

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, MARCH 27, 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 Davidson
- 4. ROLL CALL**
- 5. AGENDA MODIFICATIONS**
- 6. EXECUTIVE SESSION REQUESTS**
- 7. SPECIAL PRESENTATIONS**
 - a. Fairfield Chamber President & CEO Introduction
- 8. CITIZEN COMMENTS**
- 9. PUBLIC HEARING(S)**
- 10. APPROVAL OF MINUTES**
 - a. Regular Meeting held March 13, 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

1. 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.

- Legislation - Third Reading
- Motion - Adoption

E. PUBLIC UTILITIES

Councilmember Adam Kraft

F. PUBLIC WORKS

Councilmember Terry Senger

G. FINANCE & BUDGET

Councilmember Tim Meyers

1. 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.

- Legislation - Third Reading
- Motion - Adoption

12. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES

Councilmember Matt Davidson

1. 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.

- Legislation - First Reading

- Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 3. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 4. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 5. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

B. PUBLIC WORKS

Councilmember Terry Senger

1. 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
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

2. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
5. Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner M2 106 tandem axle truck cab and chassis for the Water Department and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
6. Ordinance to authorize the City Manager to enter into a contract with Ohio Cat for the purchase of a CAT 953 Track Loader with Trailer for the Street Department and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
7. Ordinance to authorize the City Manager to enter into a contract with Deere and Company for the purchase of a John Deere 6110M Tractor for the Street Division and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
8. Ordinance to authorize the City Manager to enter into a contract with 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.

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

C. FINANCE & BUDGET

Councilmember Tim Meyers

1. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
4. 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.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
5. 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: \$4,200,000 for Route 4 Paving Project; \$104,359 for Freightliner 108 SD for Street Division; \$145,368 for outfitting of snow plow for Street Division; \$88,691 for purchase of Case TR270B Skid Steer for Water Division; \$114,252 for purchase of Freightliner M2 106 for Water Division;

\$419,158 for purchase of Cat 953 Track Loader for Street Division; \$77,447 for purchase of John Deere 6110M tractor for Street Division; \$86,400 for purchase of Kalida Mowing Attachment for Street Division.

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

6. 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: \$50,000 for minor Parks Projects engineering (multiple vendors); \$22,650 for Traffic Signal System Assistance; \$6,142 for evidence processing equipment; \$6,313 for dispatch upgrades; \$12,500 for Water Division instrumentation; \$26,000 for Community Arts Center upgrades and improvements; \$45,800 for engineering services for raw water supply well project; \$11,950 for Forcible Door Simulator; \$20,000 for Water Division safety equipment; \$20,000 for Wastewater Division safety equipment; \$49,920 for engineering services for water main replacement project; \$23,800 for CAD/RMS project; \$25,000 for server room UPS system; \$14,833 for purchase of Toro Zero Turn Mower for Water Division; \$39,853 for purchase of Fork Lift for Water Division; \$39,853 for purchase of Fork Lift for Wastewater Division.

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

13. 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

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
March 13, 2023**

Council-Manager Briefing

Village Green

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

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

City Manager Timmer and Acting Parks & Recreation Director Brock presented the plan for the Village Green Playground Project. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

A. Councilmember Brill

Councilmember Brill led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

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

Agenda Modifications

None.

Executive Session Requests

Councilmember Besl, seconded by Vice Mayor Meyers, moved for Executive Session to discuss the status of negotiations with public employees regarding their wages, hours and other terms and conditions of their employment, as well as pending or imminent litigation. Roll call vote. Motion carried 6-0.

Special Presentations

None.

Citizen Comments

1. Dick Bell, 370 Hallmark Court

Mr. Bell stated that his property backs up to public property and the public property is a common thoroughfare for the coyotes and then they enter residents' yards. He stated that he reviewed the plans on the website and there is no balance, but all of the responsibility is on the residents.

2. Mike Baynes, 1792 Gloster

Mr. Baynes stated that he installed flood lights, motion sensors, cameras, etc. and has recorded coyotes in his yard several times. He stated that there was a dog killed by a coyote on Mack Road after the last meeting. He said he has called a lot of professionals and most won't trap coyotes and those that will want \$1,000 for up front costs plus another \$500 if a coyote is caught. He said that the feral cat problem is a food source to the coyotes and that he doesn't care about opposing views because these are not bunnies and they have no predators.

3. Bob Erbs, 621 Glenna

Mr. Erbs stated that he has lost 5 pets in 3 months due to coyotes. He said Animal Control was unsympathetic and told him it was just nature. He said he found a coyote in his yard, shaking a cat house and when it saw him, it jumped a 6 foot privacy fence without an issue. He said the Donut Spot employees regularly see coyotes in packs on the sidewalk when they go in to work during the night.

4. Liz Jarvis, 2440 Clara Bea

Mrs. Jarvis stated that she has learned a lot over the last few weeks and understands that all coyotes shouldn't be killed. She sees the progression according to the interaction chart, though, and feels there are some that are a problem in the city. She would like to see more removal of the dens, especially on public property. She said there are coyote dens in Oakwood Park and on the golf courses. She would like to see the City work to get all residents on board and send postcards out for training sessions regarding coyote hazing and interactions. She would also like the City to keep track of hot spots. She stated that she is purchasing a motion sensor with ultrasonic sound to try to deter them and will report if it works.

5. Ricky Riley, 5552 Crystal Drive

Mr. Riley stated that the plan is just a legal exercise to avoid liability and there will not be any success with it. He stated that the plan makes Fairfield a coyote sanctuary city because they will learn where they are safe from hunting. He said the City should track sighting and exterminate them in parks at night. He said the plan does not include finding and destroying the dens. He said there is too much land in Fairfield for one Animal Control Officer to police. He stated that someone will take the City to court if the plan is adopted as is.

6. Mark Jarvis, 2440 Clara Bea

Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Mr. Jarvis stated that coyotes will see the traps and avoid those areas, which doesn't solve the problem, it only moves it. He stated that the problem is on public property because that is where the dens and breeding grounds are. He said the City is accountable and needs to be responsible to keep the City safe.

7. Tina Kozeniac, 5284 Winton Road

Ms. Kozeniac stated that she encountered a coyote across from the middle school at 2:30 PM on the property she manages. She said it did not back down from her and her vehicle. She asked if she would be charged with a crime for destroying a coyote in self defense on her own property or on the property she manages? Mr. Wolterman told her that the city has never prosecuted for self defense. She stated that the City needs to consider a citizen task force to help with this problem because she doesn't have it in her to pick up another dead feral or pet cat.

8. John Conyers, 5610 Monica Drive

Mr. Conyers stated that this is a country-wide problem and killing them doesn't help because they repopulate. He stated that everyone needs to protect themselves and others but should not hurt the coyotes unless they are not afraid of humans.

9. Chris, 8 Brians Lane

She stated that the coyotes shouldn't be killed, other than maybe the coys. She said the latest she has seen on social media is to poison them with poisoned hot dogs but that is a bad idea because a child or a pet will end up in the hospital or dead. She asked how anyone is supposed to know if the coyote was killed in self defense or not. She asked where the accountability was.

10. Carol, 4244 Waterfront Court

She stated that she let her dog out in January to go to the restroom at 10 PM and saw coyotes run through her yard after dropping her dog. She said her dog had 2 puncture wounds but thankfully recovered. She stated that it is the residents' responsibility to protect their pets.

11. Vice Mayor Tim Meyers

Vice Mayor Meyers stated that he wanted to see a balanced approach in the management plan. He commended the residents for their calm, democratic dialogue regarding this issue. He said that there are process questions that need to be answered and the Citizen Task Force should be explored. He also stated that there are several public safety concerns to be aware of regarding pets and the use of firearms or poison. He asked if the Council thought the ordinance on the agenda should be tabled for further discussion.

12. Councilmember Dale Paullus

Councilmember Paullus stated that he felt the ordinance should move forward because it gives the residents something actionable right now, but that the plan can still be amended and worked on even after the ordinance is voted on. He stated that he would be out of town on City business for the next meeting, but he would like to see the ordinance put forward for third reading and a vote in his absence.

13. Councilmember Terry Senger

Councilmember Senger stated that residents definitely need to watch their pets and that he doesn't necessarily believe that killing a coyote brings 3-4 more in its place. He does think that something needs to be done to mitigate the den on the Buher property.

14. Councilmember Adam Kraft

Councilmember Kraft commended the group for their dialogue. He said that he feels it is important to teach hazing strategies to residents and students, to make sure they are safe at their

bus stops. He said that he thinks the plan needs more review and detail, but that it is on the right track.

15. City Manager Scott Timmer

Mr. Timmer explained that the purpose of the plan is to put forth the best practices to manage coyote interactions and issues. He stated that it is a working document separate from the ordinance that can be revised and amended as needed.

Public Hearing(s)

None.

Approval of Minutes

The Special Meeting Minutes of February 11, 2023, Special Meeting Minutes of February 18, 2023 and Regular Meeting Minutes of February 27, 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.

Councilmember Paullus presented the second reading of this ordinance.

RESULT: SECOND READING

Next: 3/27/2023 7:00 PM

Public Utilities

Councilmember Adam Kraft

Public Works

Councilmember Terry Senger

Finance & Budget

Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Councilmember Tim Meyers

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 154-22 and all amendments thereto.

Recommendation:

That Council adopt the recommended revisions to the Unclassified Service Pay Plan and authorize two allocations, in the amount of \$100,000 each, for the City Manager to award performance-based wage increases and other lump sum wage, merit and equity adjustments.

Vice Mayor Meyers presented the third reading of this ordinance.

ORDINANCE NO. 30-23. APPROVED 6-0.

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

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 second reading of this ordinance.

RESULT:	SECOND READING	Next: 3/27/2023 7:00 PM
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NEW BUSINESS

Councilmember Besl, seconded by Councilmember Paullus, moved to read all New Business by title only.

Community & Public Relations

Councilmember Leslie Besl

Simple Motion: Motion to approve the following 2023 Boards/Commissions Appointments effective April 1, 2023: Bill Campbell - Board of Zoning Appeals (term expires 3/31/28) Kevin Corey - Civil Service Commission (term expires 3/31/26) Doug Meece - Parks & Recreation Board, Third Ward (term expires 3/31/26) Martin Medler - Planning Commission, First Ward (term expires 3/31/27) Melissa O'Brien - Planning Commission, Third Ward (term expires 3/31/27) Rachel Naegele - Income Tax Review Board (term expires 3/31/25) Steven Preda - Income Tax Review Board (term expires 3/31/25)

Recommendation:

Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective April 1, 2023**:

Bill Campbell - Board of Zoning Appeals (term expires 3/31/28)
 Kevin Corey - Civil Service Commission (term expires 3/31/26)
 Doug Meece - Parks & Recreation Board, Third Ward (term expires 3/31/26)
 Martin Medler - Planning Commission, First Ward (term expires 3/31/27)
 Melissa O'Brien - Planning Commission, Third Ward (term expires 3/31/27)
 Rachel Naegle - Income Tax Review Board (term expires 3/31/25)
 Steven Preda - Income Tax Review Board (term expires 3/31/25)

SIMPLE MOTION NO. 4-23. APPROVED 6-0.

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

Simple Motion: Motion to re-appoint Bill Woeste as Fairfield's representative to the Butler County Board of Health beginning March 13, 2023.

Recommendation:

It is recommended that Council, via simple motion, formally re-appoint Bill Woeste for a new term of office beginning March 13, 2023 and expiring on March 1, 2026.

SIMPLE MOTION NO. 5-23. APPROVED 6-0.

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

Parks, Recreation and Environment

Councilmember Gwen Brill

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Century Equipment for the purchase of a Toro 4000 mower for Parks Maintenance and declaring an emergency.

Recommendation:

It is recommended that City Council authorize an appropriation of \$120,000.00 from the Capital Fund for the purchase of a Toro 4000 mower utilizing the Sourcwell joint purchasing program.

ORDINANCE NO. 31-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Wehrkamp Enterprise for the purchase of a Baroness Fairway Mower for Golf Maintenance and declaring an emergency.

Recommendation:

It is recommended that City Council authorize an appropriation of \$95,000.00 from the Capital Fund for the purchase of a Baroness Fairway Mower utilizing the Ohio Revised Code Section 125.04 (C) allowing the purchase of contract items through a third party at a lower price than that listed by another Governmental agency as defined by Ohio Revised Code Section 125.04 (B)(1)(c).

ORDINANCE NO. 32-23. APPROVED 6-0.

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

Public Safety

Councilmember Dale Paullus

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Dale Paullus, Councilmember, 2nd Ward
SECONDER: Adam Kraft, Councilmember, 4th Ward
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Ordinance to authorize the City Manager to enter into a professional services agreement with Flock Group, Inc. to provide 44 Falcon Automated License Plate Readers (ALPRs) and associated software and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a professional services agreement with Flock Safety located at 1170 Howell Mill Road, New Suite 210 Atlanta, Georgia 30318 to provide 44 Falcon ALPRs and associated software for the quoted price of \$128,900. Additional years of support will be funded through the police department operating budget.

ORDINANCE NO. 33-23. APPROVED 6-0.

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

Motion to Suspend Second and Third Readings

Councilmember Paullus presented the first reading of this ordinance.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dale Paullus, Councilmember, 2nd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

Ordinance to authorize the City Manager to enter into a contract with 911 Fleet & Fire Equipment for the purchase of fire fighting protective clothing and declaring an emergency.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with 911 Fleet, 11 Lendale Drive, Florence, KY 41042 in the amount of \$57,783.00 from the Capital Improvement Fund for this purchase.

ORDINANCE NO. 34-23. APPROVED 6-0.

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

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: Tim Meyers, Councilmember, At-Large
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Ordinance to authorize the City Manager to enter into an agreement with Choice One Engineering to survey and resolve the Right of Way for Pleasant Avenue between John Gray and Patterson Drive.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into the attached agreement with Choice One Engineering to survey and resolve the right of way for Pleasant Avenue between John Gray Road and Patterson Drive and further recommends that City Council authorize funding in the amount shown in the Financial Impact section.

ORDINANCE NO. 35-23. APPROVED 6-0.

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

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: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

Ordinance to authorize the City Manager to enter into a contract with Southeastern Equipment Company, Inc. for the purchase of a Case 590 Backhoe for the Street Division and declaring an emergency.

Recommendation:

It is recommended that City Council authorize an appropriation of \$140,000.00 from the Capital Fund for the purchase of a Case 590 Backhoe utilizing the Sourcewell joint purchasing program.

ORDINANCE NO. 36-23. APPROVED 6-0.

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

Finance & Budget

Councilmember Tim Meyers

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, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

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. 15-23 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 appropriate rates for IUOE.

ORDINANCE NO. 37-23. APPROVED 6-0.

