	Lump	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,280.36	\$ 3,280.36
614	Maintaining traffic	1	Lump	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 30,000.00	\$ 30,000.00	\$ 19,319.64	\$ 19,319.64
Total Base Bid Amount					\$ 379,377.00		\$ 367,860.10		\$ 338,682.65		\$ 427,801.11
Alternate #1 Items (Holden Blvd)											
304	Clearing and grubbing	1	Lump	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,226.17	\$ 13,226.17
202	Walk removed	27	SF	\$ 1.00	\$ 27.00	\$ 4.00	\$ 108.00	\$ 10.00	\$ 270.00	\$ 1.71	\$ 46.17
608	4" Concrete walk	3,612	SF	\$ 12.00	\$ 43,344.00	\$ 11.15	\$ 40,273.80	\$ 9.15	\$ 33,049.80	\$ 11.47	\$ 41,418.56
614	Maintaining traffic	1	Lump	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 12,409.83	\$ 12,409.83
Alternate #1 Total					\$ 49,371.00		\$ 51,381.80		\$ 41,319.80		\$ 67,110.63
Alternate #2 Items (Route 4)											
304	Clearing and Grubbing	1	Lump	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,226.17	\$ 13,226.17
202	Curb and gutter removed	80	Ft	\$ 25.00	\$ 2,000.00	\$ 16.00	\$ 1,280.00	\$ 25.00	\$ 2,000.00	\$ 8.41	\$ 672.80
608	4" Concrete walk	2,663	SF	\$ 12.00	\$ 31,956.00	\$ 11.15	\$ 29,692.45	\$ 9.55	\$ 25,431.65	\$ 11.47	\$ 30,558.66
609	Curb and gutter, type 2	80	Ft	\$ 30.00	\$ 2,400.00	\$ 65.00	\$ 5,200.00	\$ 60.00	\$ 4,800.00	\$ 64.65	\$ 5,172.00
611	Catch basin, adjust to grade	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 950.00	\$ 950.00	\$ 676.68	\$ 676.68
614	Maintaining traffic	1	Lump	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,409.83	\$ 12,409.83
Alternate #2 Total					\$ 41,356.00		\$ 49,172.45		\$ 40,681.65		\$ 62,734.34

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: 2023 CDBG Sidewalk Project (3530 : Proposed Sidewalk along Busway Lane and North

PROJECT DESCRIPTION:

5489 FEET OF NEW SIDEWALK WILL BE INSTALLED ALONG BUSWAY LANE, HOLDEN BOULEVARD, NORTH GILMORE ROAD, DONALD DRIVE, AND ROUTE 4/DIXIE HIGHWAY TO IMPROVE PEDESTRIAN CONNECTIVITY IN THE VICINITY OF FOUR FAIRFIELD PUBLIC SCHOOLS AS CALLED FOR BY THE FAIRFIELD CONNECTS ACTIVE TRANSPORTATION PLAN. IN ADDITION TO NEW CONCRETE WALK, THE PROJECT INCLUDES NEW CURB, CURB RAMPS, AND CROSSWALKS WITH RECTANGULAR RAPID FLASHING BEACONS.

THIS PROJECT IS PRIMARILY FUNDED BY CDBG DOLLARS REQUESTED IN 2021.

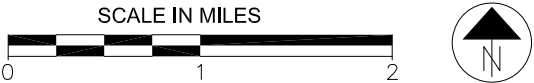
PROJECT EARTH DISTURBED AREA = 0.74 ACRES

2023 SPECIFICATIONS:

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.



LOCATION MAP



PORTION TO BE IMPROVED _____

OTHER ROADS _____

DESIGN DESIGNATION

CURRENT ADT (20XX) _____ N/A
DESIGN YEAR ADT (20XX) _____ N/A
DESIGN HOURLY VOLUME (20XX) _____ N/A
DIRECTIONAL DISTRIBUTION _____ N/A
DESIGN SPEED _____ N/A
LEGAL SPEED _____ N/A

DESIGN FUNCTIONAL CLASSIFICATION - _____ N/A

DESIGN EXCEPTIONS

NONE

INDEX OF SHEETS

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UNDERGROUND UTILITIES

TWO WORKING DAYS

BEFORE YOU DIG

CALL 1-800-362-2764 (TOLL FREE)

OHIO UTILITIES PROTECTION SERVICE

NON-MEMBERS

MUST BE CALLED DIRECTLY

PLAN PREPARED BY:



ENGINEERS SEAL:

SIGNED:

DATE: 03/01/2023

ENGINEERS SEAL:

SIGNED: _____

DATE: _____

STANDARD CONSTRUCTION DRAWINGS				SUPPLEMENTAL SPECIFICATIONS
DM-4.3	01/15/16			
DM-4.4	01/15/16			
BP-7.1	01/20/23			
MT-95.31	07/19/19			
MT-95.32	04/19/19			
MT-97.10	04/19/19			

APPROVED
DATE 03/01/2023
CITY OF FAIRFIELD
PUBLIC WORKS DIRECTOR

APPROVED
DATE 03/01/2023
CITY OF FAIRFIELD
CITY ENGINEER

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02/28/2023

CONSTRUCTION STATEMENT

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FAIRFIELD DESIGN, CONSTRUCTION, AND MATERIALS SPECIFICATION HANDBOOK, SIXTH EDITION AND THE CURRENT EDITION OF THE ODOT CONSTRUCTION AND MATERIALS SPECIFICATION. IF A DISCREPANCY EXISTS BETWEEN THE TWO, THE MORE STRICT REQUIREMENT SHALL GOVERN, UNLESS DIRECTION OTHERWISE BY THE CITY ENGINEER.

WORK LIMITS

WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE INSTALLATION AND OPERATION OF ALL TRAFFIC CONTROL AND TRAFFIC CONTROL DEVICES REQUIRED BY THE OMUTCD SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS.

ELECTRIC
DUKE ENERGY
2010 DATA AVE, EF324
CINCINNATI, OH 45207
CHRIS TEPE
513-514-8209

GAS
DUKE ENERGY
130 E. FOURTH ST, 460A
CINCINNATI, OH 45202
RICHARD HACKER
513-287-4653

TELEPHONE
CINCINNATI BELL
2010 DATA AVE, EF324
CINCINNATI, OH 45207
NANCY MORRIS
513-566-8039

WATER AND SANITARY
CITY OF FAIRFIELD
5021 GROH LANE
FAIRFIELD, OH 45014
MATT YOUNG
513-858-8328

CABLE TV
CHARTER COMMUNICATIONS
11252 CORNELL PARK DRIVE
CINCINNATI, OH 45242
PAUL BIRETTA
513-386-5808

STORM AND TRAFFIC FIBER
CITY OF FAIRFIELD
8870 N. GILMORE RD.
FAIRFIELD, OH 45014
NICHOLAS DILL
513-867-4221

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE OBTAINED FROM THE OWNERS OF THE UTILITY AS REQUIRED BY SEC. 153.64 ORC.

PROTECTION AND RESTORATION OF PROPERTY

THE CONTRACTOR SHALL COMPLY WITH THE ODOT CMS SECTION 107.10 WITH RESPECT TO THE PRESERVATION OF ADJACENT PROPERTY AND THE DISPOSITION OF MAILBOXES DURING THE CONSTRUCTION PERIOD.

THE CONTRACTOR SHALL ALSO REMOVE AND/OR REPLACE AT THE PROPERTY OWNERS' DISCRETION CURB BLOCKS, ROCKS, SMALL SIGNS, AND LANDSCAPE LIGHTS, ROCKS, AND TIMBERS AS NEEDED TO ACCOMPLISH THE WORK TO BE DONE. STORAGE FOR SUCH ITEMS THAT ARE TO BE REUSED AND REPLACED SHALL BE ON THE PROPERTY OF THE AFFECTED OWNER UNTIL ALL NECESSARY WORK IS COMPLERTE AND THE ITEM MAY BE REPLACED OR RELOCATED.

PAYMENT FOR ALL OF THE ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM 201 CLEARING AND GRUBBING.

SAW CUTTING EXISTING PAVEMENT

WHERE THE PLANS CALL FOR SAW CUTTING NEAT LINES ALONG THE STREET, AT THE END OF DRIVEWAYS, PARKING AREAS, AND SIDE ROADS, THE EXISTING PAVEMENT SHALL BE SAW CUT FULL DEPTH. THE COST OF SAW CUTTING THE PAVEMENT SHALL BE INCLUDED IN THE UNITY PRICE FOR ITEM 609 CURB.

REVIEW OF DRAINAGE FACILITIES

BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE CITY, REPRESENTATIVES OF THE CITY AND THE CONTRACTOR, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION SHALL BE ACCEPTED BY THE CITY.

ALL NEW CONDUITS, INLETS, CATCH BASINS, AND MANHOLES CONSTRUCTED AS PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEAN CONDITION BEFORE THE PROJECT WILL BE ACCEPTED BY THE CITY.

ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A GOOD CONDITION REASONABLY COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER.

DRIVE ACCESS COORDINATION

THE CONTRACTOR SHALL NOTIFY EACH PROPERTY OWNER A MINIMUM OF 3 DAYS IN ADVANCE OF ANY WORK INVOLVING THE OWNER'S DRIVE ACCESS. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO COORDINATE THE CONSTRUCTION OF THE DRIVEWAYS WITH PROPERTY OWNERS IN ORDER TO WORK OUT AN AGREEABLE SOLUTION WITH EACH OWNER TO MAINTAIN ACCESS TO AT LEAST 1 DRIVE DURING CONSTRUCTION. THE CONTRACTOR MAY USE MEDIUM SET CONCRETE FOR TEMPORARY ACCESS TO A PROPERTY. THE PAYMENT FOR ANY TEMPORARY PAVEMENT FOR DRIVE ACCESS SHALL BE INCLUDED IN THE LUMP SUM BID FOR ITEM 614, MAINTAINING TRAFFIC.

CONTINGENCY QUANTITIES

THE CONTRACTOR SHALL NOT ORDER MATERIALS OR PERFORM WORK LISTED IN THE GENERAL SUMMARY FOR ITEMS DESIGNATED BY PLAN NOTE TO BE USED "AS DIRECTED BY THE ENGINEER" UNLESS AUTHORIZED BY THE ENGINEER. THE ACTUAL WORK LOCATIONS AND QUANTITIES USED AT THE ENGINEER'S DISCRETION SHALL BE MADE A MATTER OF RECORD BY INCORPORATION INTO THE FINAL CHANGE ORDER GOVERNING COMPLETION OF THIS PROJECT.

ODOT STANDARD DRAWINGS

USE ALL ODOT STANDARD DRAWINGS APPLICABLE FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC.

CONCRETE REMOVAL AND LAWN RESTORATION

ALL DISTURBED YARD AREAS SHALL BE RESTORED TO GRADE, SEEDED, AND MULCHED PER ODOT ITEM 659 BEFORE THE WORK IS APPROVED FOR PAYMENT AND SHALL BE INCIDENTAL TO THE PERTINENT 608 ITEM.

JOINT SEAL

ALL FEATHER OR BUTT JOINTS SHALL BE AS PER ODOT STANDARD CONSTRUCTION DRAWINGS BP3.1 AND IN ADDITION, SHALL INCLUDED A 4" WIDE STRIP OF ASPHALT CEMENT 702.01 APPLIED TO THE SURFACE OF THE JOINT. JOINT SEAL SHALL ALSO BE APPLIED AT ALL LOCATIONS MEETING CURB AND GUTTER. PAYMENT SHALL INCLUDE ALL NECESSARY LABOR, EQUIPMENT, AND MATERIALS FOR THE WORK NOTED ABOVE.

GAS FACILITY NOTES:

- I. FOR GAS ENGINEER NOTIFICATION, AGREEMENTS, AND OFFICIAL CORRESPONDENCE, ADDRESS: DUKE ENERGY
GAS ENGINEERING DEPARTMENT
PO BOX 960, ROOM 460 ANNEX
CINCINNATI, OH 45201-0960
- II. THE GAS MAIN INFORMATION PROVIDED SHOWS THE APPROXIMATE LOCATIONS AND DEPTHS OF COVER AND IS PROVIDED TO COMPLY WITH STATUTORY REGULATIONS. THIS INFORMATION SHOULD BE USED ONLY FOR PLANNING, NOT CONSTRUCTION.
- III. ALL GAS MAIN DEPTHS OF COVER NOTED ARE APPROXIMATE DEPTHS OF COVER RECORDED AT THE TIME OF INSTALLATION. ANY RESULTING GRADE CHANGES SINCE THE TIME OF MAIN INSTALLATIONS WILL CAUSE THE EXISTING DEPTHS OF COVER TO BE DIFFERENT. EXTREME CARE MUST BE TAKEN TO ENSURE SAFE EXCAVATION WHEN APPROACHING KNOWN OR SUSPECTED GAS FACILITIES.
- IV. ALL GAS SERVICES WERE INSTALLED AT A MINIMUM OF 1'-6" OF COVER. SEE III ABOVE.
- V. FOR ADDITIONAL GAS FACILITY RECORD INFORMATION, CALL 513-287-2934
- VI. TO COMPLY WITH FEDERAL AND STATE REGULATION CONCERNING DAMAGE PREVENTION PROGRAMS, THE UTILITY COMPANIES MUST BE CONTACTED AT LEAST 48 HOURS PRIOR TO EXCAVATION BY CALLING THE OHIO AND KENTUCKY UTILITIES PROTECTION SERVICE AT 811.