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

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, Brill, Besl, Paullus, Senger, Kraft
EXCUSED:	Davidson

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. 38-23. APPROVED 6-0.

Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

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

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, Brill, Besl, Paullus, Senger, Kraft
EXCUSED: Davidson

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. 39-23. APPROVED 6-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, March 27 - Regular Meeting 7:00 PM
- B. Monday, April 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, April 24 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 8:40 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at 9:00 AM.

ATTEST:

Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Clerk of Council

Mayor's Approval

Date Approved_____

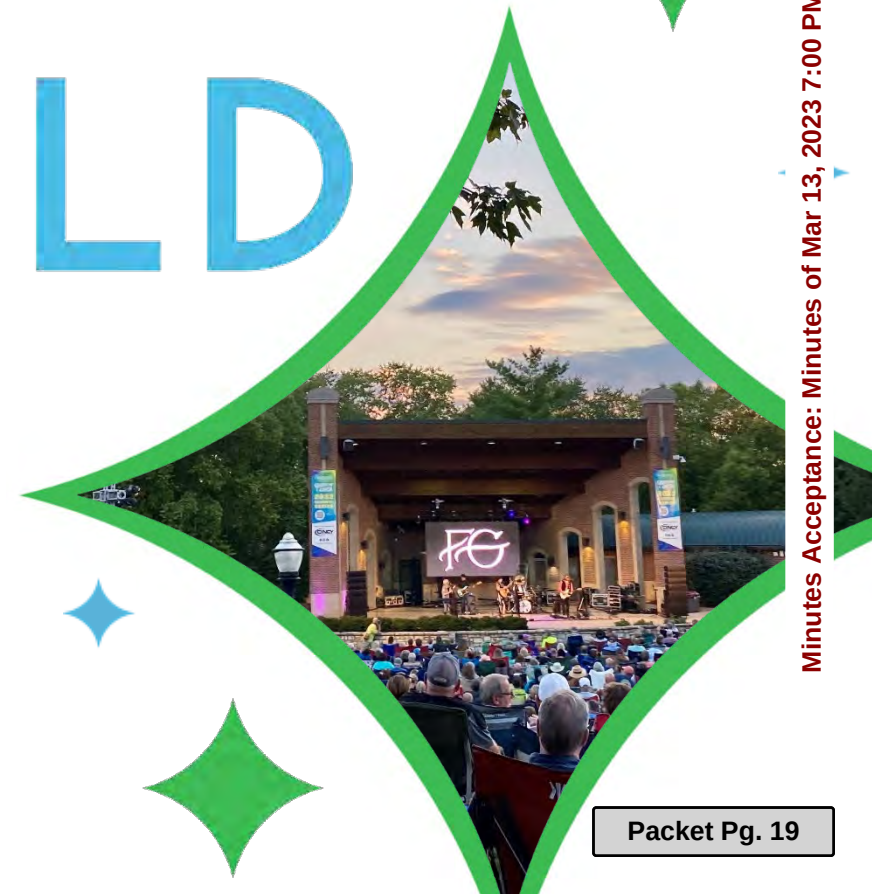
Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)



FAIRFIELD

Village Green Playground Upgrades

March 13, 2023



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

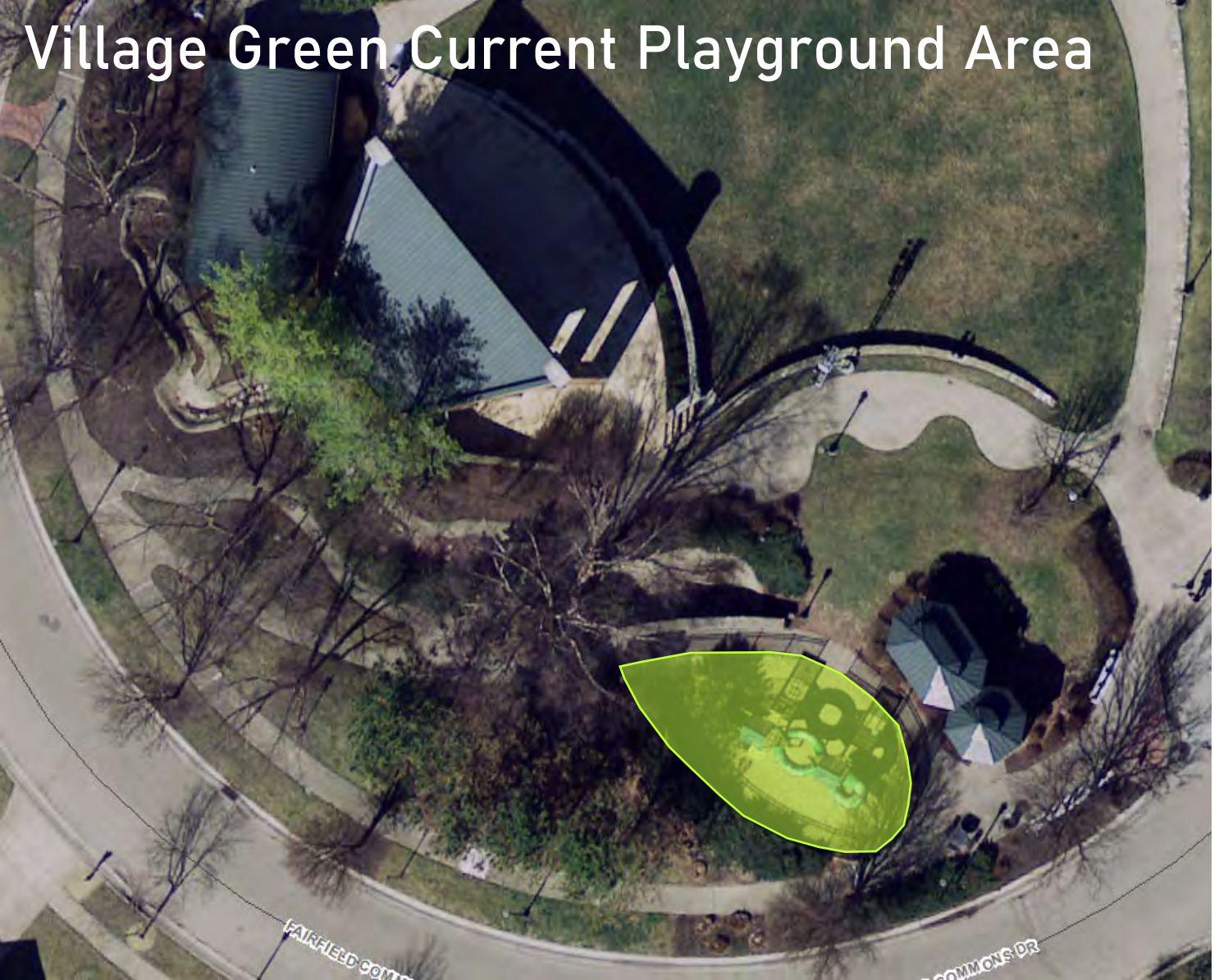
Agenda

- ✓ Current Village Green Playground Area
- ✓ Proposed Village Green Playground Area
- ✓ Funding Considerations
- ✓ Timeline



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Village Green Current Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Current Playground Area – Continued



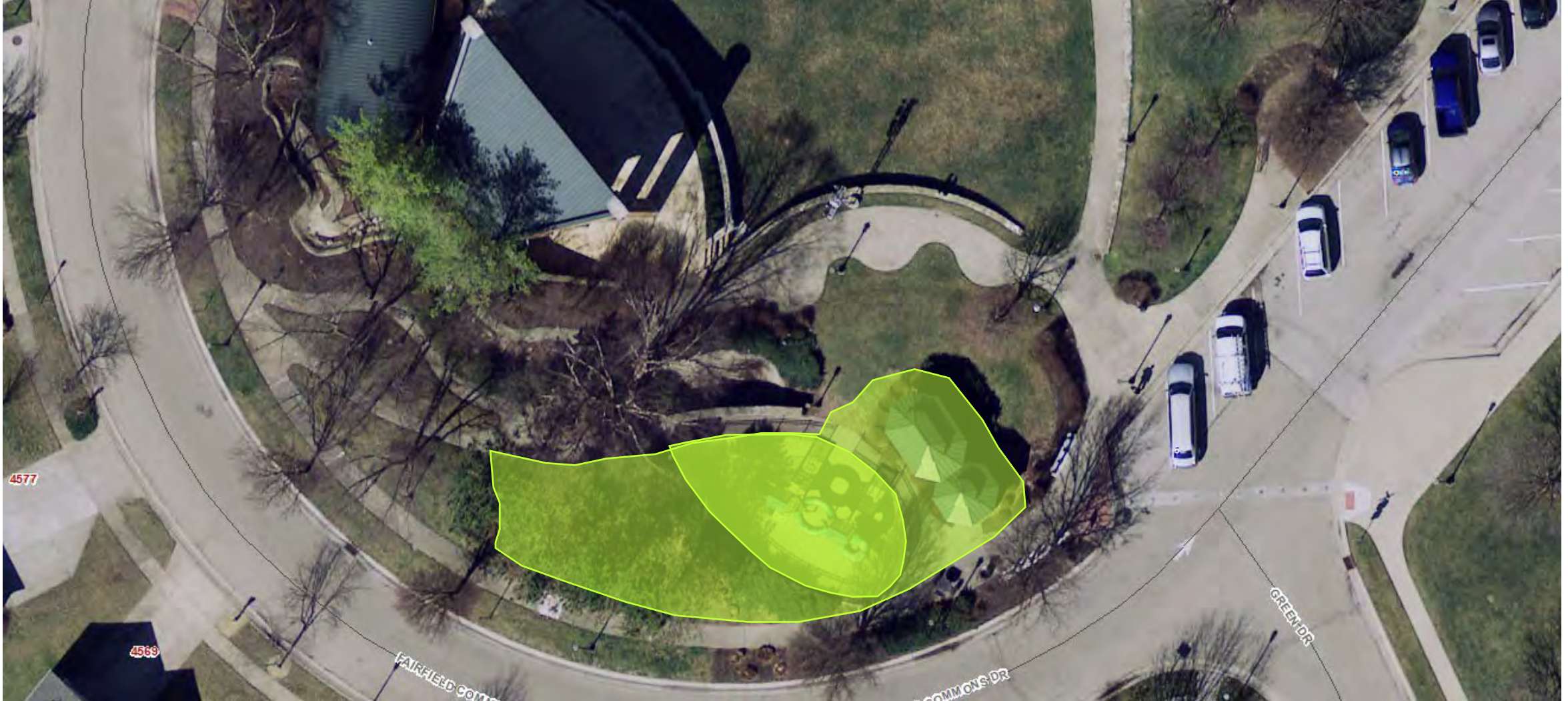
Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Current Playground Area – Continued



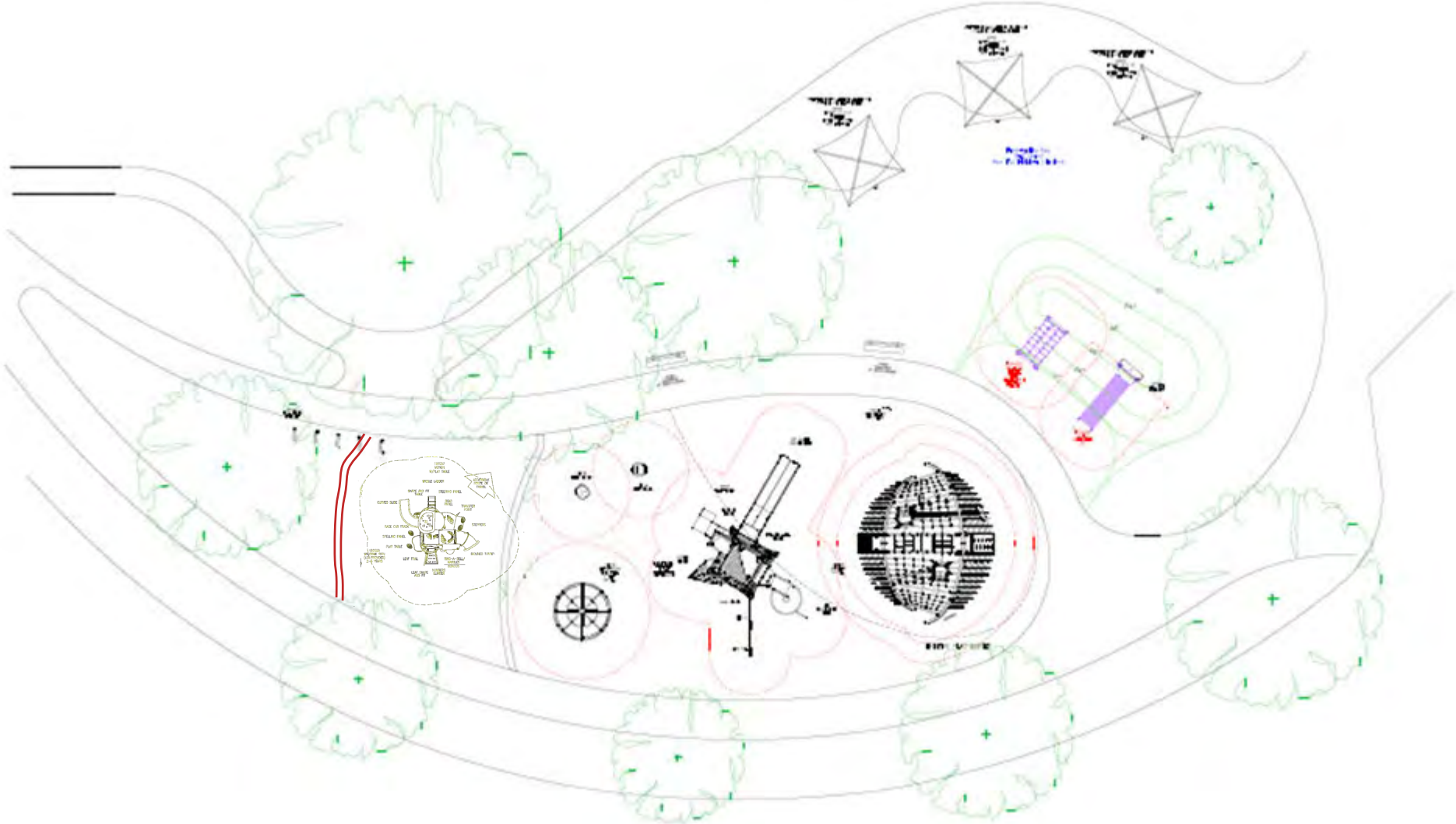
Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Proposed Village Green Playground Area



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

Funding Considerations

• Estimated Project Budget

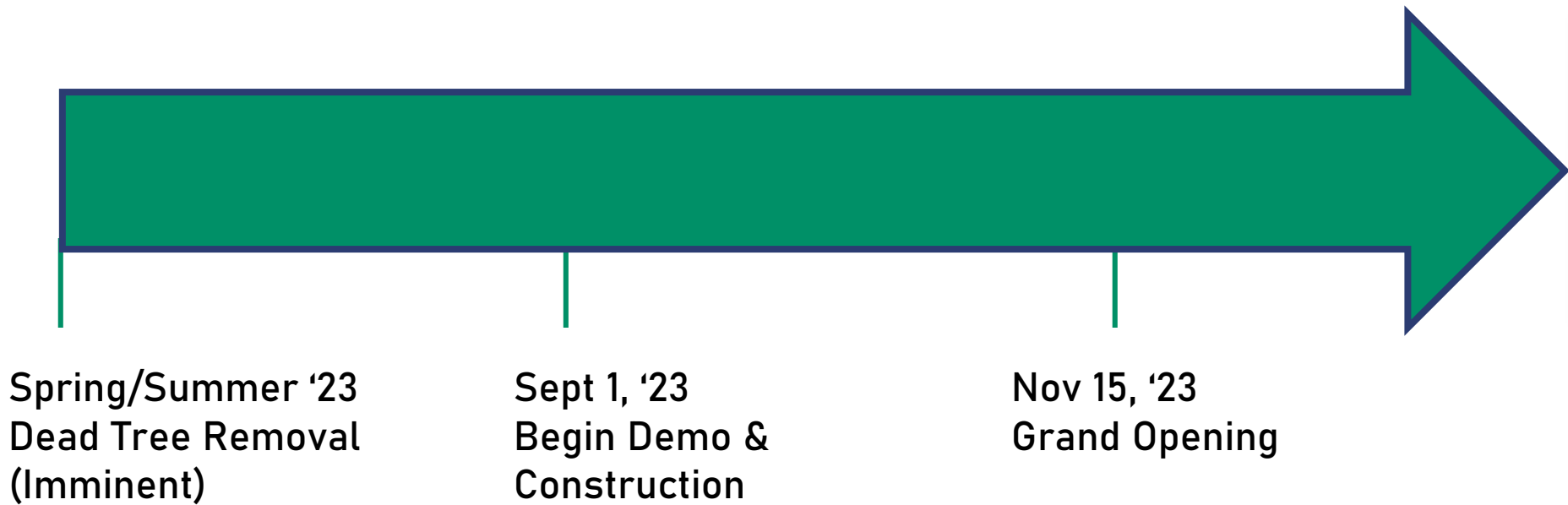
✓ Equipment:	\$298,845
✓ Freight:	\$ 9,950
✓ Equipment Installation:	\$ 74,650
✓ Turf:	\$120,000
✓ Site Work:	\$ 52,000
✓ Fencing:	\$ 15,000
✓ Contingency (10%):	\$ 57,045
✓ Total Project Estimate:	\$627,490

• Funding Source

✓ American Rescue Plan Fund:	\$500,000
✓ Park Development Fund:	\$127,490



Timeline



Minutes Acceptance: Minutes of Mar 13, 2023 7:00 PM (Approval of Minutes)

FAIRFIELD

O H I O



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: John Clemmons,
Submitting Department: Legal

Subject:

Amendment of General Offense Code Section 505.11

Legislation Title:

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.

Background/Synopsis:

The amendment to the General Offenses Code will permit the use of cage type live traps for the control of nuisance animals.

Financial Impact:

None.

Emergency Provision Explanation:

None.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Amend Section 505.11-Ord
2. Ex A-Section 505.11

ORDINANCE NO. _____

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.

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

Section 1. Section 505.11 of Chapter 505 of the General Offenses Codes of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio is hereby amended to read as follows:

See attached Exhibit "A" which is incorporated herein by reference.

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\Amend Section 505.11-Ord

Attachment: Amend Section 505.11-Ord (3436 : Amendment of General Offense Code Section 505.11)

Exhibit "A"

505.11 HUNTING.

(a) Definitions. For purposes of this section, the following words and phrases shall have the following meanings ascribed to them respectively.

- (1) "Hunting" means pursuing, shooting, killing or capturing wild birds or wild quadrupeds, and all other acts such as placing, setting, drawing or employing any device commonly used to kill or capture wild birds or wild quadrupeds, whether they result in killing or capturing or not. It includes every attempt to kill or capture and every act of assistance to any other person in killing or capturing or attempting to capture wild birds or wild quadrupeds.
- (2) "Person" means an individual, company, partnership, corporation, association or any combination of individuals, or any employee, agent or officer thereof.
(Ord. 21-58. Passed 5-12-58.)

(b) Hunting Forbidden. No hunting shall be permitted within the corporate limits of the City, except anyone engaged in farming may destroy any wild animal that is doing damage to property or crops thereon or animals raised on the confines of the farm if such hunting takes place more than one thousand feet from any building or three hundred feet from any highway, road or lane.

(c) Dogs. No person shall run dogs on the land of another unless written permission has first been obtained from the property owner. All dogs must be accompanied by a handler. Accompanied means that the handler is within reasonable distance so that dogs can be commanded to return by a call from the handler.

(Ord. 71-75. Passed 12-8-75.)

(d) Enforcement. Law enforcement officials of the City, police or conservation police shall have full authority to enforce this section.

(Ord. 21-58. Passed 5-12-58.)

(e) This section shall not apply to killing or capturing nuisance or injured animals by law enforcement officials, including persons acting at the direction of law enforcement officials, in furtherance of their duty and in their official capacity.

(f) THIS SECTION SHALL NOT PROHIBIT THE USE OF CAGE-TYPE LIVE TRAPS EMPLOYED FOR THE CONTROL OF NUISANCE ANIMALS SO LONG AS SUCH TRAPS ARE SET BY OR WITH THE CONSENT OF THE REAL PROPERTY OWNER OR OCCUPANT, AND ARE TENDED TO AT LEAST ONCE EVERY TWENTY-FOUR HOURS.

(g)[(f)] Penalty. Whoever violates any provision of this section is guilty of a misdemeanor of the fourth degree.

(Ord. 42-04. Passed 3-8-04.)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: John Clemmons,
 Submitting Department: Legal

Subject:

Compensation of Elected Officials

Legislation Title:

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.

Background/Synopsis:

The City Council is authorized by Section 3.09(B) of the Charter of the City of Fairfield, Ohio to establish compensation of elected officials for their ensuing term which have been established by Section 121.01 and 131.01 of the Codified Ordinances of the City of Fairfield. Compensation of elected officials was last adjusted for terms commencing on and after January 1, 2010.

Financial Impact:

This amendment to Sections 121.01 and 131.01 of Ordinance 116-84, the Codified Ordinances of Fairfield, Ohio will authorize an increase in compensation for members of Council and the Mayor.

Emergency Provision Explanation:

None.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Amended Compensation for Council and Mayor-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND SECTIONS 121.01 AND 131.01 OF ORDINANCE NO. 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.

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

Section 1. Pursuant to Section 3.09(B) of the Charter of the City of Fairfield, Ohio, Sections 121.01 and 131.01 of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio are hereby amended to read as follows:

121.01 ANNUAL COMPENSATION OF MEMBERS OF COUNCIL.

The annual compensation for members of Council shall be [~~nine thousand six hundred dollars (\$9,600.00)~~] **TWELVE THOUSAND DOLLARS (\$12,000.00)**, payable in monthly installments, effective with terms commencing January 1, [~~2010~~] **2024** and thereafter.

131.01 ANNUAL COMPENSATION OF THE MAYOR.

The annual compensation for the mayor shall be [~~nine thousand six hundred dollars (\$9,600.00)~~] **TWELVE THOUSAND DOLLARS (\$12,000.00)**, payable in monthly installments, effective with the term commencing January 1, [~~2010~~] **2024** and thereafter.

Section 2. All previous Ordinances or Resolutions which are inconsistent with this Ordinance are hereby repealed, including, but not limited to Ordinance No. 137-08.

Section 3. This ordinance shall take effect at the earliest period allowed by law.

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

Attachment: Amended Compensation for Council and Mayor-Ord (3435 : Compensation of Elected Officials)

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\Amended Compensation for Council and Mayor-Ord

Attachment: Amended Compensation for Council and Mayor-Ord (3435 : Compensation of Elected Officials)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

Termination of CRA Tax Abatement for Pro Kleen

Legislation Title:

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.

Background/Synopsis:

Pro Kleen, which also does business as Porta Kleen, is a private Ohio-based company currently located at 8525 North Gilmore Road in Fairfield. The company provides mobile sanitization services (e.g. portable restrooms, showers, and laundry facilities) and hydro-excavation services. Pro Kleen leases its current location and would like to establish a permanent expanded facility to serve customers in the Cincinnati/Dayton area. In 2022, the company identified an approximately 14-acre site located at 1095 Tedia Way to construct a 27,000 square feet building and related site improvements.

In order to advance the proposed facility on Tedia Way, Fairfield City Council approved a 6-year, 60% Community Reinvestment Area (CRA) property tax abatement on the assessed value of the expansion (Ordinance No. 66-22 passed May 9, 2022). Following approval of the tax abatement, Pro Kleen decided to delay to construction of the Tedia Way facility, largely due to increased construction costs. The company has instead purchased an existing building on Production Drive in Fairfield.

Accordingly, Pro Kleen and the City have mutually agreed to terminate the tax abatement for the Tedia Way site. Approval of the ordinance would authorize the City Manager to enter into two agreements to terminate the CRA agreement and the associated School Compensation Agreement.

Financial Impact:

N/A

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Pro Kleen CRA Agreement Termination Acknowledgment
2. Pro Kleen CRA School Comp Termination Acknowledgment
3. Termination of CRA Tax Abatement for Pro Kleen-Ord

**ACKNOWLEDGMENT OF TERMINATION OF
COMMUNITY REINVESTMENT AREA AGREEMENT
(Pro Kleen)**

This Acknowledgment of Termination of Community Reinvestment Area Agreement (Pro Kleen) (this “Acknowledgment”) is made and entered into effective as of April ____ 2023 (the “Effective Date”), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices at 5350 Pleasant Avenue, Fairfield, OH 45104 (the “City”), Pro Kleen Industrial Services, Inc. dba Porta Kleen (hereinafter referred to as “PK Industrial”), Pro Kleen Environmental Services, Inc. (hereinafter referred to as “PK Environmental”), and Black Family Real Estate Investments, LLC (hereinafter referred to as “Black LLC”, together with PK Industrial and PK Environmental hereinafter referred to as “Pro Kleen” and all with offices located at 9711 Lancaster Rd SE, Hebron, Ohio 43025).

WITNESSETH:

WHEREAS, the City and the Owner entered into a Community Reinvestment Area Agreement (Pro Kleen) dated May 13, 2022 (the “CRA Agreement”); and

WHEREAS, the CRA Agreement provided Pro Kleen with a six year, 60% real property tax exemption applicable for real property improvements on the PROJECT site (as each of those terms are defined in the CRA Agreement); and

WHEREAS, Pro Kleen has delayed plans to develop the PROJECT site and has acquired an existing building on another site within the City to house its operations; and

WHEREAS, as a result of the aforementioned events, the City and Pro Kleen have reevaluated their desire to continue with the CRA Agreement and have concluded that the CRA Agreement should be terminated; and

WHEREAS, on March __, 2023, the City Council passed Ordinance No. _____ (the “Ordinance”) approving the termination of the CRA Agreement; and

WHEREAS, the City and the Owner desire to execute this Acknowledgment to document the termination of the CRA Agreement and of all of the rights and obligations contained therein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties from the termination of the CRA Agreement, the Parties hereby agree to the following:

1. The City and the Owner hereby acknowledge and agree that the CRA Agreement is terminated effective on the Effective Date set forth above, and no provision of the CRA Agreement shall remain in effect after such Effective Date.
2. The City and Owner each waive any and all rights it had or may have had under the CRA Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Acknowledgment to be executed by their duly authorized representatives, on the ____ day of _____, 2023.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

PRO KLEEN INDUSTRIAL SERVICES,
INC. DBA PORTA KLEEN

By _____
Michael Ponzani, Assistant Secretary

PRO KLEEN ENVIRONMENTAL
SERVICES, INC.

By _____
Michael Ponzani, Assistant Secretary

BLACK FAMILY REAL ESTATE
INVESTMENTS, LLC

By _____
Monte Black, Manager

Approved as to form:

John H. Clemmons
Fairfield City Law Director

Approved as to content:

Greg Kathman
Fairfield Development Services Director

Attachment: Pro Klean CRA Agreement Termination Acknowledgment (3494 : Termination of CRA Tax Abatement for Pro Klean)

**ACKNOWLEDGMENT OF TERMINATION OF
SCHOOL COMPENSATION AGREEMENT
(Pro Kleen)**

This Acknowledgment of Termination of School Compensation Agreement (Pro Kleen) (this “Acknowledgment”) is made between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “FCSD”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), Pro Kleen Industrial Services, Inc. dba Porta Kleen (hereinafter referred to as “PK Industrial”), Pro Kleen Environmental Services, Inc. (hereinafter referred to as “PK Environmental”), and Black Family Real Estate Investments, LLC (hereinafter referred to as “Black LLC”, together with PK Industrial and PK Environmental hereinafter referred to as “Pro Kleen” and all with offices located at 9711 Lancaster Rd SE, Hebron, Ohio 43025).

WITNESSETH:

WHEREAS, the FCSD, the City, and Pro Kleen entered into a School Compensation Agreement (Ambrose Building Site) dated May 13, 2022 (the “School Compensation Agreement”); and

WHEREAS, the School Compensation Agreement approved a CRA Agreement for Pro Kleen, dated May 13, 2022 (the “CRA Agreement”); and

WHEREAS, pursuant to the CRA Agreement, Pro Kleen was provided with a six year, 60% real property tax exemption for real estate improvements at the PROJECT Site (as those terms are defined in the CRA Agreement); and

WHEREAS, Pro Kleen has delayed plans to develop the PROJECT site and has acquired an existing building on another site within the City to house its operations; and

WHEREAS, as a result of the aforementioned events, the FCSD, the City, and Pro Kleen have reevaluated their desire to continue with the School Compensation Agreement and have concluded that the School Compensation Agreement should be terminated; and

WHEREAS, on March __, 2023, the City Council passed Ordinance No. _____ (the “Ordinance”) approving the termination of the School Compensation Agreement; and

WHEREAS, on March __, 2023, the FCSD, by and through its Board of Education, passed Resolution No. _____ (the “Resolution”) approving the termination of the School Compensation Agreement; and

WHEREAS, the FCSD, the City, and Pro Kleen desire to execute this Acknowledgment to document the termination of the School Compensation Agreement and of all of the rights and obligations contained therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties from the termination of the School Compensation Agreement, the Parties hereby agree to the following:

1. The FCSD, the City, and Pro Kleen hereby acknowledge and agree that the School Compensation Agreement is terminated effective on the Effective Date set forth above, and no provision of the School Compensation Agreement shall remain in effect after such Effective Date.
2. The FCSD, the City and the Owner each waive any and all rights it had or may have had under the School Compensation Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Acknowledgment to be executed by their duly authorized representatives, on the ____ day of _____, 2023.