ITEM 608 - CURB RAMP, AS PER PLAN

THIS ITEM OF WORK SHALL CONSIST OF THE WORK AS DESCRIBED IN THE ODOT CMS ITEM 608 WALKS, CURB RAMPS, AND STEPS, EXCEPT AS HEREIN MODIFIED:

ALL CONCRETE REQUIRED FOR THE CONSTRUCTION OF CURB RAMPS
WILL BE PAID FOR UNDER THE PERTINENT CONCRETE WALK ITEM.

TRUNCATED DOMES SHALL BE FEDERAL COLOR NO. 20109 AND BE MANUFACTURED BY ARMOUR TILE, ADA SOLUTIONS, TUFTILE, OR APPROVED EQUAL AND SHALL BE INSTALLED FOR A DISTANCE OF 24" FROM THE BACK OF CURB FOR THE ENTIRE WIDTH OF THE RAMP OPENING WHERE IT IS FLUSH WITH THE PAVEMENT.

REFERENCE ODOT STANDARD CONSTRUCTION DRAWING BP-7.1 FOR MORE INFORMATION.

PAYMENT FOR ITEM 608 CURB RAMP, AS PER PLAN, FOR OPERATIONS AS DESCRIBED ABOVE, SHALL BE AT THE CONTRACT EACH BID PRICE AND SHALL INCLUDED ALL LABOR, MATERIALS (**WITH THE EXCEPTION OF CONCRETE**), AND EQUIPMENT REQUIRED TO COMPLETE THIS ITEM OF WORK PER RAMP.

ITEM 609 - MODIFIED "LAWN" CURB, AS PER PLAN

REFERENCE FAIRFIELD STANDARD DRAWING 2020-007 AN ESTIMATED QUANTITY FOR THIS ITEM HAS BEEN PROVIDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER.

ITEM 609, MODIFIED "LAWN" CURB, TYPE 6, AS PER PLAN

ITEM 630 - SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON, AS PER PLAN

THIS ITEM OF WORK CONSISTS OF FURNISHING AND INSTALLING A SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY. THE FLASHING UNIT SHALL BE 2-SIDED LED, SOLAR POWERED, AND PEDESTRIAN ACTIVATED. MULTIPLE UNITS SHALL BE WIRELESS CONTROLLED AND SYNCHRONIZED. INCLUDED SIGNS SHALL BE W11-2 AND W16-7P. THE UNIT SHALL BE A CARMANAH R920-E RRFB SIGN ASSEMBLY.

PAYMENT FOR ITEM 630 - SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON, AS PER PLAN SHALL BE AT THE CONTRACT EACH BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO COMPLETE THIS ITEM OF WORK PER RRFB.

ITEM 630 - SOLAR-POWERED ADVANCED WARNING RECTANGULAR RAPID FLASHING BEACON, AS PER PLAN

THIS ITEM OF WORK CONSISTS OF FURNISHING AND INSTALLING A SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY. THE FLASHING UNIT SHALL BE 1-SIDED LED, SOLAR POWERED, AND WIRELESS CONTROLLED AND SYNCHRONIZED. INCLUDED SIGNS SHALL BE W11-2 AND W16-9P. THE UNIT SHALL BE A CARMANAH R920-E RRFB ADVANCED WARNING ARRANGEMENT.

THE EXACT PLACEMENT OF THIS ITEM SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE CITY FOR BEST POSSIBLE SIGHT DISTANCE FOR SOUTHBOUND TRAFFIC IN ADVANCE OF THE CROSSWALK. THE SPECIFIED UNIT HAS A LINE OF SIGHT RANGE OF 1000 FEET AND SHALL NOT BE PLACED BEYOND THIS DISTANCE.

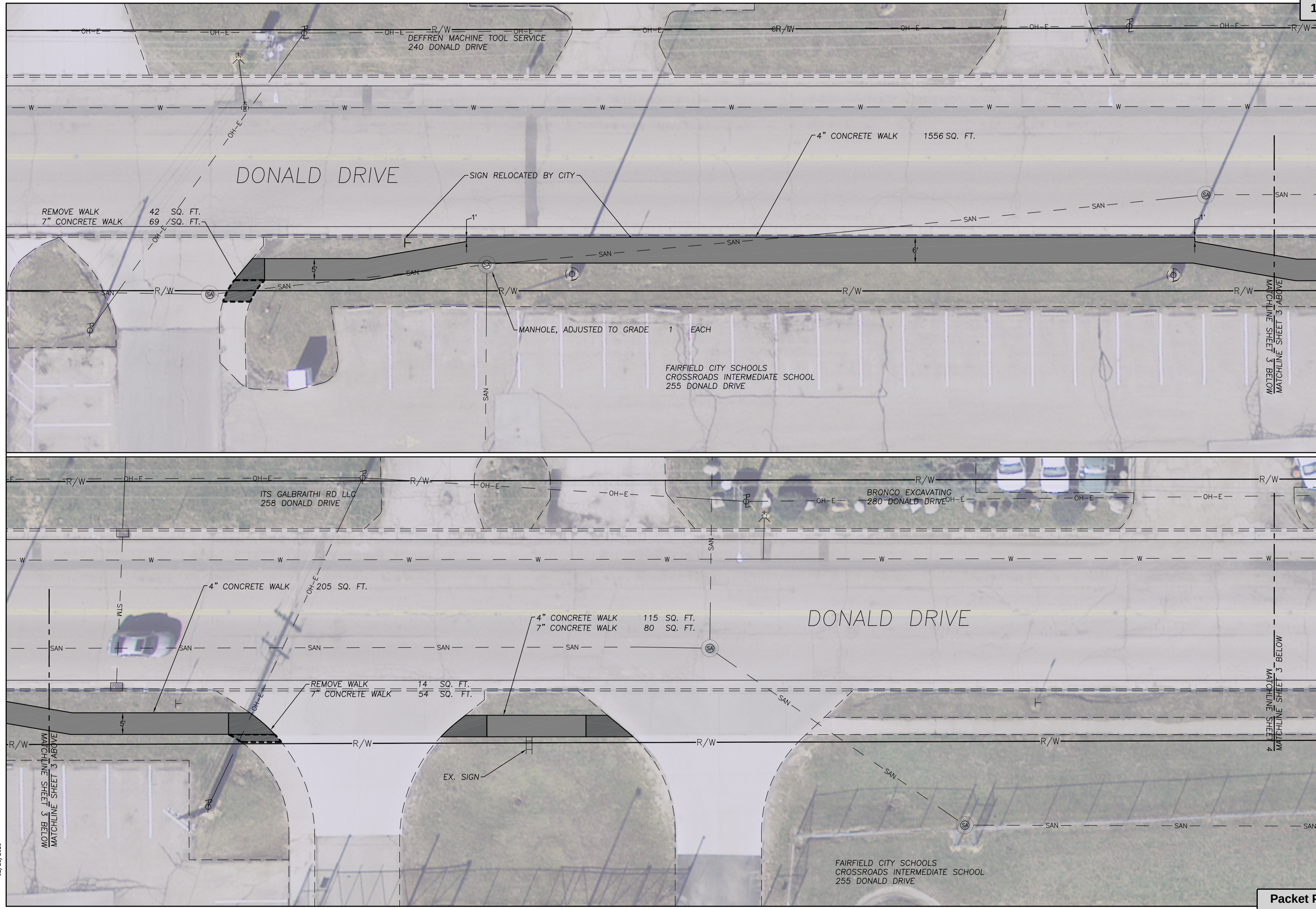
PAYMENT FOR ITEM 630 - SOLAR-POWERED ADVANCED WARNING RECTANGULAR RAPID FLASHING BEACON, AS PER PLAN SHALL BE AT THE CONTRACT EACH BID PRICE AND SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO COMPLETE THIS ITEM OF WORK PER RRFB.

ACCESSIBILITY

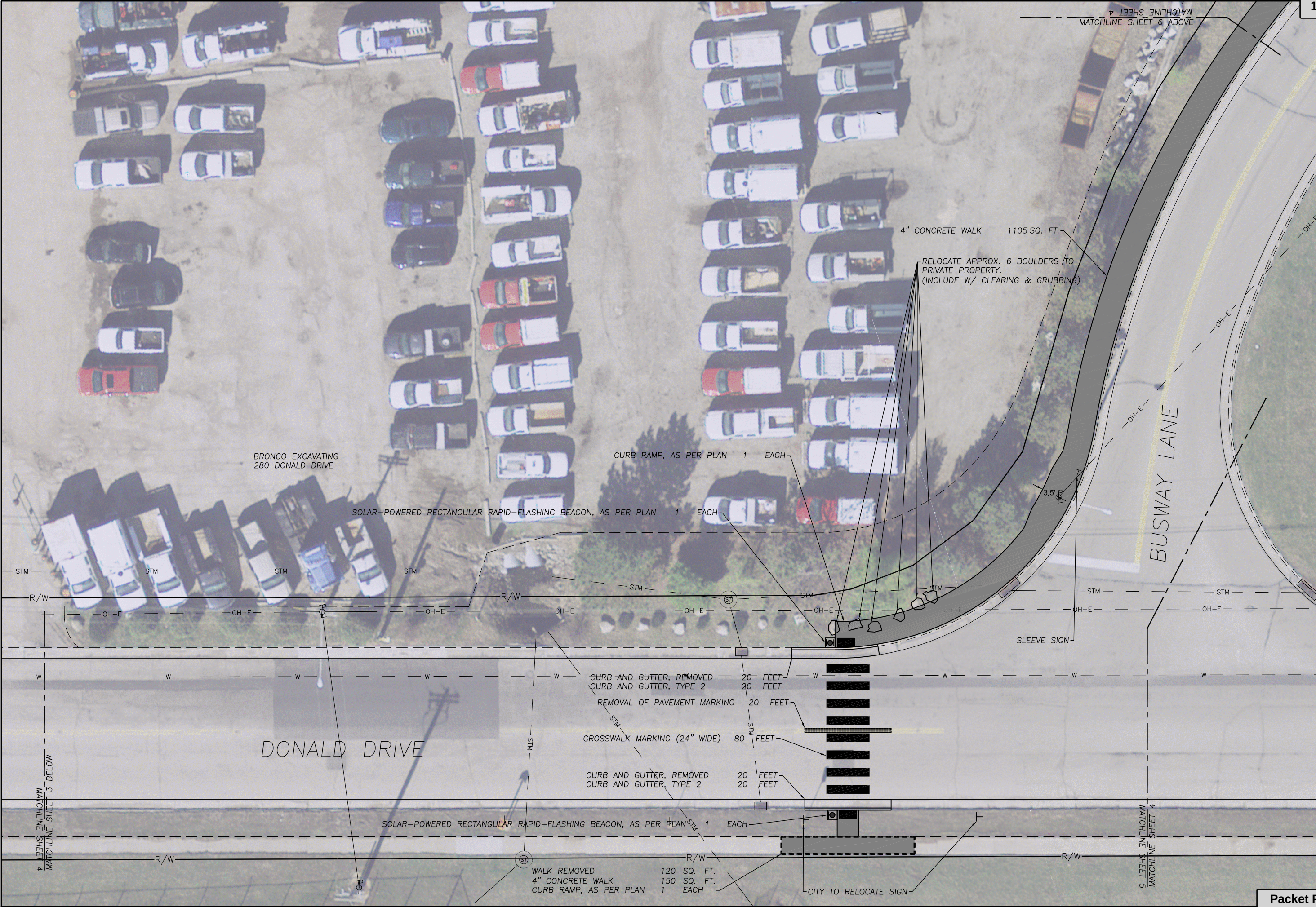
ALL SIDEWALKS, CURB RAMPS, AND CURB SHALL BE CONSTRUCTED TO MEET THE AMERICANS WITH DISABILITIES ACT GUIDELINES AS DESCRIBED IN THE LATEST REVISION OF PROWAG AND FAIRFIELD STANDARD DRAWING 2020-009.