Witness:

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
Nancy Lane, Treasurer

BUTLER TECHNOLOGY AND CAREER
DEVELOPMENT BOARD OF EDUCATION

By _____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By _____
Scott W. Timmer, City Manager

PRO KLEEN INDUSTRIAL SERVICES, INC.
DBA PORTA KLEEN

By _____
Michael Ponzani, Assistant Secretary

PRO KLEEN ENVIRONMENTAL SERVICES,
INC.

By _____
Michael Ponzani, Assistant Secretary

BLACK FAMILY REAL ESTATE
INVESTMENTS, LLC

By _____
Monte Black, Manager

Approved as to content:

Greg Kathman
Fairfield Director of Development Services

Approved as to form:

John H. Clemmons
City of Fairfield Law Director

ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized 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, in accordance with the acknowledgements 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 terminations be expedited to permit other possible development of the property; 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\Termination of CRA

Attachment: Termination of CRA Tax Abatement for Pro Kleen-Ord (3494 : Termination of CRA Tax Abatement for Pro Kleen)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

Termination of Ambrose Property Group Building Site CRA

Legislation Title:

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.

Background/Synopsis:

Ambrose Property Group, a real estate development firm based in Indianapolis, Indiana, acquired the Liberty Mutual/Ohio Casualty property at 9450 Seward Road in December 2019. Ambrose subsequently developed a major new speculative industrial park on the site, known as "Fairfield Commerce Park." Four new buildings have been built on the property and all are fully leased.

Ambrose originally envisioned renovating the existing building on the property for office or industrial use. In order to advance the proposed renovation, Fairfield City Council approved a 10-year, 75% Community Reinvestment Area (CRA) property tax abatement on the assessed value of the improvements (Ordinance No. 45-20 passed June 25, 2020). In August of 2022, Ambrose sold the existing building site to Koch Foods of Cincinnati LLC. Koch Foods is likely to demolish the building.

Accordingly, Ambrose and the City have mutually agreed to terminate the tax abatement for the building site. Approval of the ordinance would authorize the City Manager to enter into two agreements to terminate the CRA agreement and the associated School Compensation Agreement.

Financial Impact:

N/A

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Building Site CRA Agreement Termination - March 2023
2. Building Site School Comp Agreement Termination - March 2023
3. Termination of CRA Tax Abatement for AOZI

**ACKNOWLEDGMENT OF TERMINATION OF
COMMUNITY REINVESTMENT AREA AGREEMENT
(AMBROSE BUILDING SITE)**

This Acknowledgment of Termination of Community Reinvestment Area Agreement (Ambrose Building Site) (this “Acknowledgment”) is made and entered into effective as of [March __, 2023] (the “Effective Date”), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices at 5350 Pleasant Avenue, Fairfield, OH 45104 (the “City”), and AOZI–FAIRFIELD OFFICE, LLC, an Indiana limited liability company registered to do business in Ohio (the “Owner”). The City and the Owner may also be referred to herein collectively as the “Parties”, or each individually as a “Party”.

WITNESSETH:

WHEREAS, the City and the Owner entered into a Community Reinvestment Area Agreement (Ambrose Building Site) dated June 25, 2020 (the “CRA Agreement”); and

WHEREAS, the CRA Agreement provided the Owner with a ten year, 75% real property tax exemption applicable for each remodeling of the Building located on the Project Site (as each of those terms are defined in the CRA Agreement); and

WHEREAS, on or about August 3, 2022, the Owner transferred the Project Site to Koch Foods of Cincinnati LLC, an Ohio limited liability company (“New Owner”); and

WHEREAS, the New Owner has stated its intention to demolish the Building located on the Project Site; and

WHEREAS, as a result of the aforementioned events, the Parties have reevaluated their desire to continue with the CRA Agreement and have concluded that the CRA Agreement should be terminated; and

WHEREAS, on [March __, 2023], the City Council passed Ordinance No. _____ (the “Ordinance”) approving the termination of the CRA Agreement; and

WHEREAS, the City and the Owner desire to execute this Acknowledgment to document the termination of the CRA Agreement and of all of the rights and obligations contained therein;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties from the termination of the CRA Agreement, the Parties hereby agree to the following:

1. The City and the Owner hereby acknowledge and agree that the CRA Agreement is terminated effective on the Effective Date set forth above, and no provision of the CRA Agreement shall remain in effect after such Effective Date.

2. The City and Owner each waive any and all rights it had or may have had under the CRA Agreement.
3. This Acknowledgement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Acknowledgment to be executed by their duly authorized representatives, on the ____ day of _____, 2023.

CITY OF FAIRFIELD, OHIO

By: _____

Scott W. Timmer, City Manager

Approved as to form:

John Clemmons, Law Director

Approved as to content:

Greg Kathman, Development Services Director

AOZI-FAIRFIELD OFFICE, LLC

By: _____

Print Name: _____

Title: _____

**ACKNOWLEDGMENT OF TERMINATION OF
SCHOOL COMPENSATION AGREEMENT
(AMBROSE BUILDING SITE)**

This Acknowledgment of Termination of School Compensation Agreement (Ambrose Building Site) (this “Acknowledgment”) is made and entered into effective as of [March __, 2023] (the “Effective Date”), by and among the FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (the “School District”), the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices at 5350 Pleasant Avenue, Fairfield, OH 45104 (the “City”), and AOZI-FAIRFIELD OFFICE, LLC, an Indiana limited liability company registered to do business in Ohio (the “Owner”). The School District, the City and the Owner may also be referred to herein collectively as the “Parties”, or each individually as a “Party”.

WITNESSETH:

WHEREAS, the School District, the City and the Owner entered into a School Compensation Agreement (Ambrose Building Site) dated June 25, 2020 (the “School Compensation Agreement”); and

WHEREAS, the School Compensation Agreement approved a CRA Agreement for the Ambrose Building Site, dated June 25, 2020 (the “CRA Agreement”) and the CRA Exemption set forth therein and provided that the School District would receive a School District PILOT Payment calculated as a percentage of the CRA Exemption; and

WHEREAS, pursuant to the CRA Agreement, the Owner was provided with a ten year, 75% real property tax exemption applicable for each remodeling of the Building located on the Project Site (as those terms are defined in the CRA Agreement); and

WHEREAS, the Owner, prior to receiving any CRA Exemption under the CRA Agreement, on or about August 3, 2022, transferred the Project Site to Koch Foods of Cincinnati LLC, an Ohio limited liability company (“New Owner”); and

WHEREAS, the New Owner has stated its intention to demolish the Building located on the Project Site; and

WHEREAS, as a result of the aforementioned events, the Parties have reevaluated their desire to continue with the School Compensation Agreement and have concluded that the School Compensation Agreement should be terminated; and

WHEREAS, on [March __, 2023], the City Council passed Ordinance No. _____ (the “Ordinance”) approving the termination of the School Compensation Agreement; and

WHEREAS, on [March ___, 2023], the School District, by and through its Board of Education, passed Resolution No. _____ (the "Resolution") approving the termination of the School Compensation Agreement; and

WHEREAS, the School District, the City and the Owner desire to execute this Acknowledgment to document the termination of the School Compensation Agreement and of all of the rights and obligations contained therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties from the termination of the School Compensation Agreement, the Parties hereby agree to the following:

1. The School District, the City and the Owner hereby acknowledge and agree that the School Compensation Agreement is terminated effective on the Effective Date set forth above, and no provision of the School Compensation Agreement shall remain in effect after such Effective Date.
2. The School District, the City and the Owner each waive any and all rights it had or may have had under the School Compensation Agreement.
3. This Acknowledgement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Acknowledgment to be executed by their duly authorized representatives, on the ____ day of _____, 2023.

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____

CITY OF FAIRFIELD, OHIO

By: _____

Scott W. Timmer, City Manager

Approved as to form:

John Clemmons, Law Director

Approved as to content:

Greg Kathman, Development Services Director

AOZI-FAIRFIELD OFFICE, LLC

By: _____

Print Name: _____

Title: _____

ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized 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, in accordance with the acknowledgements 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 terminations be expedited to permit other possible development of the property; 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\Termination of CRA AOZI

Attachment: Termination of CRA Tax Abatement for AOZI (3495 : Termination of Ambrose Property Group Building Site CRA)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

Amendment of Ambrose Property Group Land Site CRA

Legislation Title:

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.

Background/Synopsis:

Ambrose Property Group, a real estate development firm based in Indianapolis, Indiana, acquired the Liberty Mutual/Ohio Casualty property at 9450 Seward Road in December 2019. Ambrose subsequently developed a major new speculative industrial park on the site, known as "Fairfield Commerce Park." Four new buildings have been built on the property and all are fully leased.

In order to advance the project, Fairfield City Council approved a 10-year, 75% Community Reinvestment Area (CRA) property tax abatement (Ordinance No. 45-20 passed June 25, 2020). The original CRA agreements divided the property into two areas, a Land Site and a Building Site. Ambrose and the City have mutually agreed to terminate the agreements for the Building Site, which encompasses the existing building that formerly housed Liberty Mutual offices.

The Land Site agreements will remain in place and benefit the four newly constructed buildings. An amendment is proposed to the Land Site School Compensation Agreement to remove a requirement for a supplemental school payment. The original School Compensation Agreement required the property owner to make an annual supplemental school payment to Fairfield City Schools during tax years 2020-2025 for any years in which the aggregate taxable value of the property was less than the purchase price paid by Ambrose in 2019. As of tax year 2022, the aggregate taxable value of the property exceeds the purchase price. Given that the supplemental school payments will no longer be required under the agreement terms, Ambrose has requested that the requirement be removed from the agreement text.

Approval of the ordinance would authorize the City Manager to enter into an agreement to amend the Land Site School Compensation Agreement. The Board of Education of the Fairfield City School District approved this amendment at its meeting on March 16, 2023.

Financial Impact:

N/A

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Amendment to Land Site School Comp Agreement - March 2023
2. Amendmentn to School Compensation Agreement AOZI

**AMENDMENT TO SCHOOL COMPENSATION AGREEMENT
(AMBROSE LAND SITE)**

THIS AMENDMENT TO SCHOOL COMPENSATION AGREEMENT (AMBROSE LAND SITE) (the “Amendment”), is made and entered into effective as of the ____ day of [March, 2023] (the “Effective Date”), by and between the CITY OF FAIRFIELD, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (the “City”), the FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (the “School District”), and AOZI-FAIRFIELD LAND, LLC, an Indiana limited liability company authorized to transact business in the State of Ohio (the “Owner”). The School District, the City and the Owner may also be referred to herein collectively as the “Parties”, or each individually as a “Party”.

WITNESSETH:

WHEREAS, Owner acquired real property within the City of Fairfield (the “Project Site”, as defined in the School Compensation Agreement), for the purpose of (i) constructing or causing the construction of (in one or more phases) on the Project Site, one or more office/warehouse/manufacturing buildings and related site improvements (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) and (ii) potentially remodeling or causing to be remodeled (in one or more phases) one or more of those Buildings (collectively, the “Project”); and

WHEREAS, the Parties on June 25, 2020, entered into a School Compensation Agreement (Ambrose Land Site) (the “School Compensation Agreement”) pursuant to Section 5709.82 of the Ohio Revised Code (“R.C. Section”) which permits school districts to enter into agreements to receive compensation in lieu of the real property tax revenue forgone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the City and Owner on June 25, 2020, entered into a Community Reinvestment Area Agreement (Ambrose Land Site) in accordance with R.C. Section 3735.671 (the “CRA Agreement”), which provided the Owner with: (i) a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of Buildings at the Project Site (as those terms are defined in the CRA Agreement) and (ii) a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in the assessed value after remodeling at the Project Site (collectively, the “CRA Exemption”); and

WHEREAS, through the School Compensation Agreement, the School District approved both the CRA Agreement and CRA Exemption and the Owner agreed under the conditions set forth therein to make payments to the School District including; (i) the School District PILOT Payment, and (ii) School District Supplemental Payment (as each of those terms are defined in the School Compensation Agreement); and

WHEREAS, as provided in the School Compensation Agreement, the School District would be entitled to receive a School District Supplemental Payment in event the Aggregate Fair

Market Value of the Project Site and Adjacent Site is less than the Aggregate Purchase Price for any tax year between 2020 and 2025.

WHEREAS, the Adjacent Site was acquired by an affiliate of the Owner, AOZI-FAIRFIELD OFFICE, LLC (the “Owner Affiliate”) and, as described in the School Compensation Agreement, is an approximately thirty (30) acre site adjacent to the Project Site, with an existing building; and

WHEREAS, the Adjacent Site is the subject of its own separate Community Reinvestment Area Agreement (Ambrose Building Site) entered into on June 25, 2020 between the City and the Owner Affiliate (the “Building Site CRA Agreement”) and its own separate School Compensation Agreement (Ambrose Building Site), entered into on June 25, 2020 between the School District, the City and the Owner Affiliate (the “Building Site School Compensation Agreement”); and

WHEREAS, the Owner Affiliate, on or about August 3, 2022, transferred the Adjacent Site to Koch Foods of Cincinnati LLC, an Ohio limited liability company (“New Owner”); and

WHEREAS, the New Owner has stated its intention to demolish the existing building located on the Adjacent Site; and

WHEREAS, based on the aforementioned events, the Parties anticipate terminating the Building Site School Compensation Agreement, and the Owner Affiliate and the City anticipate terminating Building Site CRA Agreement; and

WHEREAS, for tax year 2022, there was no School District Supplemental Payment due under the School Compensation Agreement; and

WHEREAS, for tax years 2023 through 2025, the Parties cannot foresee any realistic circumstance in which there will be any School District Supplemental Payment due under the School Compensation Agreement; and

WHEREAS, in light of the changes set forth herein, the School District, the City and the Owner each desire to execute this Amendment to the School Compensation Agreement in order to remove from that agreement the provision regarding the School District Supplemental Payment; and

WHEREAS, on [March __, 2023], the City Council passed Ordinance No. _____ (the “Ordinance”) approving this Amendment to the School Compensation Agreement; and

WHEREAS, on [March __, 2023], the School District, by and through its Board of Education, passed Resolution No. _____ (the “Resolution”) approving this Amendment to the School Compensation Agreement.

WHEREAS, this Amendment is also being acknowledged by companies that have received a partial assignment of the School Compensation Agreement from Owner (the “Partial Assignees”), and the Parties agree that this Amendment, which removes the provision regarding

the School District Supplemental Payment from the School Compensation Agreement, shall also remove any obligation with respect to the School District Supplemental Payment for the Partial Assignees.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties from this Amendment to the School Compensation Agreement, the Parties hereby agree as follows:

1. Defined Terms. Unless specifically defined herein, all capitalized terms used in this Amendment shall have the meaning assigned to them in the School Compensation Agreement.

2. Removal of Section 1(d) and School District Supplement Payment. Section 1(d) of the School Compensation Agreement is hereby deleted in its entirety (including romanettes (i) through (iv) under Section 1(d)). As of the Effective Date of this Amendment, the School District Supplemental Payment shall no longer be required under the School Compensation Agreement.

3. Removal of Reference to Adjacent Site in Section 1(e). Section 1(e) of the School Compensation Agreement is hereby amended to remove the reference to the Adjacent Site so that Section 1(e) of the School Compensation Agreement will now read:

1. (e) In the event the value for the Project Site, any Building, or any portion of any of the foregoing is finally determined (i.e., after the final resolution of any complaints or appeals) to be different than the value used in determining one or more payments under this Agreement, the Owner shall notify the School District and Butler Tech in writing within thirty (30) days after the expiration of all appeal periods related thereto and provide the School District and Butler Tech with calculations describing any overpayments or underpayments resulting from previous payments having been made based on a value different than the finally determined value (it being the objective of the Parties to have all finally determined payments under this Agreement to be based on finally determined values). Within thirty (30) days after the School District's receipt of that notice, the School District shall refund to the Owner any overpayments, and the Owner shall pay to the School District any underpayments. To the extent there is an overpayment or underpayment of the Butler Tech PILOT Payment, the Owner shall decrease or increase the next Butler Tech PILOT Payment to account for the overpayment or underpayment, and if there are no remaining Butler Tech PILOT Payments, the Owner shall pay Butler Tech any underpayment within thirty (30) days after its notice to the School District and Butler Tech, and the School District shall request that Butler Tech refund to the Owner any overpayment within thirty (30) days after the Owner's notice to the School District and Butler Tech.

3. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties including the Partial Assignees.

4. Conflicts. In the event of a conflict between the provisions of this Amendment and the provisions of the School Compensation Agreement, the provisions of this Amendment shall control.

5. Ratification. Except as expressly amended or modified herein, all of the terms, covenants and conditions of the School Compensation Agreement, including the School District PILOT Payment and the Butler Tech PILOT Payment, shall remain unchanged and in full force and effect; and the School Compensation Agreement, as herein amended and modified, is hereby ratified and confirmed.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. Entire Agreement. This Amendment constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes any prior agreements and understandings between the Parties as to those matters.

[Remainder of Page Intentionally Left Blank]

DRAFT 3-3-23

IN WITNESS WHEREOF, the School District, the City, and the Owner have caused this Amendment to the School Compensation Agreement to be executed in their respective names by their duly authorized officers to be effective as of the Effective Date.

**FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved March____, 2023

CITY OF FAIRFIELD, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved March____, 2023

Approved as to Form:

Law Director, John Clemmons

Approved as to Content:

Development Services Director, Greg Kathman

AOZI-FAIRFIELD LAND, LLC

By: _____
Printed Name: _____
Title: _____

Attachment: Amendment to Land Site School Comp Agreement - March 2023 (3498 : Amendment of Ambrose Property Group Land Site CRA)

ACKNOWLEDGEMENT OF AMENDMENT BY PARTIAL ASSIGNEE

AOZI - Fairfield Building I, LLC

By: Ambrose Property Group, LLC,
an Indiana limited liability company,
its Manager

By: _____
Printed Name: _____
Title: _____

AOZI - Fairfield Building II, LLC

By: Ambrose Property Group, LLC,
an Indiana limited liability company,
its Manager

By: _____
Printed Name: _____
Title: _____

AOZI - Fairfield Building IV, LLC

By: Ambrose Property Group, LLC,
an Indiana limited liability company,
its Manager

By: _____
Printed Name: _____
Title: _____

BTC III Fairfield Commerce Park I & II LLC,
a Delaware limited liability company

By: Build-To-Core Industrial Partnership III LLC,
a Delaware limited liability company, its Sole Member

By: BCG BTC III Managing Member LLC,
a Delaware limited liability company,
its Investment Managing Member

By: _____
Name: _____
Title: _____

AOZI - Fairfield Building III, LLC

By: Ambrose Property Group, LLC,
an Indiana limited liability company,
its Manager

By: _____
Printed Name: _____
Title: _____

BTC III Fairfield CP III LLC,
a Delaware limited liability company

By: Build-To-Core Industrial Partnership III LLC,
a Delaware limited liability company, its sole member

By: BCG BTC III Managing Member LLC,
a Delaware limited liability company,
its Investment Managing Member

By: _____
Name: _____
Title: _____

ORDINANCE NO. _____

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, LLC., AND DECLARING AN EMERGENCY.

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

- Section 1. The City Manager is hereby authorized to execute an Amendment to School Compensation Agreement which will modify the requirements of tax incentives granted to AOZI-FAIRFIELD, LLC, in accordance with the amendment 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 amendment be expedited to permit development of the property; 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\Amendment AOZI

Attachment: Amendment to School Compensation Agreement AOZI (3498 : Amendment of Ambrose Property Group Land Site CRA)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

Riegert Square Development and Easement Agreements

Legislation Title:

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.

Background/Synopsis:

The collection of commercial properties on the east side of Pleasant Avenue between 5070 and 5174 Pleasant Avenue is commonly known as Riegert Square. Although it may appear to be one development, Riegert Square was constructed in multiple pieces by different owners between the mid-1960s and late-1970s. Riegert Square remains in separate ownership today, with ten separate entities holding either fee simple interest or a ground lease for the various parcels.

As early as 1982, planners with the City of Fairfield had identified the need for improvements to Riegert Square. Because the properties were constructed by different entities at different times, common access points were not established, resulting in the construction of multiple driveways along Pleasant Avenue. There are presently 14 driveways onto Pleasant Avenue, in addition to Glenna Drive. Property owners and the City have discussed improvements over the last four decades, but no significant changes have been implemented.

In 2021, the City completed the Pleasant Avenue Corridor Study, studying the corridor between Nilles Road and Pleasant Run Creek. Among other factors, the study reviewed vehicle crash data from 2017-2019. The majority of crashes were related to driveways onto Pleasant Avenue. The study noted the high number and improper alignment of driveways, which results in multiple conflict points and increases the complexity of navigating through the corridor.

Following completion of the study, Development Services staff began meeting with property and business owners within Riegert Square to discuss the report findings and recommendations. Staff found that there was significant interest from the owners in the City leading a project to consolidate driveways, improve signage, and improve overall aesthetics of Riegert Square.

In 2022, the City contracted with an engineering firm to survey the area and design the proposed improvements. The current project scope includes reducing the number of driveways (from 14 to three on Pleasant Avenue, in addition to Glenna Drive), installing new ground signs that will allow each tenant to have signage at the street, adding landscaping to screen and soften the parking areas, and improving sidewalks and pedestrian lighting along Pleasant Avenue.

This ordinance authorizes the City Manager to enter into Development Agreements with the eight ownership or lessee entities representing the properties between and including 5072 Pleasant Avenue (currently occupied by Lindenwald Station) and 5174 Pleasant Avenue (currently occupied by Little Caesars Pizza). The eight agreements will all be substantially in the form attached hereto and are on file in the Development Services Department. The ordinance also authorizes the City Manager to grant a nonexclusive license to use a portion of the right of way of Glenna Drive for the purpose of storing trash receptacles.

In general, the agreements commit the City to making physical improvements within the right-of-way and parking areas of Riegert Square. Specifically, this scope includes 1) the removal of driveway curb cuts; 2) installation of a tree lawn, improved sidewalk, landscaping beds, and pedestrian lighting parallel to Pleasant Avenue; 3) removal of non-conforming pole signs and installation of new ground sign cabinets; and 4) installation of drainage improvements, new asphalt overlay, and new striping in parking areas.

The agreements commit the ownership or lessee entities to consent to the project plans, including the permanent closure of driveway curb cuts and removal of existing signage. Additionally, the entities are agreeing to collectively execute an easement agreement that provides for shared parking and cross access in the parking areas and grants an easement area for the City to construct the landscape bed parallel to Pleasant Avenue. This ordinance also authorizes the City Manager to sign the easement agreement, as the City owns one of the subject properties (5110 Pleasant Avenue). Individual property owners or tenants will be responsible for long-term maintenance of the new signage and parking areas, as well as the initial costs to customize signage panels for businesses operating in Riegert Square.

City staff are preparing to bid construction of the project, with a goal to complete substantial construction before the end of 2023. The City and its contractors will coordinate with business owners to mitigate traffic and access impacts as much as possible during construction.

Financial Impact:

These agreements will allow the City to advance a major redevelopment of Riegert Square, improving the aesthetic and economic condition of the Town Center area. The City has previously identified a portion of the City's American Rescue Plan Act (ARPA) allocation for use towards the cost of completing the physical improvements committed by the agreements.

Emergency Provision Explanation:

Emergency approval of the ordinance is requested to ensure that agreements can be executed in a timely manner so that construction can advance this summer, resulting in earlier benefits to businesses in the Town Center area.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Sample Development Agreement - Riegert Square
2. Development Agreements of Riegert Square

DEVELOPMENT AGREEMENT

THIS Development Agreement, "Agreement" effective April 1, 2023, is entered into by and between the **City of Fairfield, Ohio**, an Ohio municipal corporation (hereinafter referred to as "**City**"), and _____[**OWNER NAME**]_____, an Ohio Corporation (hereinafter referred to as "**Owner**" or collectively with Owners of other property in Riegert Square as **Owners**).

WITNESSETH

WHEREAS, the **City** prioritizes the physical appearance and economic health of the Fairfield Town Center area, consistent with the 1993 Town Center Development Plan and 2019 Fairfield Forward Comprehensive Plan both adopted by Fairfield City Council; and

WHEREAS, the **City** and **Owners** are desirous of improving properties in the Town Center area collectively known as Riegert Square, a stretch of separately-owned commercial properties located on the east side of Pleasant Avenue including the properties described on Exhibit A attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the **City** has created plans for physical improvements within the right-of-way and the existing parking areas on the Property, including the addition of new sidewalks and landscaping beds, removal of existing pole signs, installation of new ground signs, consolidating driveway access, installation of new pavement and striping in the parking areas, and related improvements (collectively hereinafter referred to as the "Project"); and

WHEREAS, the **City** seeks to increase employment opportunities and to encourage the establishment of new jobs in the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution and Section 718.15 and 718.151 of the Ohio Revised Code; and

WHEREAS, the **Owners** comprise the fee simple owners and/or ground lessees of the Property; and

WHEREAS, the **City** believes that its financial assistance for the Project as contemplated in this agreement will have a significant direct impact within the Fairfield community, improve the image and economic health of the Town Center, and have a positive impact on the revenues of the **City** through the creation and maintenance of job opportunities.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Agreement: **Owner** and **City** agree that the Project shall be developed in accordance with this Agreement and shall be subject to the easements, conditions and restrictions as set forth herein. **Owner** agrees that in order to secure the benefits to be derived by this Agreement, **Owner** will execute the Agreement Between Adjoining Landowners in substantially the form attached hereto as Exhibit B. **Owner** agrees to submit or allow the City to submit on Owner's behalf an application for approval of a PUD Concept and Final Development Plan to include the provisions of this Development Agreement in accordance with Exhibit C attached hereto and the D-1 Zoning District requirements.

2. Access: The **City** has developed a plan for consolidating access points to the Property by reducing the number of curb cuts from Pleasant Avenue to the parking areas on the Property. As a result, some **Owners'** portion of the Property will have no direct curb cuts onto Pleasant Avenue. **Owner** agrees that the **City** may remove the existing curb cuts serving the Property and agrees that access to the Property shall be permitted exclusively via curb cuts installed by the **City** creating three shared driveway locations on Pleasant Avenue and two shared driveway locations on Glenna Drive as shown on Exhibit C attached hereto. The **City**, at its expense, will remove the existing curb, apron, and sidewalk in the curb cut areas and install new curbs and sidewalks preventing vehicular access except via the new curb cuts.

3. Easements: Each **Owner** will grant to each other **Owner and the City** an easement for access, ingress/egress, and parking on, over, upon and across each **Owners'** portion of the Property in the areas identified in Exhibit B. Said easement will permit the Property to be served by consolidated access

points operated as a single integrated development. The **City**, at its expense, will record the Agreement Between Adjoining Landowners providing for same.

4. Consent and waiver: In consideration of the terms and provisions of this Agreement, **Owner** consents to and waives their right to access to Pleasant Avenue from their portion of the Property other than via the access easements. Owner agrees that City may remove all existing curb cuts and replace them with curb cuts as shown on Exhibit C. **Owner** shall not be permitted to reestablish or install a curb cut onto Pleasant Avenue without the approval of the **City** and **City** reserves the right to reject a Curb Cut/Driveway Permit.

5. As part of the Project, the parking areas serving the Property will be reconfigured and striped as shown in Exhibit C. The **City**, at its expense, will provide a one and one-half (1 ½) inch asphalt milling and overlay, new striping, and accessible parking spaces within the parking areas.

6. After **City** has completed the asphalt overlay and striping, **Owner** agrees to maintain the asphalt and striping upon their portion of the Property in good condition and repair, striped in accordance with the striping plan shown on Exhibit C and in accordance with the provisions of the City Planning and Zoning Code.

7. Landscaping: As part of the Project, landscape beds will be installed parallel to the sidewalk along Pleasant Avenue in the area as shown in Exhibit C. The **City**, at its expense, will install curbing around the landscape beds, native plantings, and pedestrian lighting. Following completion of the Project, the **City** will maintain the landscape beds including weeding, mulching, trimming and pruning of plantings and trees, and replacement of dead plants. **Owner** agrees to promptly remove trash from the landscape beds located on their portion of the Property as part of regular parking area maintenance.

8. Lawn: As part of the project, a grass tree lawn will be installed between the curb and sidewalk in the area as shown in Exhibit C. The **City**, at its expense, will install topsoil and seed the new grass. Following completion of the Project, the **City** will maintain the grass tree lawn area including mowing and weeding.

Owner agrees to promptly remove trash from the grass tree lawn area as part of regular parking area maintenance.