GENERAL SUMMARY

REF. #	ITEM #	TOTAL	UNITS	DESCRIPTION
1	201	1	LUMP	CLEARING AND GRUBBING
2	202	331	SQ. FT.	WALK REMOVED
3	202	50	FEET	CURB REMOVED
4	202	74	FEET	CURB AND GUTTER REMOVED
5	255	52	FEET	FULL DEPTH PAVEMENT SAWING
6	608	22,774	SQ. FT.	4" CONCRETE WALK
7	608	253	SQ. FT.	7" CONCRETE WALK FOR CURB RAMPS
8	608	9	EACH	CURB RAMP, AS PER PLAN
9	609	92	FEET	CURB, TYPE 6
10	609	74	FEET	CURB AND GUTTER, TYPE 2
11	609	200	FEET	MODIFIED "LAWN" CURB, TYPE 6, AS PER PLAN
12	611	1	EACH	MANHOLE, ADJUST TO GRADE
13	630	4	EACH	SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON, AS PER PLAN
14	630	1	EACH	SOLAR POWERED ADVANCE RECTANGULAR RAPID FLASHING BEACON, AS PER PLAN
15	659	1,150	SQ. YD.	SEEDING AND MULCHING
16	644	32	FEET	REMOVAL OF PAVEMENT MARKING
17	644	170	FEET	CROSSWALK MARKING (24" WIDE)
18	624	1	LUMP	MOBILIZATION
19	614	1	LUMP	MAINTAINING TRAFFIC
				ALTERNATE #1
20	201	1	LUMP	CLEARING AND GRUBBING, ALTERNATE #1
21	202	27	SQ. FT.	WALK REMOVED, ALTERNATE #1
22	608	3,612	SQ. FT.	4" CONCRETE WALK, ALTERNATE #1
23	614	1	LUMP	MAINTAINING TRAFFIC, ALTERNATE #1
				ALTERNATE #2
24	201	1	LUMP	CLEARING AND GRUBBING, ALTERNATE #2
25	202	80	FEET	CURB AND GUTTER REMOVED, ALTERNATE #2
26	608	2,663	SQ. FT.	4" CONCRETE WALK, ALTERNATE #2
27	609	80	FEET	CURB AND GUTTER, TYPE 2, ALTERNATE #2
28	611	2	EACH	CATCH BASIN, ADJUST TO GRADE, ALTERNATE #2
29	614	1	LUMP	MAINTAINING TRAFFIC, ALTERNATE #2



02/28/2023



12.D.1.b

DRAWN BY: NW
CHECKED BY: BA



PLAN

2023 CDBG SIDEWALK
CITY OF ALBUQUERQUE

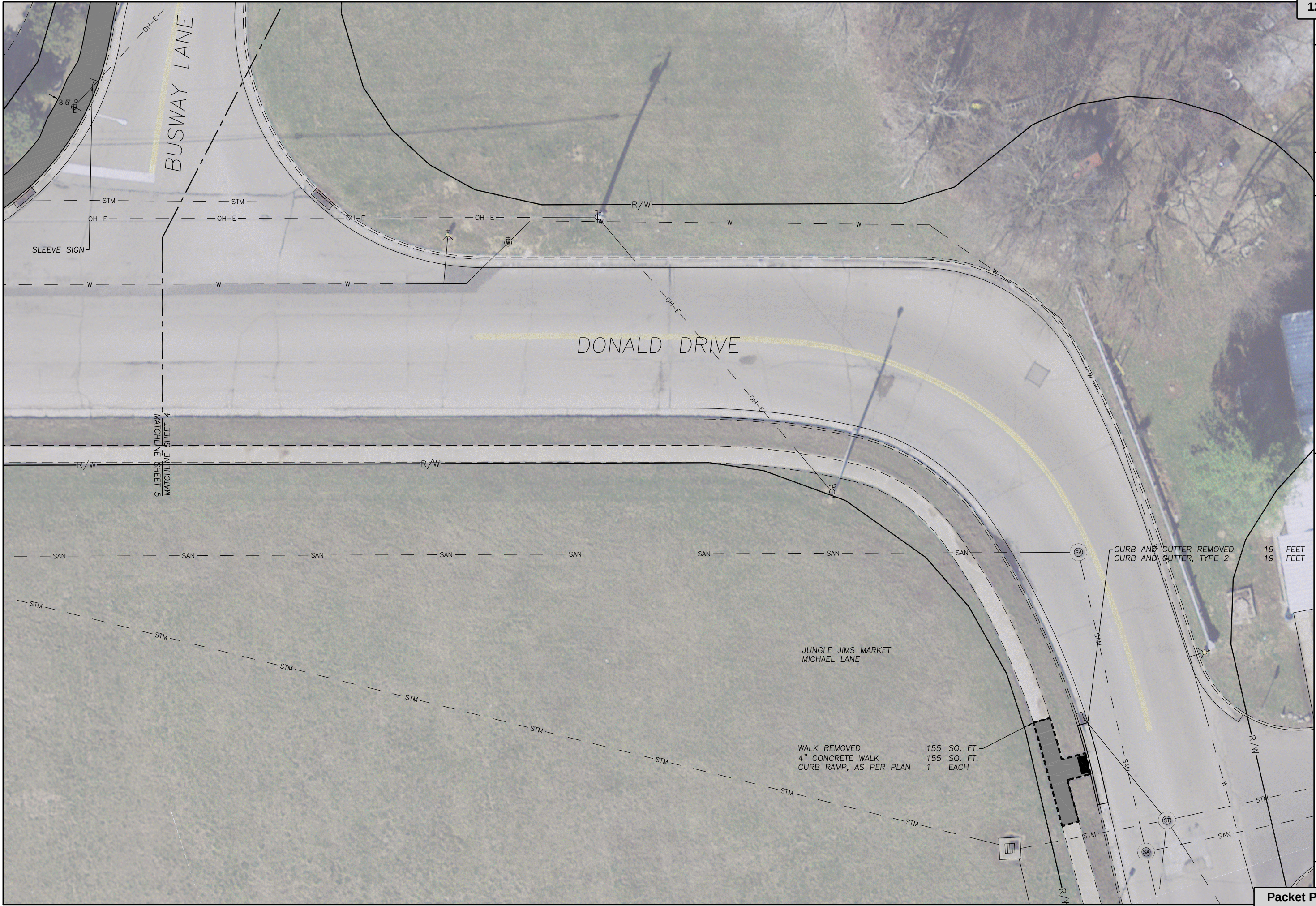
Attachment: 2023 CDBG Sidewalk (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)



4

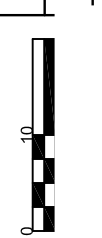
Packet Pg. 102

02/28/2023



12.D.1.b

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BY



PLAN

2023 CDBG SIDEWALK
CITY OF FAIRFAX

Attachment: 2023 CDBG Sidewalk (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)

5

Packet Pg. 103

02/28/2023



12.D.1.b

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PLAN

2023 CDBG SIDEWALK
CITY OF FAIRFAX
Attachment: 2023 CDBG Sidewalk (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)

6

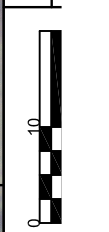
Packet Pg. 104

02/28/2023



12.D.1.b

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PLAN

2023 CDBG SIDEWALK
CITY OF ARLINGTON
Attachment: 2023 CDBG Sidewalk (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)

7

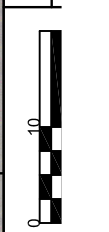
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02/28/2023



12.D.1.b

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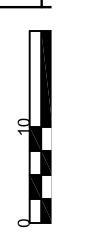
PLAN

2023 CDBG SIDEWALK
CITY OF AIRFORD

Attachment: 2023 CDBG Sidewalk (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)

Packet Pg. 106

02/28/2023



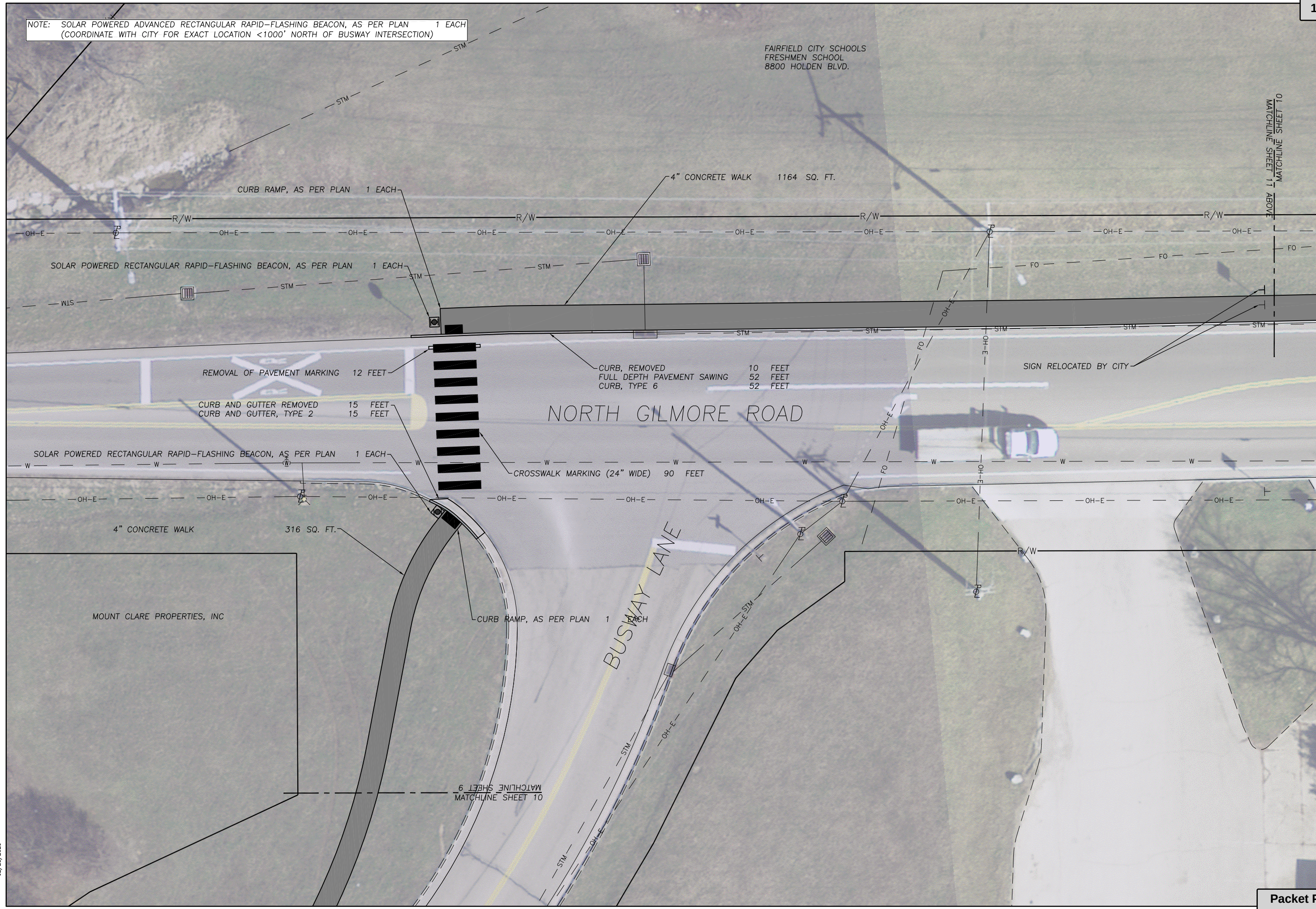
PLAN

2023 CDBG SIDEWALK
CITY OF FAIRFAX
Attachment: 2023 CDBG Sidewalk (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)

NOTE: SOLAR POWERED ADVANCED RECTANGULAR RAPID-FLASHING BEACON, AS PER PLAN 1 EACH
(COORDINATE WITH CITY FOR EXACT LOCATION <1000' NORTH OF BUSWAY INTERSECTION)