9. Signage: As part of the Project, **City**, at its expense, will install nine (9) new ground sign cabinets in the easement area in the locations approximately as shown on Exhibit C following the design shown in Exhibit D. **Owner** agrees that the **City** may remove, at the **City's** expense, any existing pole signage from the Property. **Owner** agrees to cooperate with the **City** to remove electrical service facilities serving existing signage.

10. Shared Use of Signs: The ground sign cabinets will be subdivided into multiple smaller panels providing signage space for individual business tenants. The Agreement Between Adjoining Landowners includes easements to ensure each **Owner** has space on a ground sign cabinet for signage and specifies the percentage of sign space on the ground signs available to each Owner. Owner agrees to the allocation of sign space for their Property. **Owner** will be responsible to coordinate usage of the sign panels provided for their portion of the Property with other **Owners** and no **Owner** shall deny any other **Owner** use of the percentage of the signage on the sign cabinet provided for their portion of the Property.

11. Maintenance of Signs: **Owners** will be responsible to maintain the ground sign cabinets, including the brick bases and concrete foundations, after they are installed. Additionally, Owners shall maintain the sign cabinets in good repair, replacing light bulbs and internal wiring as required, replacing broken sign panels, and following other requirements for signs as required by the **City** Planning & Zoning Code. The **City** will not contribute financially to any modifications to signage after the ground sign cabinets have been installed.

12. Utilities: The ground sign cabinets will be connected to a common electrical source. The **City** will maintain a utility account with an electric utility provider and pay all bills for electric costs. **Owner** shall pay One Hundred Dollars and 00/100 (\$100.00) annually on or before March 31 for each ground sign cabinet

on their property. The City of Fairfield Finance Department will send each **Owner** an invoice annually for payment.

13. Design Review: Prior to installation of the ground sign cabinets on the Property, the City will apply to the City's Design Review Board and/or Planning Commission for approval of the sign cabinet design and specifications. The **City** will also seek approval from the City's Design Review Board and/or Planning Commission to delegate design approval of the individual business tenant signage panels to the City's Development Services Department. Should an **Owner** disagree with the determination of the Development Services Department, the **Owner** may apply to the City's Design Review Board and/or Planning Commission for design approval.

14. Easement to City for Landscape Signs and Utilities: **Owner** grants to **City** an easement for installation and maintenance of Landscaping, Signage and Utilities in the area identified in Exhibit B . The **City** will install landscaping, ground signs and utilities for same to be served by a single electric service in the Landscape, Signage and Utility easement.

15. Cross Easements for Signage and Utilities: Signage shall be permitted on ground signs to be located as shown on Exhibit C and allocated among the **Owners** as shown and provided for in the Agreement Between Adjoining Landowners. No additional permanent ground signage except as shown on Exhibit C shall be permitted upon any lot without the approval of the **City** of Fairfield Planning Commission. Any additional signage if so permitted shall conform to the D-1 Zoning District requirements as stated in the City Planning & Zoning Code as the same may hereafter be amended.

16. Project Timeline and Maintenance of Traffic:

(a) The **City** anticipates completion of construction of the Project within calendar year 2023, contingent on the **Owners** executing all necessary agreements.

(b) During construction, the **City** and its contractors will attempt to maintain vehicular and pedestrian access to the Property. Closure of access points and parking areas will be required at times to perform construction activities.

17. Additional Terms:

(a) Termination. In the event that the **City** elects to not move forward with the Project, or if sufficient agreement is not reached among the **Owners**, the **City** may terminate this Agreement by written notice to **Owner**.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

(c) Forum and Venue. All actions regarding this Agreement shall be brought in any court of competent subject matter jurisdiction in Butler County, Ohio.

(d) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. Notwithstanding any representations to the contrary, or other facts, the parties are not bound to the provisions of this Agreement prior to full and final execution of this document by all parties.

(e) Severability. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted without the prior express written consent of **City**. Notwithstanding the foregoing, this Agreement may be assigned without prior consent of **City**, but upon prior written notice to **City**, in the following instance: by **Owner** in the event of the sale their Property.

(g) Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the **Owner**, but to any and all successors and assigns.

(h) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as a party hereto may designate in written notice transmitted in accordance with this provision.

City: City Manager
City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

Owner: [INSERT OWNER CONTACT]

IN WITNESS WHEREOF, the City of Fairfield, Ohio, pursuant to Ordinance _____, has caused this instrument to be executed this ____ day of _____, 2023 and Owner has caused this instrument to be executed this ____ day of _____, 2023.

City of Fairfield

Scott W. Timmer
City Manager

Owner:

[OWNER NAME]

Name:

Title:

Approved as to Form:

John H. Clemmons
Fairfield City Law Director

Approved as to Content:

Gregory Kathman
Fairfield Development Services Director

EXHIBIT A
RIEGERT SQUARE PROPERTY

Attachment: Sample Development Agreement - Riegert Square (3508 : Riegert Square Development and Easement Agreements)

Exhibit "A"

Parcel 1 (Cooper):

Entire Lot Numbered Fourteen Thousand One Hundred Twenty-One (14121) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5072 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-109

Prior Deed Reference:

Parcel 2 (McNutt):

Entire Lot Numbered one thousand two hundred eighty (1,280) and ten (10) feet to be taken evenly off the south side of Lot Number one thousand two hundred seventy-nine (1,279) as the same are known and designated in the City of Fairfield, Butler County, Ohio.

Property Address: 5080 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-006, A0700-041-000-007

Prior Deed Reference: Book 7440, Page 1392

Parcel 3 (PAIC):

Entire Lot Number Twelve Hundred Eighty-one (1281) and the north half of Lot Number Twelve Hundred Eighty-two (1282), as the same are known and designated on the List of Lots in the City of Fairfield, Butler County, Ohio.

Property Address: 5088 Pleasant Avenue & 5092 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-008, A0700-041-000-009

Prior Deed Reference: Book 941, Page 59

Parcel 4 (PAIC):

Entire Lot Number One Thousand Two Hundred Eighty-three (1283) and the north one-half of Lot Numbered One Thousand Two Hundred Eighty-two (1282) as the same are known and designated on the list of lots in the City of Fairfield, Butler County, Ohio.

Property Address: 5096 Pleasant Avenue & 5098 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-010, A0700-041-000-011

Prior Deed Reference: Book 942, Page 18

Parcel 5 (1688):

Entire Lot Numbered One Thousand Two Hundred Eighty-Four (1284) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5104 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-012

Prior Deed Reference: Book 9798, Page 658

Parcel 6 (City):

Being 50 ft. taken evenly off the North side of lot number One Thousand Two Hundred Eighty-Five (1285) as the same is known and designated on the List of Lots of the City of Fairfield, Butler County, Ohio.

Property Address: 5110 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-013

Prior Deed Reference: Book 9862, Page 1709

Parcel 7 (Ashcraft):

Tract I: Entire Lot Numbered One Thousand Two Hundred Eighty-Six (1286) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5120 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-014

Prior Deed Reference: Book 9737, Page 1396

Tract II: Situated and being in the City of Fairfield, Butler County, Ohio, and being part of Lot Numbered One Thousand Two Hundred Eighty-Five (1285) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio, and also being in Section 34, Town 2, Range 2, Fairfield Township, being a strip of land ten (10) feet in width, taken evenly off the south side of said lot and is

bounded and described as follows: Beginning at the southwest corner of said Lot Number One Thousand Two Hundred Eighty-Five (1285); thence northwardly along the west line of said lot, 10.00 feet; thence eastwardly, 10.00 feet north of and parallel to the south line of said lot, 198.00 feet; thence south along the east line of said lot, 10.00 feet; thence along the south line of said lot, 198.00 feet to the point of beginning. Subject to easements, conditions and restrictions of record.

Property Address: 5120 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-093

Prior Deed Reference: Book 9737, Page 1396

Parcel 8 (Naslin):

Lots Numbered One Thousand Two Hundred Eighty-Seven (1287) and One Thousand Two Hundred Eighty-Eight (1288), as the same are known and designated on the Revised List of Lots in the City of Fairfield, Butler County, Ohio, save and excepting the part of Lot #1288, which was conveyed to the City of Fairfield, an Ohio municipal corporation, recorded in Volume 1351, Page 371, of the Butler County, Ohio, Deed Records, which thereafter become a dedicated street as set forth in Volume 1474, Page 346, of the Butler County, Ohio, Deed Records.

Property Address: 5130 Pleasant Avenue & 5136 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-015, A0700-041-000-016

Prior Deed Reference: Book 9567, Page 796

Parcel 9 (McNutt):

Lots Numbered One Thousand Two Hundred Eighty-Nine (1289) and One Thousand Two Hundred Ninety (1290) as the same are known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5142 Pleasant Avenue & 5148 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-017, A0700-041-000-018

Prior Deed Reference: Book 7440, Page 1392

Parcel 10 (Suburban):

Entire Lot Numbered One Thousand Two Hundred Ninety-One (1291) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5158 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-019

Prior Deed Reference: Book 9252, Page 260

Parcel 11 (Suburban):

Situated in the City of Fairfield, County of Butler, State of Ohio; Lots numbered one thousand two hundred ninety-two (1292), one thousand two hundred ninety-three (1293) and one thousand two hundred ninety-four (1294) as the same are known and designated on the list of lots in the City of Fairfield, Butler County, Ohio; SAVE AND EXCEPTING THEREFROM that part of the Lot one thousand two hundred ninety-four (1294) conveyed to Donald E. Baecker in Book 1200, Page 142 of the Deed Records of Butler County, Ohio, and described as follows: Situated and being in the City of Fairfield, Butler County, Ohio and being part of Lot one thousand two hundred ninety-four (1294) as known and designated on the list of lots for said city in the office of the Butler County Ohio Auditor, and is bounded and described as follows: Beginning at the southeast corner of said Lot one thousand two hundred ninety-four (1294); thence westwardly along the south line of said Lot one thousand two hundred ninety-four (1294), one hundred ninety-eight and zero hundredths (198.00) feet to the southwest corner of said Lot; thence along the west line of said Lot northwardly five and twenty-nine hundredths (5.29) feet; thence on a line in the easterly direction, one hundred ninety-eight and zero hundredths (198.00) feet to a point in the east line of said Lot one thousand two hundred ninety-four (1294); thence southwardly, six and twenty-seven hundredths (6.27) feet to the point of beginning, being subject to the right-of-way of Pleasant Avenue (SR #127) and to any easements of record, containing 0.026 acres.

Property Address: 5166 Pleasant Avenue, Fairfield, OH 45014 (1292)

Parcel Number: A0700-041-000-020

Property Address: 5174 Pleasant Avenue, Fairfield, OH 45014 (1293)

Parcel Number: A0700-041-000-021

Property Address: 5174 Pleasant Avenue, Fairfield, OH 45014 (1294)

Parcel Number: A0700-041-000-022

Prior Deed Reference: Book 9015, Page 1620

EXHIBIT B
AGREEMENT BETWEEN ADJOINING LANDOWNERS

Attachment: Sample Development Agreement - Riegert Square (3508 : Riegert Square Development and Easement Agreements)

AGREEMENT BETWEEN ADJOINING LANDOWNERS

This Agreement Between Adjoining Landowners is made and entered into this _____ day of March, 2023 by and between:

City of Fairfield, Ohio, an Ohio Municipal Corporation (hereinafter “**City**”),
Michael Lee Cooper and Donna Marie Cooper, Husband and Wife (hereinafter “**Cooper**”),
Randy McNutt and Cheryl Bauer, Husband and Wife and **Robyn Beck and Edwin R. Beck**, Husband and Wife (hereinafter “**McNutt**”),
Joan S. Schwab, Trustee under agreement dated 9/27/95 (hereinafter “**Schwab**”),
Pleasant Avenue Investment Company, Inc., an Ohio Corporation (hereinafter “**PAIC**”),
Number One 1688, LLC, an Ohio limited liability company (hereinafter “**1688**”),
Kevin S. Ashcraft, unmarried (hereinafter “**Ashcraft**”),
Naslin Enterprises, LLC, an Ohio Limited Liability Company (hereinafter “**Naslin**”),
Suburban Realty, LP, a Pennsylvania Limited partnership (hereinafter “**Suburban**”).

City, Cooper, McNutt, Schwab, PAIC, 1688, Ashcraft, Naslin, and Suburban are collectively hereinafter referred to as the “**Parties**”.

ARTICLE I – RECITALS

- 1.1 **Cooper** is the Owner in fee simple of Parcel 1 as described on Exhibit A attached hereto.
- 1.2 **McNutt** is the Owner in fee simple of Parcels 2 & 9 as described on Exhibit A attached hereto. **Schwab** is the Owner of a ground lease of Parcel 2. **Suburban** is the Owner of a ground lease of Parcel 9.
- 1.3 **PAIC** is the Owner in fee simple of Parcels 3 and 4 as described on Exhibit A attached hereto.
- 1.4 **1688** is the Owner in fee simple of Parcel 5 as described on Exhibit A attached hereto.
- 1.5 **City** is the Owner in fee simple of Parcel 6 as described on Exhibit A attached hereto.
- 1.6 **Ashcraft** is the Owner in fee simple of Parcel 7 as described on Exhibit A attached hereto.
- 1.7 **Naslin** is the Owner in fee simple of Parcel 8 as described on Exhibit A attached hereto.
- 1.8 **Suburban** is the Owner in fee simple of Parcels 10 and 11, as described on Exhibit A attached hereto.

ARTICLE II – AGREEMENT

2.1 The **Parties** being all of the owners of the real estate as more fully described on Exhibit “A” attached hereto (“collectively hereinafter referred to as the “Real Estate”), do hereby establish and declare that all or any part of the Real Estate shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Real Estate and which shall run with the Real Estate and which shall be binding upon all parties having any right, title, or interest in the Real Estate or any part of it or any Parcel, their heirs, successors, and assigns and shall inure to the benefit of each owner of a Parcel and to the City of Fairfield, Ohio and shall be enforceable by the **Parties** and by the **City**.

ARTICLE III – EASEMENTS

3.1 **Cross Easements for Access, Ingress/Egress & Parking.** The **Parties**, their heirs, successors and assigns hereby grant to the owners of each other Parcel and their respective heirs, successors, assigns, employees, agents, customers, tenants, licensees and invitees a permanent non-exclusive easement for (i) access including vehicular and pedestrian ingress and egress upon, over and across the Real Estate and (ii) parking on the Real Estate. The access, ingress and egress easement and the parking easement being

in the area as shown on the plat attached hereto as Exhibit "B" and identified as the "Proposed Parking & Access Easement".

Ingress and egress shall be by means of the drives ("Drive") constructed in the Easement Area and shall be used by the owners of each Parcel, their guests and invitees solely for purposes of accessing the businesses and related improvements constructed on their Parcel and no other purpose. The **Parties** consent to and waive their right to access to and from Pleasant Avenue from their Parcel except as permitted by the Easement created hereby. The **Parties** agree that they will not be permitted to re-establish curb cuts without the approval of the City of Fairfield Planning Commission which may be reasonably withheld.

3.2 Easements to City for Landscaping, Signage and Utilities. The **Parties**, their heirs, successors and assigns hereby grant to The City of Fairfield, Ohio an Ohio Municipal Corporation a permanent non-exclusive easement for installation and maintenance of Landscaping, Signage and Utilities upon the Real Estate in the areas as shown on the plat attached hereto as Exhibit "C" and identified as the "Proposed Landscape, Sign & Utility Easement".

3.3 Cross Easements for Signage and Utilities. The **Parties**, their heirs, successors and assigns hereby grant to the owners of each other Parcel, and their respective heirs, successors, assigns and tenants a permanent non-exclusive easement for installation of signage and private and public or quasi-public utilities upon the Real Estate in the area as shown on the plat attached hereto as Exhibit "C" and identified as the "Proposed Landscape, Sign & Utility Easement".

3.4 Easements for use of space on ground signs.

- 3.4.1 **PAIC**, its heirs successors and assigns as the Owner of Parcel 3 grants a permanent easement to the Owner of the North ½ of Lot number 1282 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Lot Number 1281 to advertise the business operating on the North ½ of Lot Number 1282.
- 3.4.2 **PAIC**, its heirs successors and assigns as the Owner of Parcel 4 grants a permanent easement to the Owner of the South ½ of Lot number 1282 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Lot Number 1283 to advertise the business operating on the South ½ of Lot Number 1282.
- 3.4.3 **1688**, its heirs successors and assigns as the Owner of Parcel 5 grants a permanent easement to City as the Owner of Parcel 6 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Parcel 5 to advertise the business operating on Parcel 6.
- 3.4.4 **Ashcraft**, their heirs successors and assigns as the Owner of Parcel 7 grants a permanent easement to City as the Owner of Parcel 6 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Parcel 7 to advertise the business operating on Parcel 6.
- 3.4.5 **Naslin**, its heirs successors and assigns as the Owner of Lot Number 1288 grants a permanent easement to the Owner of Lot number 1287 their heirs, successors, assigns and tenants to install signage upon 1/2 of the area on the ground sign cabinet on Lot Number 1288 to advertise the business operating on Lot Number 1287.
- 3.4.6 **McNutt**, its heirs successors and assigns as the Owner of Lot 1290 grants a permanent easement to the Owner of Lot number 1289 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Lot Number 1290 to advertise the business operating on the Lot Number 1289.
- 3.4.7 **McNutt**, its heirs successors and assigns as the Owner of Lot 1290 grants a permanent easement to the Owner of Parcel 10 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Lot Number 1290 to advertise the business operating on Parcel 10.

3.4.8 **Suburban**, its heirs successors and assigns as the Owner of Lot 1293 grants a permanent easement to the Owner of Lot number 1292 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Lot Number 1293 to advertise the business operating on the Lot Number 1292.

3.4.9 **Suburban**, its heirs successors and assigns as the Owner of Lot 1293 grants a permanent easement to the Owner of the part of Lot number 1294 included in Parcel 11 their heirs, successors, assigns and tenants to install signage upon 1/3 of the area on the ground sign cabinet on Lot Number 1293 to advertise the business operating on the part lot 1294.

3.5 The **Parties** agree that no grant of easement or any other right included herein shall merge with the fee title for said property for any reason, including but not limited to the dominant and servient estates being held now or in the future in common ownership. The **Parties** agree that upon any transfer of title to any Parcel now or hereafter owned by them they will give notice of the terms of this easement and transfer the property subject to the easements and rights set forth herein. Any purported transfer which does not preserve the easement rights granted herein shall be deemed made subject to the terms and conditions herein.

ARTICLE IV - MAINTENANCE

4.1 **Maintenance.** The **Parties** agree to maintain the easement areas on their Parcel, including but not limited to asphalt, concrete, striping and signs in good condition and repair and free of debris, trash, ice and snow. The **Parties** agree to permit the City of Fairfield, Ohio to maintain the landscaping and utilities in the Landscape Area.

ARTICLE V - MISCELLANEOUS

5.1 The easements, covenants, conditions and restrictions set forth in this Declaration shall be covenants running with the land and shall bind the Real Estate and the Parcels and shall inure to the benefit of each Parcel owner, occupant, tenant, or their legal representative, heirs, devisees, successors and assigns, and shall remain in full force and effect unless amended or terminated.

5.2 Reference in any deed of conveyance, or in any mortgage or other instrument to the covenants, conditions, restrictions, easements, rights and obligations described in this Declaration, shall be sufficient to create and reserve such covenants, conditions, restrictions, easements, rights and obligations, to the respective grantees, mortgagees and benefitted parties in said instruments as fully and completely as though such covenants, conditions, restrictions, easements, rights and obligations were recited fully and set forth in their entirety in such instruments. The Unity of ownership of any or all Parcels shall not merge the covenants, conditions, restrictions, easements, rights and obligations created hereby.

5.3 No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create or shall be construed as creating a condition subsequent or possibility of reverter.

5.4 The determination by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision herein.

5.5 The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

5.6 **Parties** reserve the right and power to amend this Declaration as necessary to conform to the requirements governing the purchase of insurance of mortgages by the Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization.

5.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same written instrument.

IN WITNESS WHEREOF, the **Parties** have caused their names to be signed hereto effective the _____ day of May, 2023.

City of Fairfield, Ohio

Scott W. Timmer, City Manager

STATE OF OHIO, COUNTY OF BUTLER, SS:
The foregoing instrument was acknowledged before me this _____ day of March, 2023 by **Scott W. Timmer, City Manager** on behalf of **The City of Fairfield, Ohio**, an Ohio Municipal Corporation.

Notary Public

Michael Lee Cooper

Donna Marie Cooper

STATE OF OHIO, COUNTY OF BUTLER, SS:
The foregoing instrument was acknowledged before me this _____ day of March, 2023 by **Michael Lee Cooper and Donna Marie Cooper**, Husband and Wife.

Notary Public

Randy McNutt

Cheryl Bauer

STATE OF OHIO, COUNTY OF BUTLER, SS:
The foregoing instrument was acknowledged before me this _____ day of March, 2023 by **Randy McNutt and Cheryl Bauer**, Husband and Wife.

Notary Public

Robyn Beck

Edwin R. Beck

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of March, 2023 by **Robyn Beck and Edwin R. Beck**, Husband and Wife.

Notary Public

Joan S. Schwab, Trustee

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of March, 2023 by **Joan S. Schwab, Trustee**.

Notary Public

Pleasant Avenue Investment Company, Inc.

Joseph Schwarz, President

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of March, 2023 by **Joseph Schwarz, President of Pleasant Avenue Investment Company, Inc.**, an Ohio Corporation

Notary Public

Number One 1688, LLC

_____, **Authorized Member**

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of March, 2023 by _____ and _____ being all of the members of **Number One 1688, LLC**, an Ohio limited liability company.

Notary Public

Attachment: Sample Development Agreement - Riegert Square (3508 : Riegert Square Development and Easement Agreements)

Kevin S. Ashcraft

STATE OF OHIO, COUNTY OF BUTLER, SS:
The foregoing instrument was acknowledged before me this ____ day of March, 2023 by **Kevin S. Ashcraft**, unmarried.

Notary Public

Naslin Enterprises, LLC

_____, **Authorized Member**

STATE OF OHIO, COUNTY OF BUTLER, SS:
The foregoing instrument was acknowledged before me this ____ day of March, 2023 by _____ and _____ being all of the members of **Naslin Enterprises, LLC**, an Ohio Limited Liability Company

Notary Public

Suburban Realty, LP a Pennsylvania Limited Partnership
By: Suburban Choice Realty, Inc, a
 Pennsylvania Corporation, its
 General Partner

By: _____
 Anthony Colombo, President

STATE OF OHIO, COUNTY OF BUTLER, SS:
 The foregoing instrument was acknowledged before me this ____ day of March, 2023 by
Anthony Colombo, President of Suburban Choice Realty, Inc, a Pennsylvania Corporation, being the
General Partner of **Suburban Realty, LP**, an Pennsylvania Limited Partnership on behalf of said limited
partnership.

Notary Public

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

Active Clients\City of Fairfield\Riegert Square\2023-03-01-Agreement Between Adjoining Landowners

Attachment: Sample Development Agreement - Riegert Square (3508 : Riegert Square Development and Easement Agreements)

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Parcel Number: A0700-041-000-109

Prior Deed Reference:

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Property Address: 5080 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-006, A0700-041-000-007

Prior Deed Reference: Book 7440, Page 1392

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Property Address: 5088 Pleasant Avenue & 5092 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-008, A0700-041-000-009

Prior Deed Reference: Book 941, Page 59

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Entire Lot Number One Thousand Two Hundred Eighty-three (1283) and the north one-half of Lot Numbered One Thousand Two Hundred Eighty-two (1282) as the same are known and designated on the list of lots in the City of Fairfield, Butler County, Ohio.

Property Address: 5096 Pleasant Avenue & 5098 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-010, A0700-041-000-011

Prior Deed Reference: Book 942, Page 18

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Property Address: 5104 Pleasant Avenue, Fairfield, OH 45014

Parcel Number: A0700-041-000-012

Prior Deed Reference: Book 9798, Page 658

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Being 50 ft. taken evenly off the North side of lot number One Thousand Two Hundred Eighty-Five (1285) as the same is known and designated on the List of Lots of the City of Fairfield, Butler County, Ohio.

Property Address: 5110 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-013

Prior Deed Reference: Book 9862, Page 1709

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Tract I: Entire Lot Numbered One Thousand Two Hundred Eighty-Six (1286) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5120 Pleasant Avenue, Fairfield, OH 45014

Parcel Numbers: A0700-041-000-014

Prior Deed Reference: Book 9737, Page 1396

Tract II: Situated and being in the City of Fairfield, Butler County, Ohio, and being part of Lot Numbered One Thousand Two Hundred Eighty-Five (1285) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio, and also being in Section 34, Town 2, Range 2, Fairfield Township, being a strip of land ten (10) feet in width, taken evenly off the south side of said lot and is

bounded and described as follows: Beginning at the southwest corner of said Lot Number One Thousand Two Hundred Eighty-Five (1285); thence northwardly along the west line of said lot, 10.00 feet; thence eastwardly, 10.00 feet north of and parallel to the south line of said lot, 198.00 feet; thence south along the east line of said lot, 10.00 feet; thence along the south line of said lot, 198.00 feet to the point of beginning. Subject to easements, conditions and restrictions of record.

Property Address: 5120 Pleasant Avenue, Fairfield, OH 45014
Parcel Numbers: A0700-041-000-093
Prior Deed Reference: Book 9737, Page 1396

Parcel 8 (Naslin):

Lots Numbered One Thousand Two Hundred Eighty-Seven (1287) and One Thousand Two Hundred Eighty-Eight (1288), as the same are known and designated on the Revised List of Lots in the City of Fairfield, Butler County, Ohio, save and excepting the part of Lot #1288, which was conveyed to the City of Fairfield, an Ohio municipal corporation, recorded in Volume 1351, Page 371, of the Butler County, Ohio, Deed Records, which thereafter become a dedicated street as set forth in Volume 1474, Page 346, of the Butler County, Ohio, Deed Records.

Property Address: 5130 Pleasant Avenue & 5136 Pleasant Avenue, Fairfield, OH 45014
Parcel Numbers: A0700-041-000-015, A0700-041-000-016
Prior Deed Reference: Book 9567, Page 796

Parcel 9 (McNutt):

Lots Numbered One Thousand Two Hundred Eighty-Nine (1289) and One Thousand Two Hundred Ninety (1290) as the same are known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

Property Address: 5142 Pleasant Avenue & 5148 Pleasant Avenue, Fairfield, OH 45014
Parcel Number: A0700-041-000-017, A0700-041-000-018
Prior Deed Reference: Book 7440, Page 1392

Parcel 10 (Suburban):

Entire Lot Numbered One Thousand Two Hundred Ninety-One (1291) as the same is known and designated on the list of lots in the City of Fairfield, Butler County, Ohio. Subject to easements, conditions and restrictions of record.

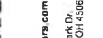
Property Address: 5158 Pleasant Avenue, Fairfield, OH 45014
Parcel Number: A0700-041-000-019
Prior Deed Reference: Book 9252, Page 260

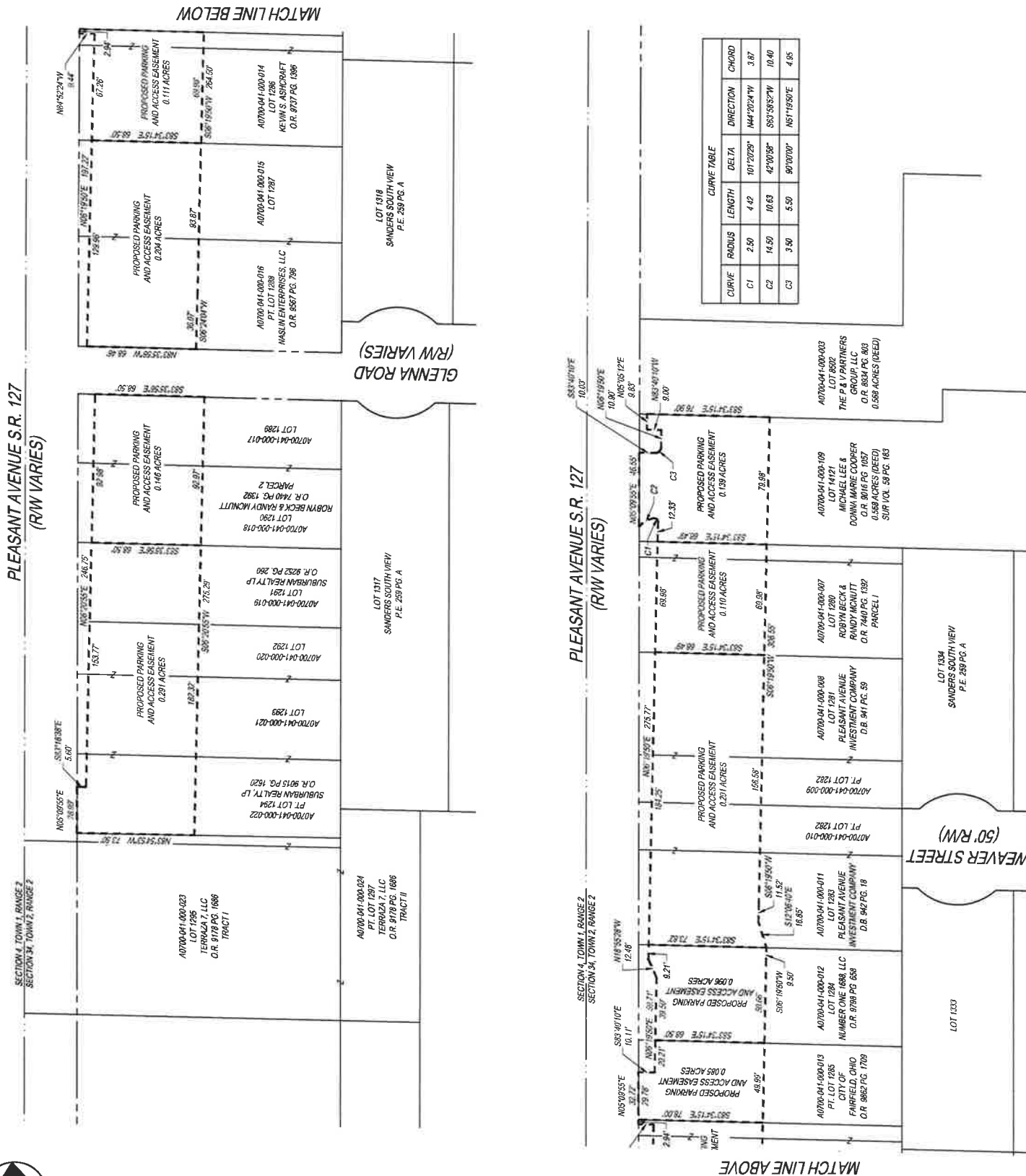
Parcel 11 (Suburban):