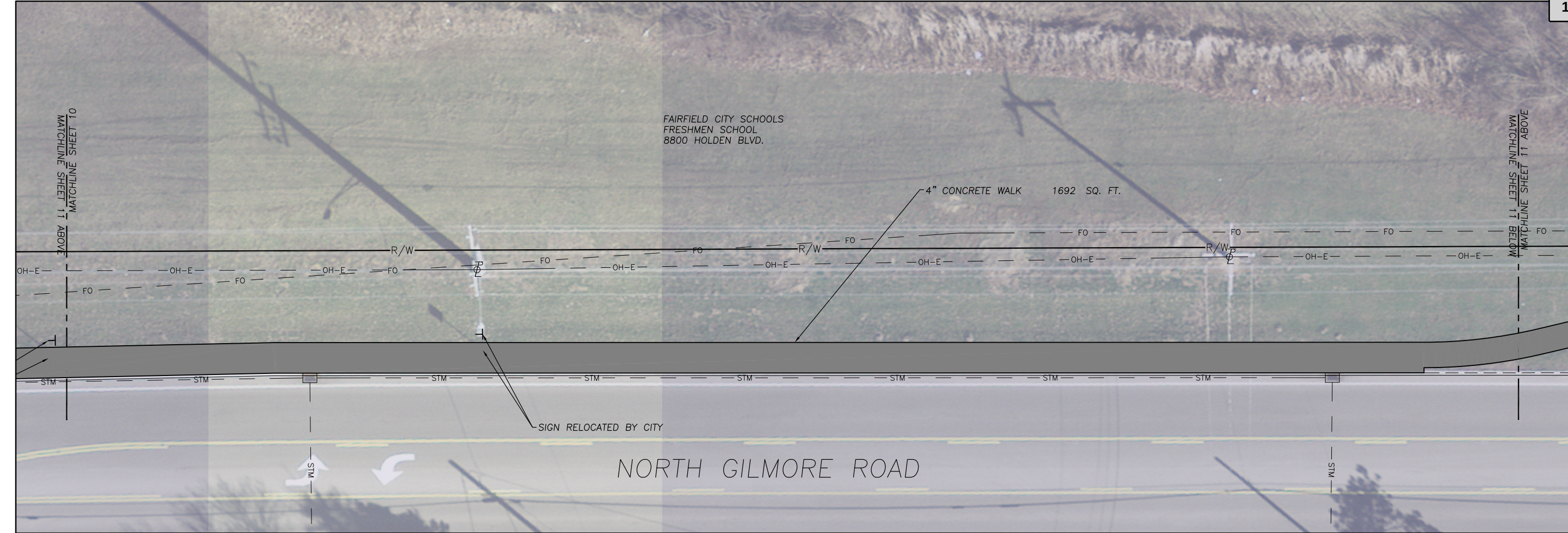
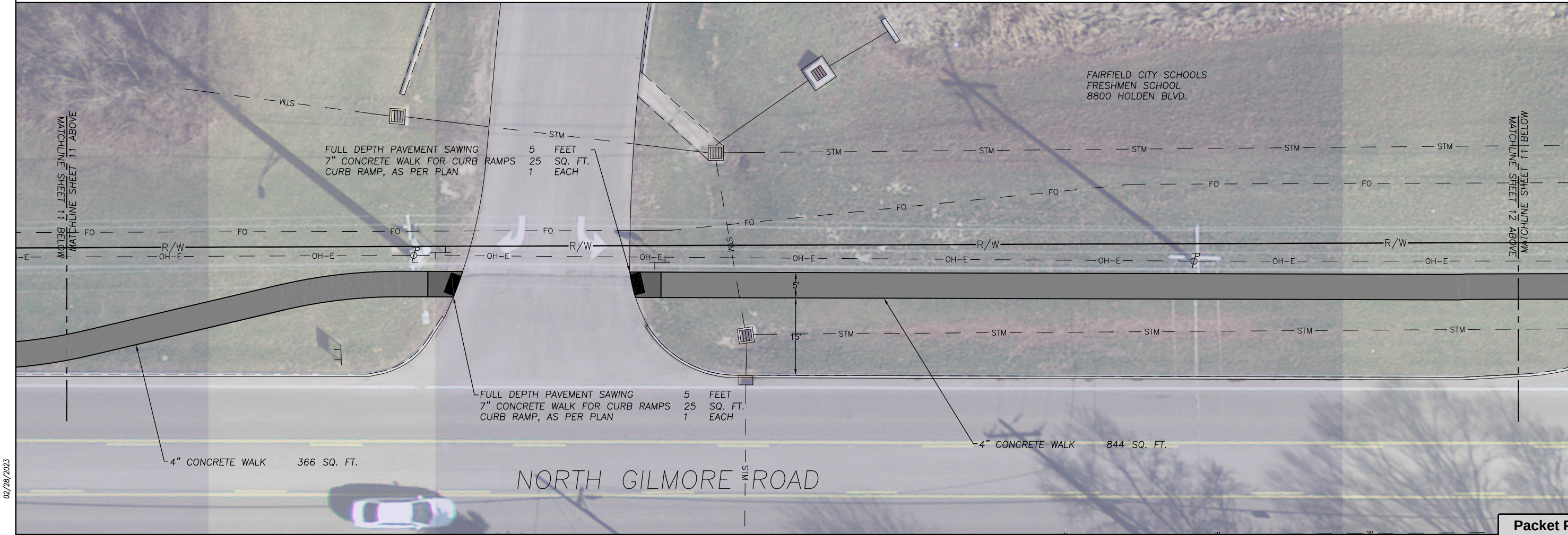
FAIRFIELD CITY SCHOOLS
FRESHMEN SCHOOL
8800 HOLDEN BLVD.

01 JEES ENHCLAY
MATCHLINE SHEET 17 ABOVE



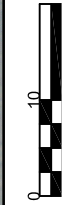
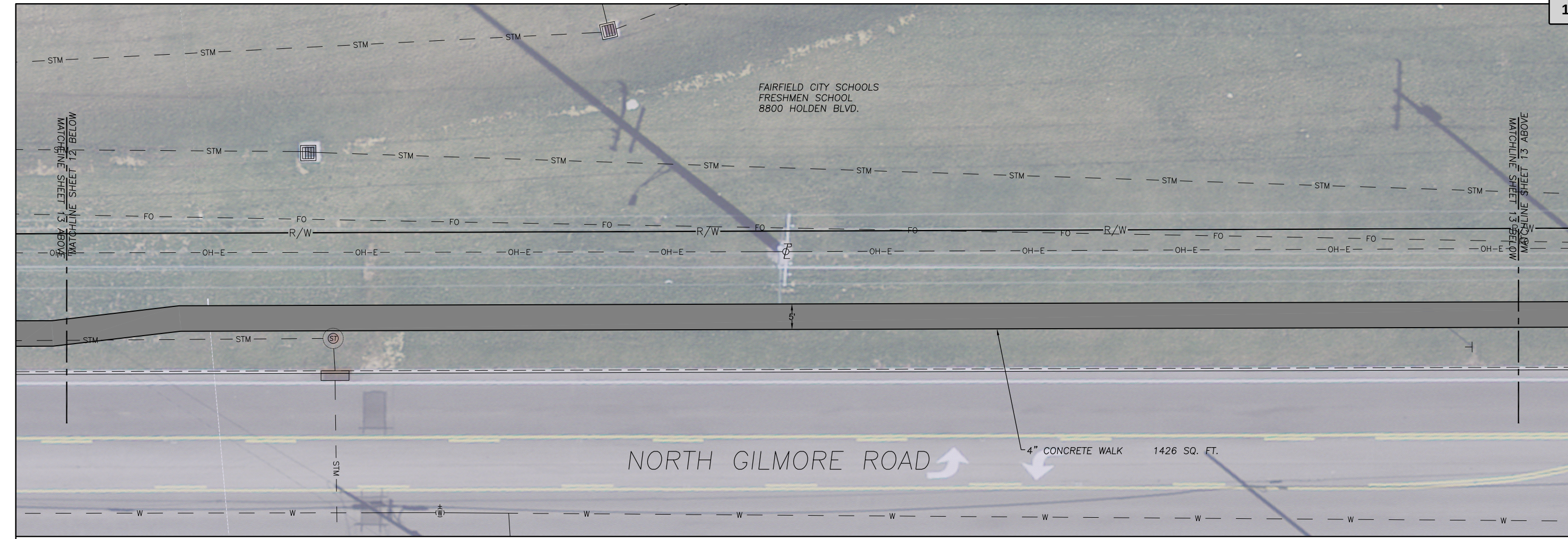
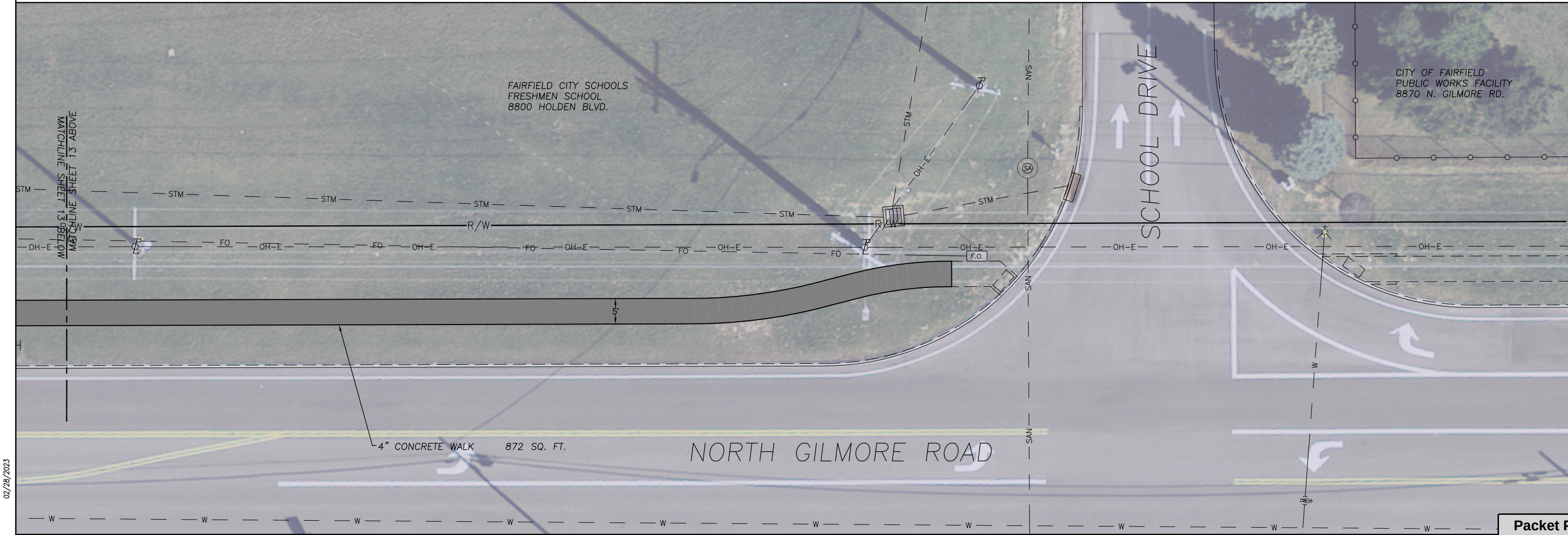
02/28/2023

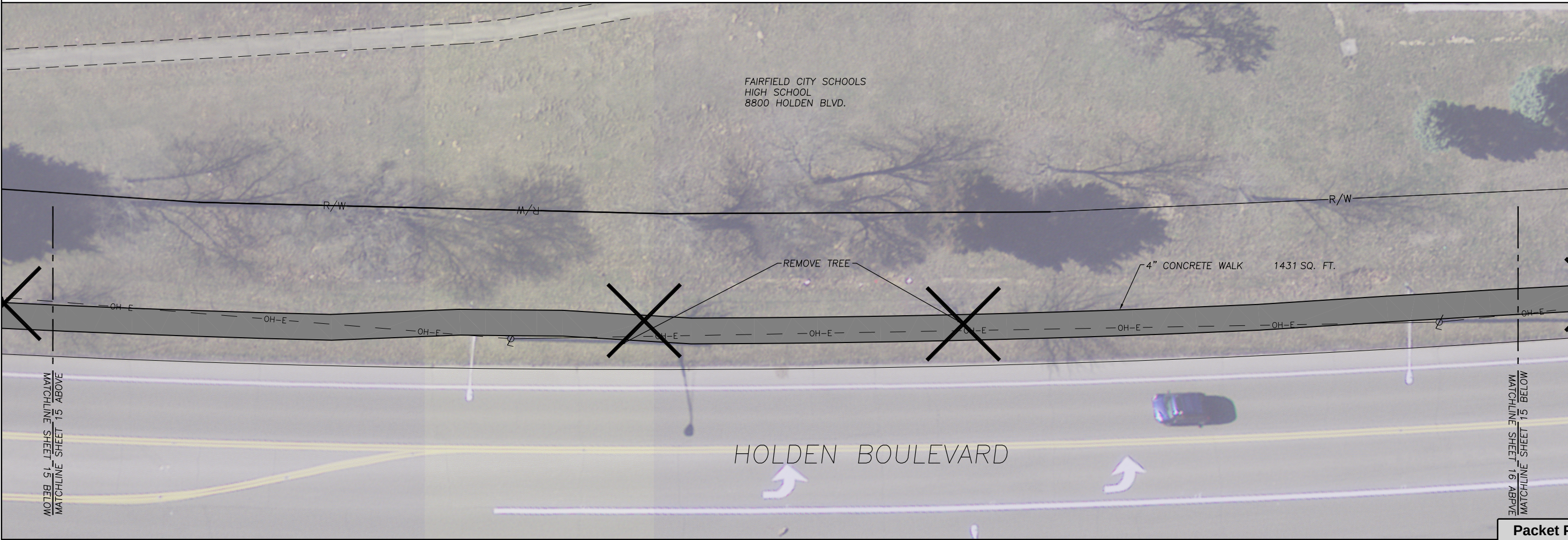
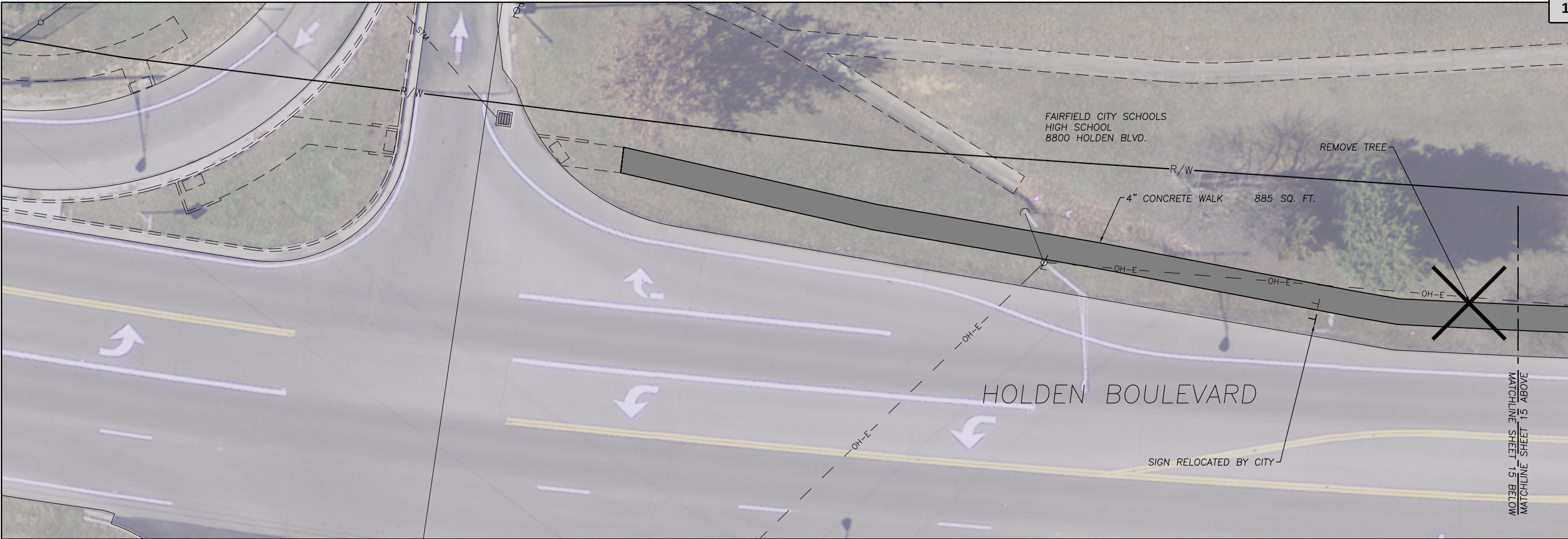
02/28/2023



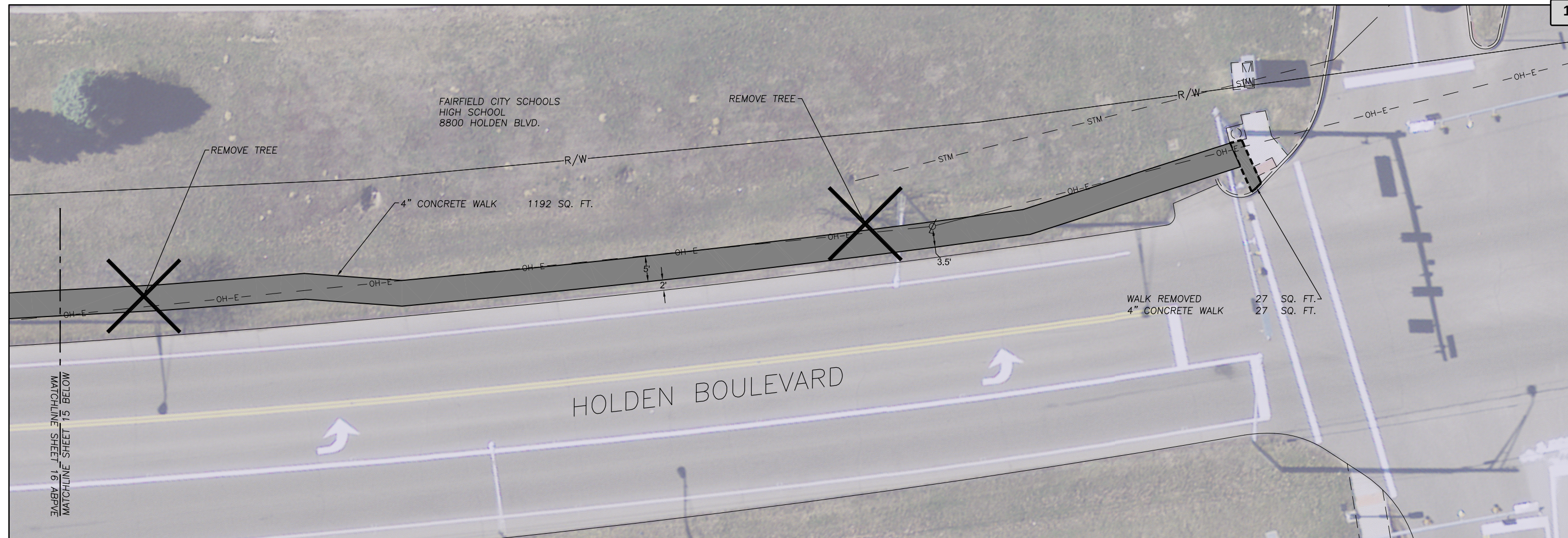


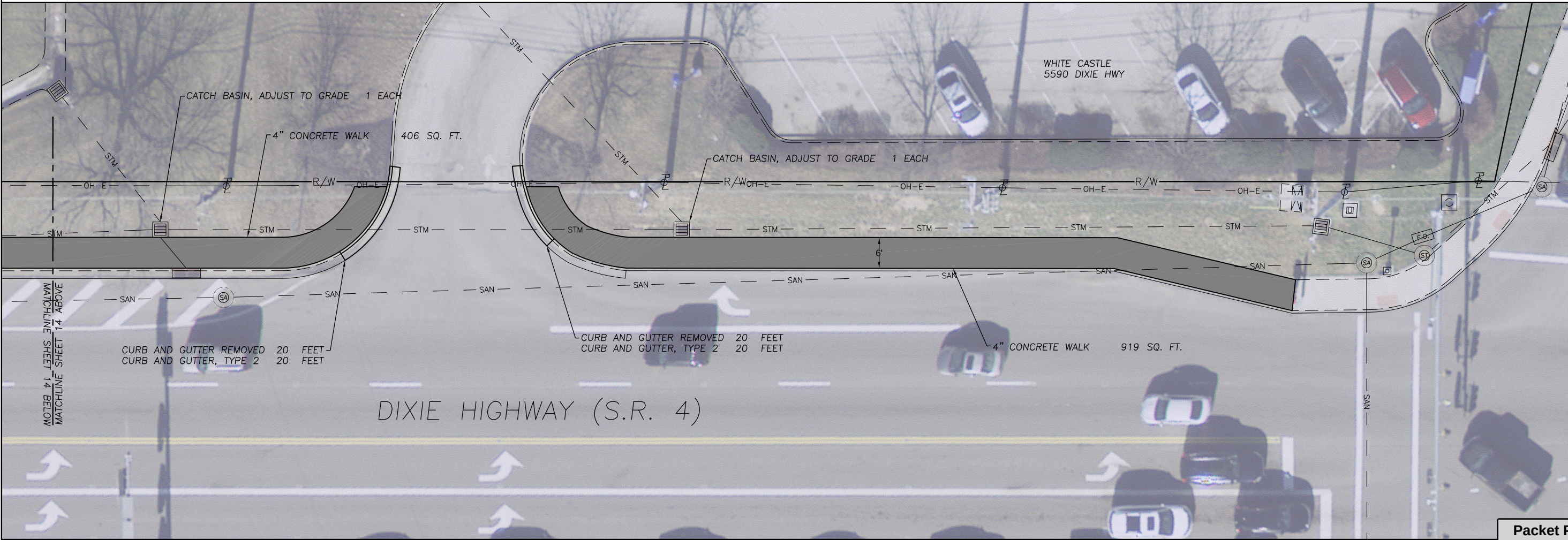
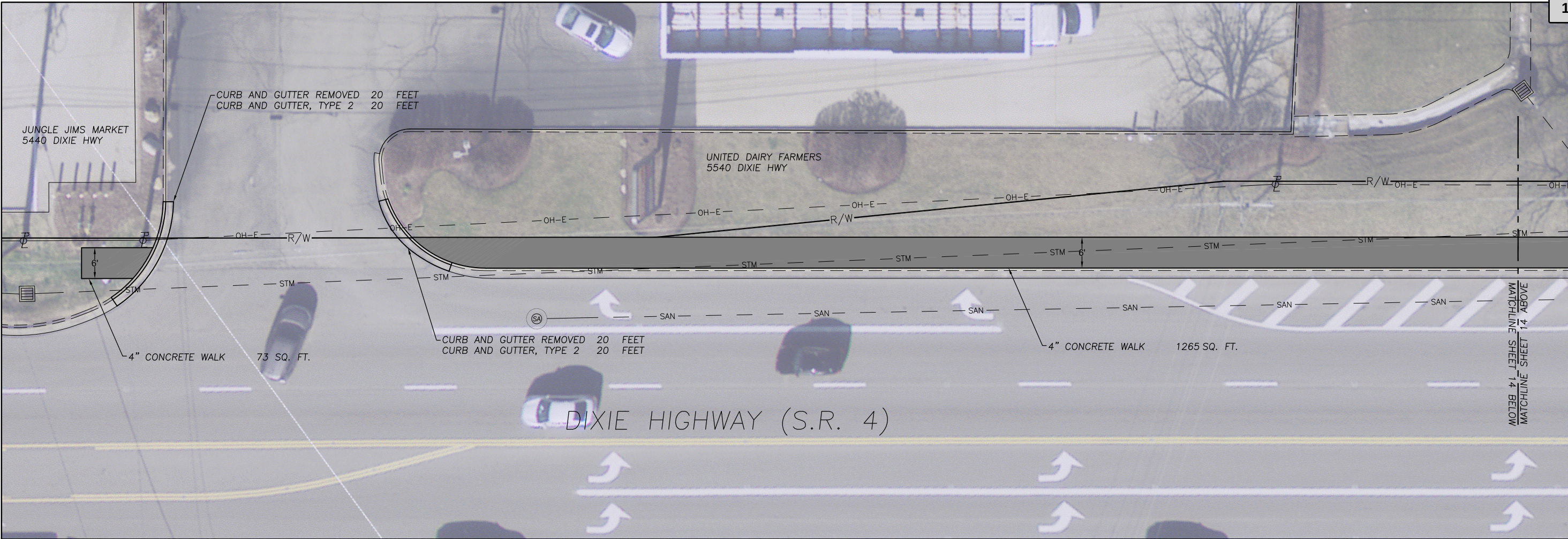
02/28/2023

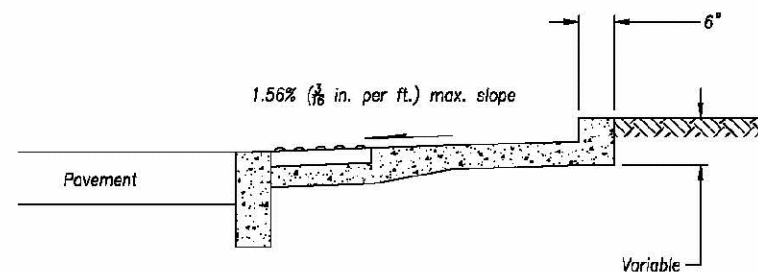
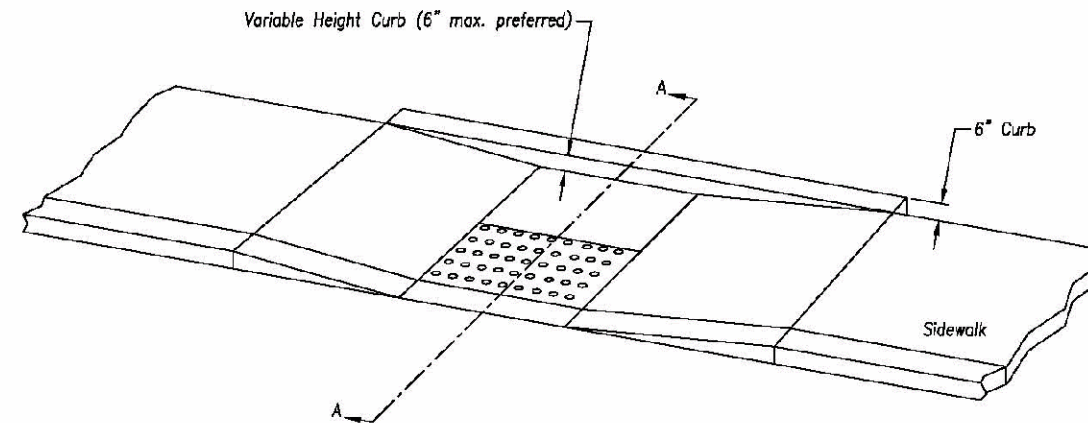




02/28/2023



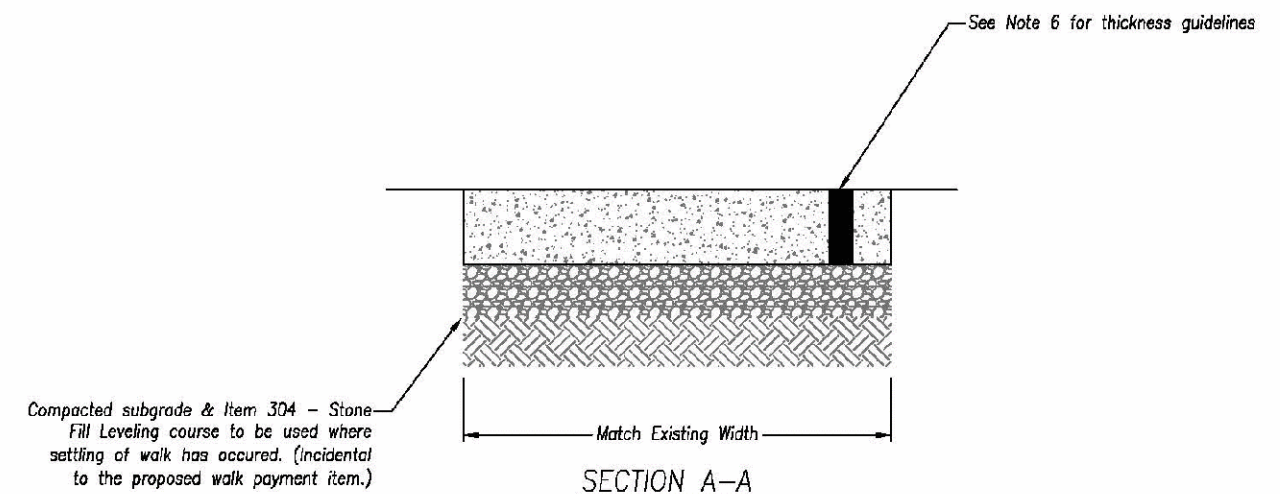
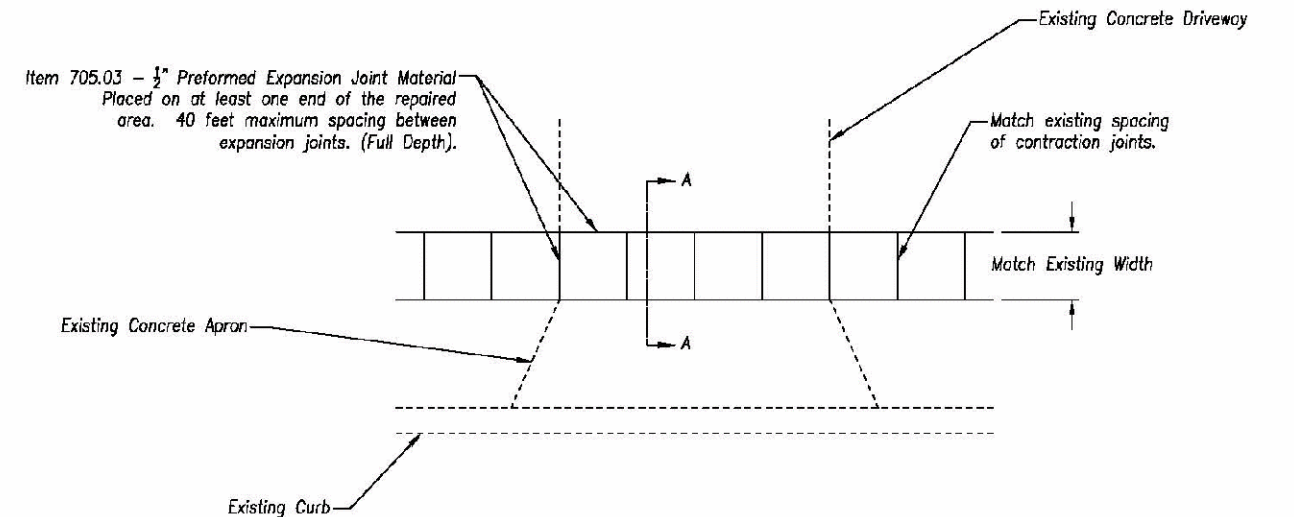




SECTION A-A

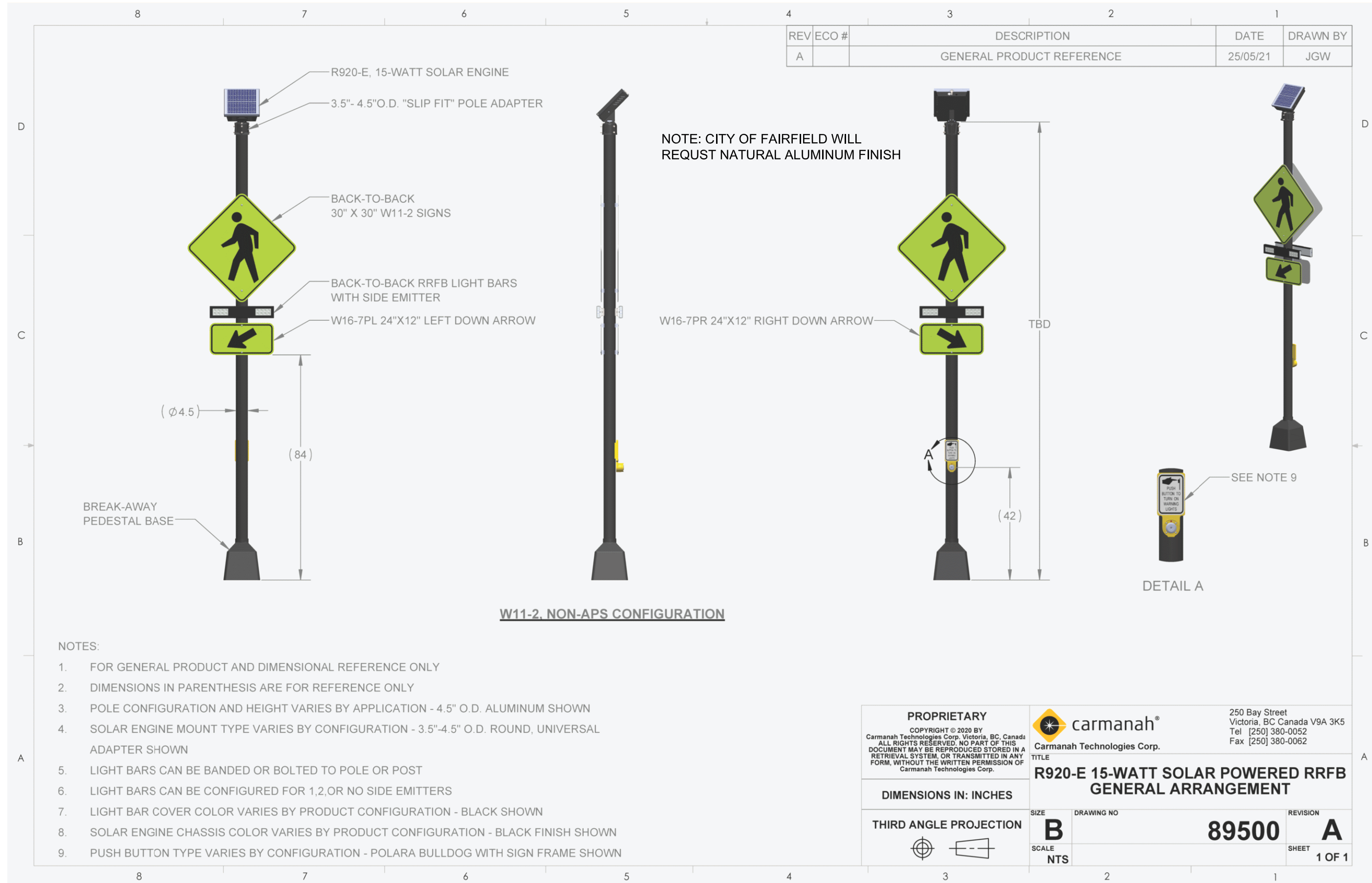
Notes:

1. For curb ramp design, see the following standards:
 - 1.1. ODOT Standard Construction Drawings BP 7.1 & 7.2
 - 1.2. 2009 American National Standards Institute (ANSI) 117.1
 - 1.3. Public Right of Way Accessibility Guidelines (PROWAG)



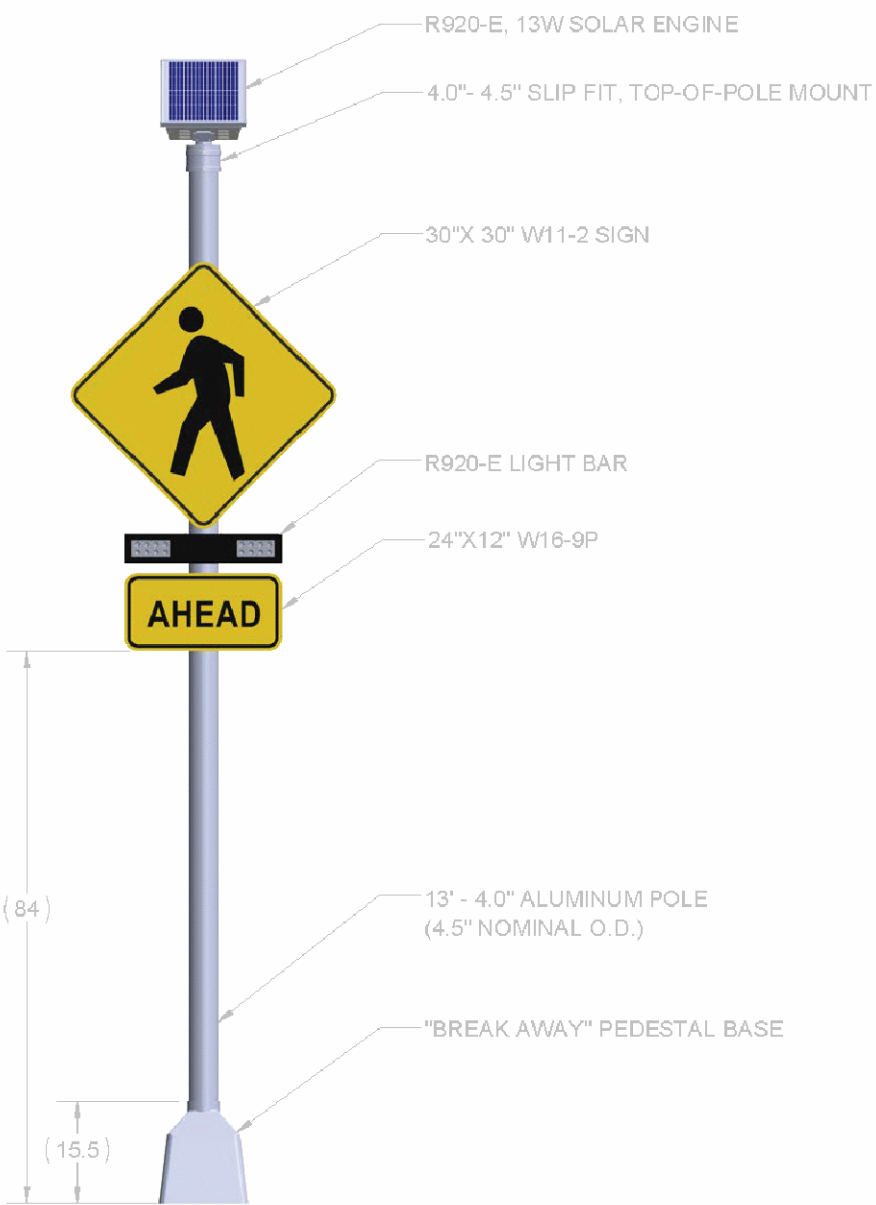
Notes:

1. The City shall mark in the field the walk to be replaced. Replacement walk shall match the line and grade of the existing walk and the joint pattern shall be maintained.
2. Item 705.03 - 1/2" Preformed Expansion Joint Material shall be placed on at least one end of the repaired area.
3. All repairs are to be made to the nearest joint.
4. The cost to repair any damage to adjacent walk or driveway by the contractor shall be incurred by the contractor.
4. The finish applied to the concrete walks shall be a light broom finish unless the resident requests a hand finish. All joints and outside edges may be tooled with an edger or joint tool after brooming or hand finishing to match adjacent concrete, as approved by the City.
6. Concrete to be ODOT Class C. Minimum thickness are determined by use as follows:
 - 6.1. Standard Walk: 4 inches, or match existing, whichever is greater.
 - 6.2. Walk through Residential Aprons: 7 inches
 - 6.3. Walk through Commercial Aprons: 9" inches
7. All disturbed yard areas shall be restored to grade, seeded, and mulched before the work is approved for payment and shall be incidental to Item 608 - Sidewalk, Remove and Replace.
8. Sidewalk in all new developments and redevelopments shall be 5 feet wide.



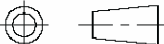
02/28/2023

REV	ECO #	DESCRIPTION	DATE	DRAWN BY
A		FOR GENERAL PRODUCT REFERENCE ONLY	11/01/2019	JGW



NOTES:

- FOR GENERAL REFERENCE ONLY
- POLE CONFIGURATION AND HEIGHT VARIES BY APPLICATION
- SOLAR ENGINE MOUNT TYPE VARIES BY CONFIGURATION - 4.0"-4.5" SHOWN
- LIGHT BARS CAN BE BANDED OR BOLTED TO POLE
- LIGHT BARS CAN BE CONFIGURED FOR 1,2,OR NO SIDE EMITTER
- LIGHT BAR COVER COLOR VARIES BY PRODUCT CONFIGURATION - BLACK SHOWN.
- SOLAR ENGINE CHASSIS COLOR VARIES BY PRODUCT CONFIGURATION - NATURAL FINISH SHOWN

DIMENSIONS IN: INCHES	PDM MAINTAINED DATA CHANGES SHALL BE INCORPORATED ELECTRONICALLY BY THE DESIGN AUTHORITY		 250 Bay Street Victoria, BC Canada V9A 3K5 Tel [250] 380-0052 Fax [250] 380-0062	
	PROPRIETARY COPYRIGHT © 2019 BY Carmanah Technologies Corp. Victoria, BC, Canada ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM, WITHOUT THE WRITTEN PERMISSION OF Carmanah Technologies Corp.		Carmanah Technologies Corp. TITLE R920-E, 13 WATT, SOLAR RRFB ADVANCE WARNING ARRANGEMENT	
THIRD ANGLE PROJECTION 	ORIGINALLY DESIGNED BY	DESIGN DATE	SIZE B	DRAWING NO 87935
			SCALE NTS	CAD REFERENCE
			REVISION A	SHEET 1 OF 1

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRUS CONSTRUCTION FOR THE PROPOSED SIDEWALK ALONG BUSWAY LANE AND NORTH GILMORE ROAD (BETWEEN THE FRESHMAN SCHOOL AND CROSSROADS MIDDLE SCHOOL).

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 Prus Construction for the proposed sidewalk along Busway Lane and North Gilmore Road (between the Freshman School and Crossroads Middle School) in accordance with the quote on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2017\

Attachment: Prus Construction-Ord (3530 : Proposed Sidewalk along Busway Lane and North Gilmore Road)



City Council Ordinance
Regular Meeting - April 10, 2023

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

Subject:

3CM04 - Council Chambers Audio Video

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with ICB Audio Video Technology for the replacement of the audio/video system in Council Chambers and declaring an emergency.

Recommendation:

Background/Synopsis: Replacement of audio/video, and related components for the city's Council Chambers are necessary to maintain the functionality of the room as a meeting space for City Council, BZA, and other meetings that require presentation and recording capabilities.

The components of the current audio/video system in the city's Council Chambers have exceeded end-of-life status, require the sourcing of used/renewed equipment to replace failed components, and are incapable of providing the necessary display resolution utilized by current presentation technologies. A number of components within the current system have either had issues requiring repair or are displaying symptoms of failure that would indicate the need for replacement as soon as possible.

ICB Audio Video Technology provides installation, configuration, and proprietary control system programming services for the city's current audio/video systems. ICB is able to offer competitive pricing on equipment and services as a preferred integrator by manufacturers as well as, the ability to reduce downtime and additional expense that would be incurred by not utilizing the existing control system programming.

Financial Impact: An appropriation in the amount of \$125,000 is being requested for the purchase, installation, configuration, and programming of replacement audio/video equipment and controls in the city's Council Chambers, which includes a 5% contingency for unanticipated change items. Funding for this project was included in the 2023-2027 Capital Improvement Plan (CIP) under project 3CM04 – Council Chambers A/V.

Emergency: Rules suspension and emergency provision is requested in order to expedite the work and begin making purchases immediately to minimize the impact of availability issues.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Estimate - ICB - City of Fairfield Council Chambers
2. ICB Audio Video Technology-Ord



Audio • Video • Technology

SALES / CONSULTING / ENGINEERING / DESIGN/INSTALLATION

1738 TENNESSEE AVE., CINCINNATI, OH 45229
513-242-7400 PH
www.icbav.com

City Of Fairfield
Attn: Jason Hauslien
14th March, 2023

Council Chambers Av Upgrade:

The following equipment list(s) have been created to address deficiencies with the current system due to age or poor performance. Along with replacing the items listed the entire system will be re-programmed to enhance the performance and increase the ease of use. Some components will be re-used, any items decommissioned from the system will be turned over to the owner. The new system will have all the feature sets of the existing system but with less equipment due to advances in technology. The base function for recording, live stream, and archiving will be done on a PC vs desktop equipment. Control for audio, video and preset recall functions of the space will be handled via the touch panel.

Retained/Re-Used equipment

- (1) Racks and AV Furniture
- (1) Ceiling speakers
- (1) Ceiling Microphone
- (11) Desktop DAIS Microphones
- (6) Table Microphones
- (1) Podium Microphone
- (1) Audio cabling and plates
- (1) Rack Power distribution
- (1) Hearing assist system
- (1) Audio DA for press feed

New Equipment- Council Seats

- (11) 19" Desktop Monitors
- (11) Aurora Multimedia VC-TC1-Pro 4K encoders
- (11) Aurora Multimedia under table mounting kits
- (12) Hdmi Cables
- (1) Liberty digital adaptor ring for HDMI
- (11) Small form factor PC, Keyboard and Mouse- **Owner furnished**

New Equipment- Displays

- (3) Panasonic TH-86CQE1W 86" 4K Display
- (3) Chief XSM1U Wall mounts
- (3) Aurora Multimedia VC-TC1-Pro 4K Decoders
- (3) Aurora Multimedia RS-232 Control Cables
- (3) Aurora Multimedia mounting kits
- (3) Hdmi Cables
- (3) Cat cable runs to control room

New Equipment- Lobby/ Signage Display

- (1) Panasonic TH-65CQE1W 65" 4K Display
- (1) Chief XSM1U Wall mounts
- (1) Aurora Multimedia VC-TC1-Pro 4K Decoders
- (1) Aurora Multimedia RS-232 Control Cables
- (1) Aurora Multimedia mounting kits
- (1) Hdmi Cable
- (1) Cat cable run to control room
- (1) Brightsign signage player- **Owner furnished**

New Equipment- Cameras and Controller

- (3) PTZ optics PT-12X72 PTZ Camera
- (3) PTZ optics wall mount for PTZ Cameras
- (1) PTZ optics EPTZ 3 stream fixed Camera
- (1) PTZ optics EPTZ wall mount
- (1) PTZ optics Super Joy camera controller
- (4) Cat cable run to control room

New Equipment- Control Room

- (2) Blackmagic Design Smartview 4K preview monitors
- (3) Aurora Multimedia VC-TC1-Pro 4K Decoders
- (2) Aurora Multimedia VC-TC1-Pro 4K Encoders
- (1) Aurora Multimedia RK2-5 Rack Kit
- (5) Aurora Multimedia RS-232 cables
- (1) Vaddio Av Bridge 2x1 USB interface
- (1) Mersive Solstice SP-8100 E5 wireless presentation device
- (1) QSC TSC-101G3 Touch panel
- (1) QSC TSC-116 Table top kit
- (1) QSC Core 110F-V2 Audio DSP/Controller
- (1) QSC Software license kit, UCI and scripting
- (1) QSC MP-A80V 8 Channel power amplifier
- (2) QSC Qio-L40 Line output modules
- (1) Tp-Link 52 port network switch for AV
- (1) Telestream Wirecast Pro software with 1 year support package
- (1) Shure ULXD4D Dual wireless receiver
- (2) Shure ULXD-58 Hand-Held transmitter

- (1) Shure ULXD1 Body pack transmitter
- (1) Shure WL-185 Lavalier Microphone
- (2) Shure SBC-200 2 bay charging station
- (4) Shure SB-900B Rechargeable batteries
- (1) PC, Keyboard and mouse for streaming- Owner furnished

Misc. Materials and Labor

- (1) Cabling and materials
- (1) Installation, Programming, Training
- (1) year warranty and tech support

Total: \$ 118,125.00

Scope of work details

- Normal 8:00 – 5:00 day work hours
- *Prices shown do not include tax*
- Instructor PC by owner
- Cable pathways, 110v power and data drops by others.

Validity

This proposal is valid for 30 days from the date it was prepared and is subject to changes in manufacturer pricing and product availability. Any extension to the time of validity will be made in writing.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ICB AUDIO VIDEO TECHNOLOGY FOR THE REPLACEMENT OF THE AUDIO/VIDEO SYSTEM IN COUNCIL CHAMBERS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with ICB Audio Video Technology for the replacement of the audio/video system in Council Chambers in accordance with the proposal on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\ICB Audio Video Technology-Ord

Attachment: ICB Audio Video Technology-Ord (3528 : 3CM04 - Council Chambers Audio Video)



City Council Ordinance
Regular Meeting - April 10, 2023

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

Subject:

Unclassified Wage & Salary Ordinance

Legislation Title:

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 30-23 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council approve this Ordinance adding a third Deputy Fire Chief to the Unclassified Pay Plan, suspending the rules and declaring an emergency.

Background/Synopsis:

The Fairfield Fire Department has vastly grown in the last two years. The full-time staff has practically doubled from the beginning of 2021. We went from twenty-three (23) to forty-six (46) full-time Firefighter/Paramedic positions and from six (6) to nine (9) Lieutenant positions. Per policy, when there is a vacancy in a full-time position, it is thoroughly reviewed to see if changes to the position are in order. There are currently two (2) Deputy Fire Chief positions; however, after review, it has been determined that with the rapid growth of the department, a third Deputy Chief position would benefit the day-to-day operations immensely.

Financial Impact:

The third Deputy Fire Chief position would add approximately \$175,000 per year to the Fire Department budget.

Emergency Provision Explanation:

We are currently in the process of replacing one of the Deputy Fire Chiefs through the Civil Service Commission. It is recommended that City Council approve this Ordinance providing for an additional Deputy Fire Chief, suspending the rules and declaring an emergency while there is a valid Civil Service Eligibility List for the position.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Unclassified Service Pay Plan and Position List effective April 10 2023

ORDINANCE NO. _____

ORDINANCE ESTABLISHING SALARIES FOR CERTAIN EXEMPT AND
SALARIED EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO, TO
REPEAL ORDINANCE NO. 30-23 AND ALL AMENDMENTS THERETO
AND DECLARING AN EMERGENCY

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

- Section 1. Ordinance No. 30-23 and all other prior ordinances inconsistent herewith, are hereby repealed.
- Section 2. The attached position list, which is incorporated herein by reference, is hereby adopted. The existing salaries for the positions set forth in the attached salary structure shall be within the ranges as shown and are effective April 10, 2023.
- Section 3. 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.
- Section 4. The City Manager is hereby authorized to grant performance-based wage increases, lump sum achievement awards and equity pay adjustments for employees within the job classifications listed on the Unclassified Service Pay Plan structure attached, within the confines of the ranges shown. Base wage increases awarded by percentage shall not exceed a total of \$100,000.00. Base wage lump sum increases awarded by percentage, lump sum achievement awards and equity pay adjustments shall not exceed a total of \$100,000. All increases and adjustments shall be effective as approved by the City Manager.
- Section 5.. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that there is a current and valid Civil Service Eligibility list for this position.

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: Unclassified Service Pay Plan and Position List effective April 10 2023 (3537 : Unclassified Wage & Salary Ordinance)

**UNCLASSIFIED SERVICE PAY PLAN
POSITION LIST**

Pay Grade	Position Title	Annual Minimum	Annual Maximum
1	Secretary to Mayor Parks & Recreation Coordinator (3) Secretary to Director of Development Services Secretary to Director of Public Utilities Administrative Assistant Clerk of Council (PT) EMS Privacy Officer	\$41,277.60	\$68,520.82
	Help Desk Technician* Payroll Administrator Human Resources Coordinator Accountant Code Enforcement Supervisor Golf Course Superintendent Landscape Coordinator Parks & Recreation Manager (2) Tax Analyst (2)	\$50,565.01	\$83,954.00
3	Network Analyst* G.I.S. Analyst* CALEA Accreditation Manager Golf Operations Manager Juvenile Diversion Counselor Risk/Safety Coordinator Communications Manager Construction Manager Neighborhood Development Manager Engineer	\$61,939.28	\$96,108.06
4	Senior Network Analyst* Accounting Supervisor Economic Development Manager Fleet/Facilities Superintendent Income Tax Administrator Planning Manager Parks & Recreation Superintendent (2) Streets & Grounds Superintendent Utility Collection Supervisor Human Resources Manager	\$71,593.81	\$115,967.07

5	City Engineer* Information Technology Manager* Superintendent of Building Inspection and Zoning Superintendent of Public Utilities - Field Operations Superintendent of Public Utilities - Treatment Deputy Fire Chief (2) (3) Major/Deputy Police Chief (3)	\$83,495.36	\$135,275.92
6	Director of Development Services Director of Finance Director of Parks and Recreation Director of Public Utilities Director of Public Works Fire Chief Police Chief	\$97,392.26	\$146,076.94
14	Assistant City Manager	\$105,189.14	\$157,772.16

* S.T.E.M. positions- point factored in one pay grade lower but assigned to one pay grade higher for salary range



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023.”

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.

\$600,000 Village Green Playground;
 \$32,351 CAD/RMS software upgrade;
 \$125,000 Council Chambers A/V replacement;
 \$384,300 Sidewalk installation Busway Ln & N Gilmore Rd.;
 \$175,000 Gilbert Park Pickleball Courts;
 \$75,309 EMS UTV;
 \$67,800 Community Room divider.

Financial Impact: \$1,459,760.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 4-10-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 155-22 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, 2023, AND ENDING DECEMBER 31, 2023."

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

Section 1. Ordinance No. 155-22, the 2023 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$504,760
To:	40216025-252000 Improvements Other Than Bldg. <i>(Gilbert Park Multi-Use Courts 3PW25 [\$175,000]; Holden/Gilmore/Rt. 4 Sidewalks 3PW22 [\$154,300])</i>	\$329,300
To:	40216025-2540000 Buildings & Improvements <i>(Community Arts Center 3PR01)</i>	\$67,800
To:	40216025-253100 Automotive Equipment <i>(EMS UTV 3FD04)</i>	\$75,309
To:	40216025-253400 Computer Equipment <i>(CAD/RMS Software Upgrade 1PD03)</i>	\$32,351
From:	Unappropriated Street Improvement Fund	\$230,000
To:	40116025-252000 Improvements Other Than Building <i>(Busway Sidewalk Project 3PW23)</i>	\$230,000
From:	Unappropriated American Rescue Plan Act Fund	\$250,000
To:	26616025-254000 Buildings & Improvements <i>(Council Chambers Audio/Visual Upgrades 3CM04)</i>	\$150,000
To:	26616025-252000 Improvements Other Than Bldg. <i>(Village Green Playground 3PR18)</i>	\$500,000

Attachment: Contractual 4-10-Ord (3533 : Contractual Appropriations)

From: Unappropriated Park Development Fund \$500,000

To: 41316025-252000 Improvements Other Than Bldg. \$500,000
(Village Green Playground 3PR18)

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\2023\Contractual 4-10-Ord

Attachment: Contractual 4-10-Ord (3533 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 155-22 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, 2023, and ending December 31, 2023.”

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.

\$10,000 Water Division Port Union Tank Mixer;
 \$8,287 replacement Police bikes;
 \$4,500 outside light electric;
 \$25,000 Council Chambers A/V computing equipment.

Financial Impact: \$47,787.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.041023
2. NonContractual 4-10-Ord



City Council Information Item
Regular Meeting - April 10, 2023

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Division Port Union Tank Mixer

Legislation Title:

Water Division Port Union Tank Mixer

Background/Synopsis:

The City of Fairfield currently owns and operates five (5) elevated water storage tanks, with a total combined storage capacity of seven (7) million gallons (MG). Currently, a sixth water storage tank is being constructed on Port Union Road which will increase storage capacity in the City's industrial (Seward) water pressure zone, providing industrial customers with additional forecasted water demand

In the summer months, the water in these tanks can stratify, with the warmer and older water remaining on top, and the colder and fresher water remaining on the bottom. As water tank stratification negatively affects water quality and water age, and can increase the levels of disinfection by-products, City staff proposes to install specialty water tank mixing systems in the Port Union Tank which is currently under construction. The mixer will improve water quality and reduce water age, and should also help decrease disinfection by-products in the City's water distribution system.

City staff proposes to procure a Gridbee submersible mixer from Baker and Associates for water tank mixing applications per the attached quote. Landmark Construction will install the mixer per the scope of the construction project.

Financial Impact:

An appropriation in the amount of \$10,000.00 is being requested for the purchase of Water Mixing System for Port Union Tank. Additional funding needed for this project will be secured from the Water Division's Operating Budget if needed.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WT25, Port Union Tank Mixer. The funding source is the Water Surplus Fund, 605.

Attachments:

1. City of_Fairfield OH - Ixom GS-9 Quote JG230228-1

Baker and Associates

19425 County Rd. 4
Carey, OH 43316
(419) 957-1672 or (614) 361-3673

QUOTATION

COMPANY: City of Fairfield OH			DATE
ATTN: Jason Hunold			3/24/2023
PHONE: 513-8588348			QUOTATION NUMBER
EMAIL: j.hunold@fairfield-city.org			JG230228
			PREPARED BY
			Jim Grunenwald
REFERENCE	FREIGHT	TERMS	STANDARD DELIVERY
1872896 (Morris)	Prepay and Add	NET 30	N/A

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	Submersible Mixer Package Gridbee GS-9 - 75 ft Cable with stainless steel retrieval chain Power Requirement: 120 VAC, 20 amp GFCI protected service and means of quick power disconnect recommended.	\$ 9,756.00	\$ 9,756.00
1	SCADA Control Panel for GS-9 -- Add \$1,822.00	\$ 1,822.00	1,822.00
			-
			-
			-
			-
			-
			-
	Freight (delivered at place, Clive IA shop)		\$130.00
			\$ 11,708.00

Above Prices Valid For 30 Days
Restocking Charges May Apply
Lead Time: 6 to 8 weeks

Prepared By: *Jim Grunenwald*
614-517-8291

Attachment: NonContractualAppropriations.041023 [Revision 1] (3534 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

Replacement Police Bikes

Legislation Title:

Ordinance to authorize the City Manger to enter into a purchasing agreement with Volcanic LLC for the purchase of three Police Bikes and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manger to enter into a purchasing agreement with Volcanic LLC for the purchase of three police bikes and associated equipment for the price of \$8286.92.

Background/Synopsis: Several bikes in our fleet have reached their end of service and need to be replaced. This project will allow for the purchase of three new bikes to outfit our officers currently assigned to the program.

Financial Impact: The total cost of the project is \$8286.97 and will be funded through the Capital Improvement Project, Fund 3PD03.

Emergency Provision Explanation: The timely replacement of our police bikes is essential to providing effective public safety services.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Volcanic Bike Quote

Volcanic Bikes

PO Box 526
Boys Town, NE 68010
(509) 427-8623
info@volcanicbikes.com
www.volcanicbikes.com

**Estimate****ADDRESS**

Ofc Darin Gooch
Fairfield Police Department
5320 Pleasant Ave
Fairfield, Ohio 45014

SHIP TO

Ofc Darin Gooch
Fairfield Police Department
5320 Pleasant Ave
Fairfield, Ohio 45014

ESTIMATE #

2656207

DATE

03/17/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Volcanic Police Ready APB 29"	"APB" 1x11 34T Wheel Size: 29er Frame Size: TBD Frame Color: Black Wheels: Sun Ringle /Duroc /Sealed Accessories Included: Topeak MTX Trunk Bag DX- POLICE Topeak MTX Explorer Disc Rack 29" Niterider Lighting System w/Taillight Niterider Siren POLICE Top Tube Decals	3	2,459.99	7,379.97
	Misc Item	KS e-TEN-R Dropper seat post, 30.9, 100mm, with Southpaw Remote	3	169.00	507.00T
	Freight / Shipping	FedEx Ground	1	400.00	400.00
Final assembly and tuning required by a trained bicycle mechanic. Purchaser is required for complying with sales tax requirements in the state the order is being shipped to. Pay by phone convenience fee will be applied to your total for credit card payments.					
SUBTOTAL					8,286.97
TAX					0.00
TOTAL					\$8,286.97

Accepted By

Accepted Date

Attachment: NonContractualAppropriations.041023 [Revision 1] (3534 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - April 10, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of Funds for Public Works Facility Upgrades – Electric for Outside Lights

Legislation Title:

Appropriation of Funds for Public Works Facility Upgrades – Electric for Outside Lights

Recommendation:

It is recommended that funding be appropriated from the Street Improvement Fund in the amount of \$4,500.00 for the proposed improvements at the Public Works Facility.

Background/Synopsis:

The Public Works Department is requesting funding from the Capital Improvement Program for electric and conduit for flag and sign lighting at the Public Works Facility on 8870 North Gilmore Road.

The quote from Capital Electric for \$4,500.00 is for the materials, labor, and equipment needed to install electric for lighting operating from the traffic control cabinet on the corner of North Gilmore and Holden. Lighting will be operable with the traffic signal lighting contactor and photocell.

This is a need for the Public Works Department as pulling electric from the corner is closer than from any of the buildings and will allow use of the existing traffic signal infrastructure. Capital Electric is under contract with the City for electrical projects relating to our traffic signal system and this project requires the electrical contractor to work inside the traffic signal cabinet.

The project funding for this work is in the Capital Improvements Program for 2023-2027 under 3PW54.

Financial Impact:

\$4,500.00 from the Street Improvement Fund for the materials to install flag and sign lighting at the Public Works Facility.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Public Works Facility Electric



Capital Electric Line Builders, LLC

An MDU Resources Company

3150 Encrete Lane • Dayton., OH 45439 |

Voice (937) 424-2550 • Fax (937) 297-1365

QUOTE SHEET

To:	Ben Mann	Fax #	
Company:	City of Fairfield, OH	Phone #	
# Of Pages:	2	Date:	2/21/2023
From:	Steve Taulbee		
RE:	N Gilmore & Holden – Conduit, Box & Cable Installation		

Please find attached our quotation for this project.

The following clarifications apply to this quotation:

- Quotation is valid for **10 days** and is subject to receiving a contract with agreed terms and conditions or a Purchase Order. Work may be performed on a T&M basis under existing Fairfield maintenance contract.
- Capital Invoices are to be paid in full upon completion of work within 30 days of date on invoice, with no retention withheld. Sales tax is *not* included. Performance bond (if required) is not included.
- Work shall be performed during our normal work hours; premium time is excluded.
- Maintenance of Traffic is limited to that which pertains to our work and is included in bid.
- Material lead time on pull box is 16 – 18 weeks after approval and release of order.

- **Please note: Capital Electric reserves the right to revise pricing if all quoted items are not awarded.**

Thank you for the opportunity,

CONFIDENTIALITY NOTICE: The documents accompanying this transmission contain certain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entitled named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopy information is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone to arrange for the return of the document(s) to us. Thank you.

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Capital Electric Line Builders

QUOTATION

2/21/2023

Page 1

PROJ: N Gilmore & Holden Conduit Installation for Flag Lighting

LOC: Fairfield, OH

EST: Steve Taulbee

3150 Encrete Lane, Moraine, OH 45439

Tel: 937-424-2550 Fax: 937-297-1365

REF #	ITEM DESCRIPTION	QUANTITY	UNIT	BID PRICE	
				UNIT	TOTAL
1	TRENCH	60.00	FT	34.50	2,070.00
2	CONDUIT, 2", 725.051	60.00	FT	10.70	642.00
3	PULL BOX, SIZE 4 (13" X 24" X 24" DEEP), 725.06	1.00	EA	994.00	994.00
4	Distribution Cable, No. 8 AWG	300.00	FT	1.37	411.00
5	Mobilization	1.00	LS	383.00	383.00
GRAND TOTAL					\$4,500.00

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City Council Information Item
Regular Meeting - April 10, 2023

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

Subject:

3CM04 - Council Chambers A/V - Computing Equipment

Legislation Title:

3CM04 - Council Chambers A/V - Computing Equipment and Electrical Work

Background/Synopsis: In conjunction with the replacement of audio/video equipment in the city's Council Chambers it is also necessary to replace the computing equipment and perform electrical work to accommodate the new audio/video equipment.

The existing computing equipment in the Council Chambers is past the manufacturer's end-of-life and end-of-support timelines. As computing equipment reaches end-of-life/support the likelihood of a critical failure is greatly increased and should be replaced. Additionally, the equipment is not capable of operating currently supported software and no longer receives critical updates to known vulnerabilities from the software developers and hardware manufacturers.

City staff will perform the procurement and installation of the required electrical components and wiring for the project.

Rules suspension is requested in order to begin the required electrical work and equipment purchases immediately to avoid potential delays to the completion of the Council Chambers A/V project.

Financial Impact: An appropriation in the amount of \$25,000 is being requested to replace computing equipment in the city's Council Chambers and perform electrical work required to accommodate new audio/video equipment. Specific equipment models and pricing will be determined at the time of purchase based on pricing and availability. Funding for this project was included in the 2023-2027 Capital Improvement Plan (CIP) under project 3CM04 – Council Chambers A/V.

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 155-22 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, 2023, AND ENDING DECEMBER 31, 2023."

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

Section 1. Ordinance No. 155-22, the 2023 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$8,287
To:	40216024-241200 Non-Capital Equipment <i>(Police Bikes Upgrades 3PD03 [\$8,287])</i>	\$8,287
From:	Unappropriated Street Improvement Fund	\$4,500
To:	40116025-252000 Improvements Other Than Bldg. <i>(Public Works Facility Upgrades 3PW54)</i>	\$4,500
From:	Unappropriated Water Surplus Fund	\$10,000
To:	60516025-253200 Capital Equipment <i>(Port Union Water Tank Mixer 3WT25)</i>	\$10,000

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

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

ATTEST:

Clerk of Council

This is to certify that this Ordinance has been duly published by posting and summary

Attachment: NonContractual 4-10-Ord (3534 : Non-Contractual Appropriations)

publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\NonContractual 4-10-Ord

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