Situated in the City of Fairfield, County of Butler, State of Ohio; Lots numbered one thousand two hundred ninety-two (1292), one thousand two hundred ninety-three (1293) and one thousand two hundred ninety-four (1294) as the same are known and designated on the list of lots in the City of Fairfield, Butler County, Ohio; SAVE AND EXCEPTING THEREFROM that part of the Lot one thousand two hundred ninety-four (1294) conveyed to Donald E. Baecker in Book 1200, Page 142 of the Deed Records of Butler County, Ohio, and described as follows: Situated and being in the City of Fairfield, Butler County, Ohio and being part of Lot one thousand two hundred ninety-four (1294) as known and designated on the list of lots for said city in the office of the Butler County Ohio Auditor, and is bounded and described as follows: Beginning at the southeast corner of said Lot one thousand two hundred ninety-four (1294); thence westwardly along the south line of said Lot one thousand two hundred ninety-four (1294), one hundred ninety-eight and zero hundredths (198.00) feet to the southwest corner of said Lot; thence along the west line of said Lot northwardly five and twenty-nine hundredths (5.29) feet; thence on a line in the easterly direction, one hundred ninety-eight and zero hundredths (198.00) feet to a point in the east line of said Lot one thousand two hundred ninety-four (1294); thence southwardly, six and twenty-seven hundredths (6.27) feet to the point of beginning, being subject to the right-of-way of Pleasant Avenue (SR #127) and to any easements of record, containing 0.026 acres.

Property Address: 5166 Pleasant Avenue, Fairfield, OH 45014 (1292)
Parcel Number: A0700-041-000-020
Property Address: 5174 Pleasant Avenue, Fairfield, OH 45014 (1293)
Parcel Number: A0700-041-000-021
Property Address: 5174 Pleasant Avenue, Fairfield, OH 45014 (1294)
Parcel Number: A0700-041-000-022
Prior Deed Reference: Book 9015, Page 1620



 THE KLEINGERS GROUP CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 1219 Claitor Park Dr. Cincinnati, OH 45269 513.779.1951	EXHIBIT B	SEAL: 	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 85%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2-22-23</td> <td>EASEMENT PLAT</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	2-22-23	EASEMENT PLAT	EASEMENT PLAT SECTION 34, TOWN 2, RANGE 2, BTM, CITY OF FAIRFIELD BUTLER COUNTY, OHIO FOR: CITY OF FAIRFIELD	PROJECT NO. 220611VRP000 DATE: 2-22-2023 SCALE:  1" = 40' SHEET NAME
NO.	DATE	DESCRIPTION									
1	2-22-23	EASEMENT PLAT									
				EASEMENT PLAT SECTION 34, TOWN 2, RANGE 2, BTM, CITY OF FAIRFIELD BUTLER COUNTY, OHIO FOR: CITY OF FAIRFIELD	PROJECT NO. 220611VRP000 DATE: 2-22-2023 SCALE:  1" = 40' SHEET NAME						







THE KLEINGERS GROUP

CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE

www.kleingers.com
6549 Osage Park Dr.
Wm. Conroy, OH 43089
513.779.7851

EXHIBIT C



NO.	DATE	DESCRIPTION
1	2-22-23	EASEMENT PLAT

EASEMENT PLAT
SECTION 34, TOWN 2, RANGE 2, BTM.
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO
FOR: CITY OF FAIRFIELD

PROJECT NO: 220611VRF000

DATE: 2-22-2023

SCALE: 1" = 40'



SHEET NAME:

RIEGART SQUARE

SHEET NO.

4 OF 4

12.A.4.a

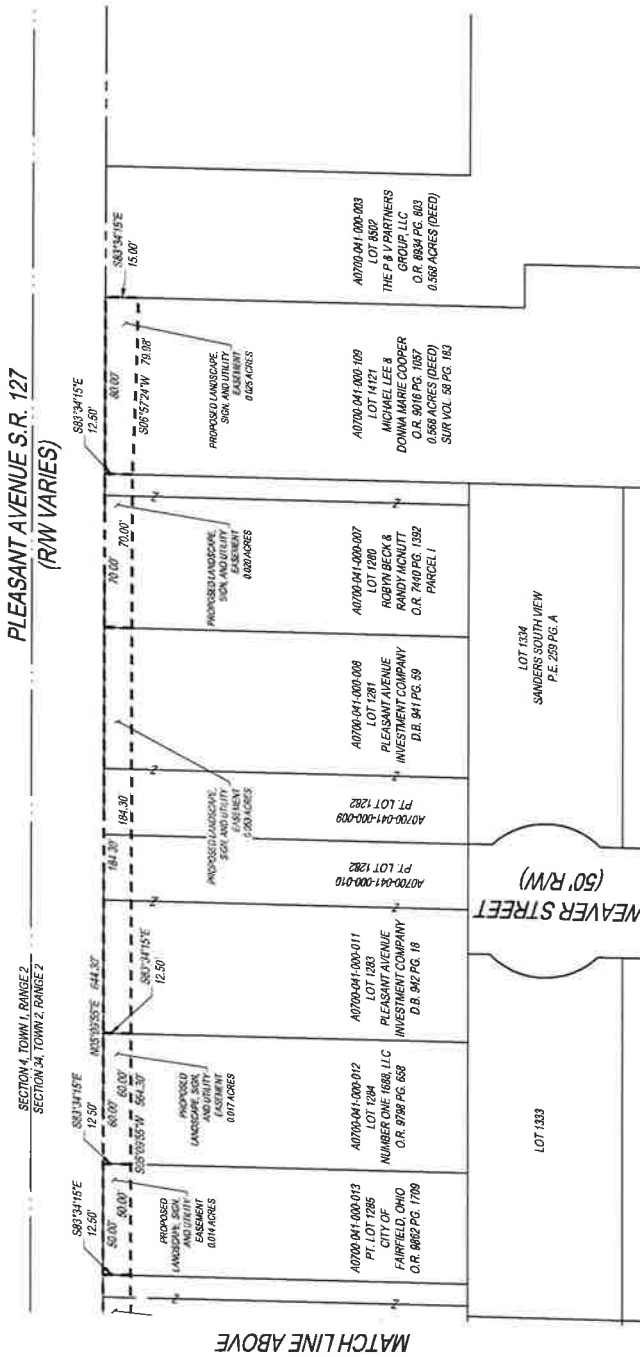
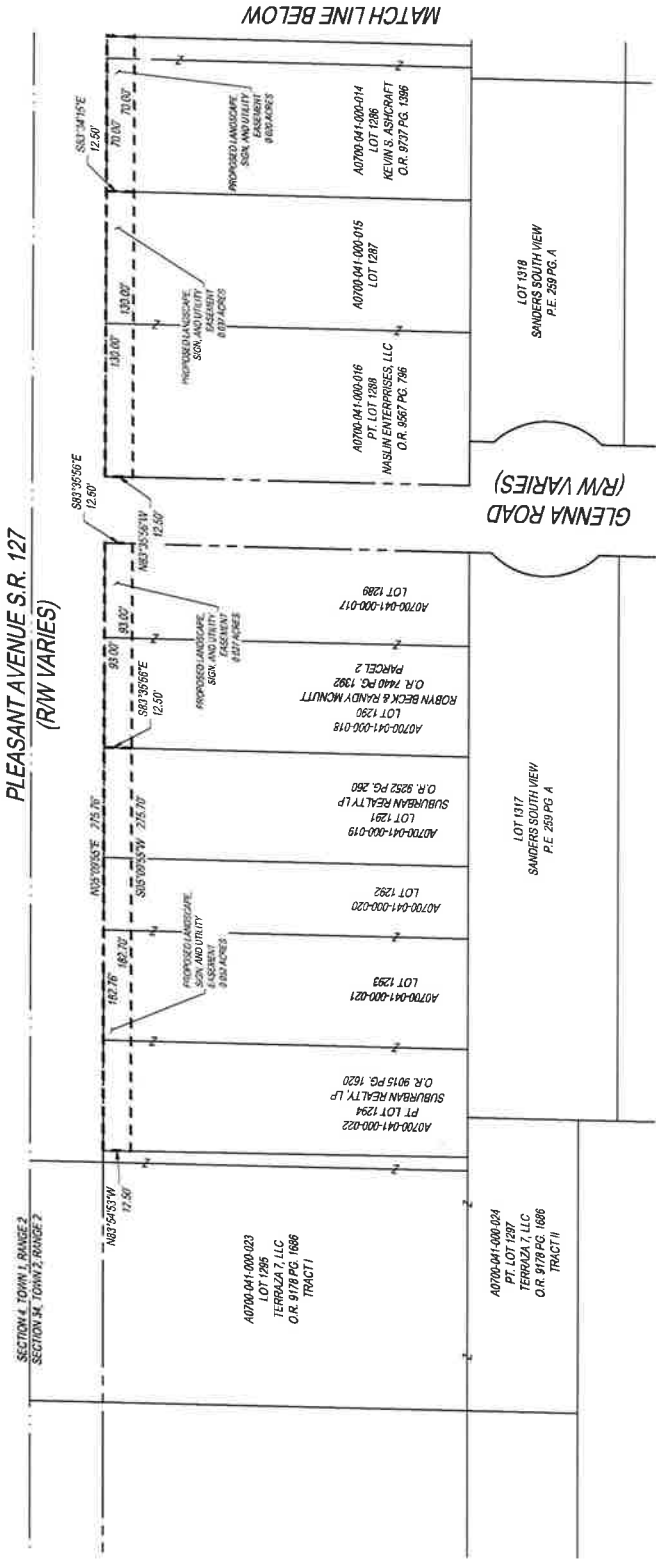
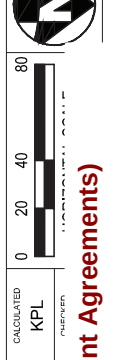


EXHIBIT C
PROPOSED IMPROVEMENTS

Attachment: Sample Development Agreement - Riegert Square (3508 : Riegert Square Development and Easement Agreements)

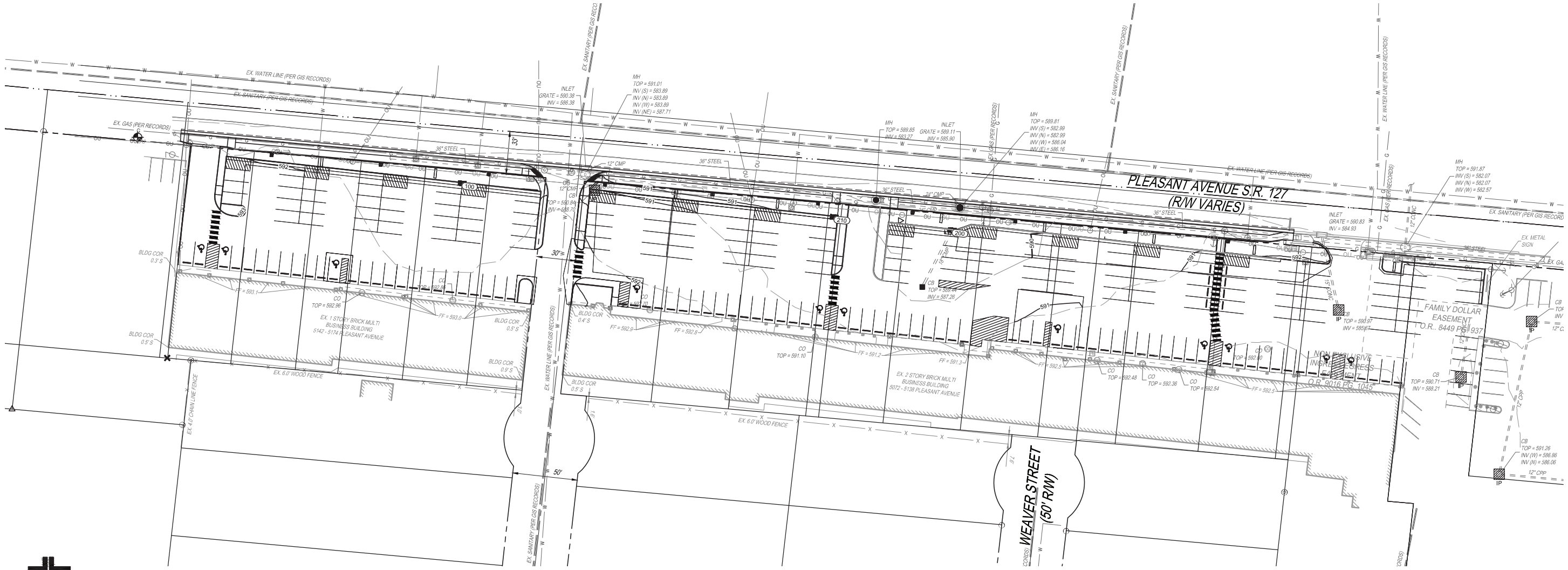


GRADING LEGEND

- 1215 — EXISTING MAJOR CONTOUR
- 1216 — EXISTING MINOR CONTOUR
- 1215 — PROPOSED MAJOR CONTOUR
- 1216 — PROPOSED MINOR CONTOUR
- x 1215.00 PROPOSED SPOT ELEVATION
- PROPOSED SWALE

PROPOSED EROSION CONTROL LEGEND

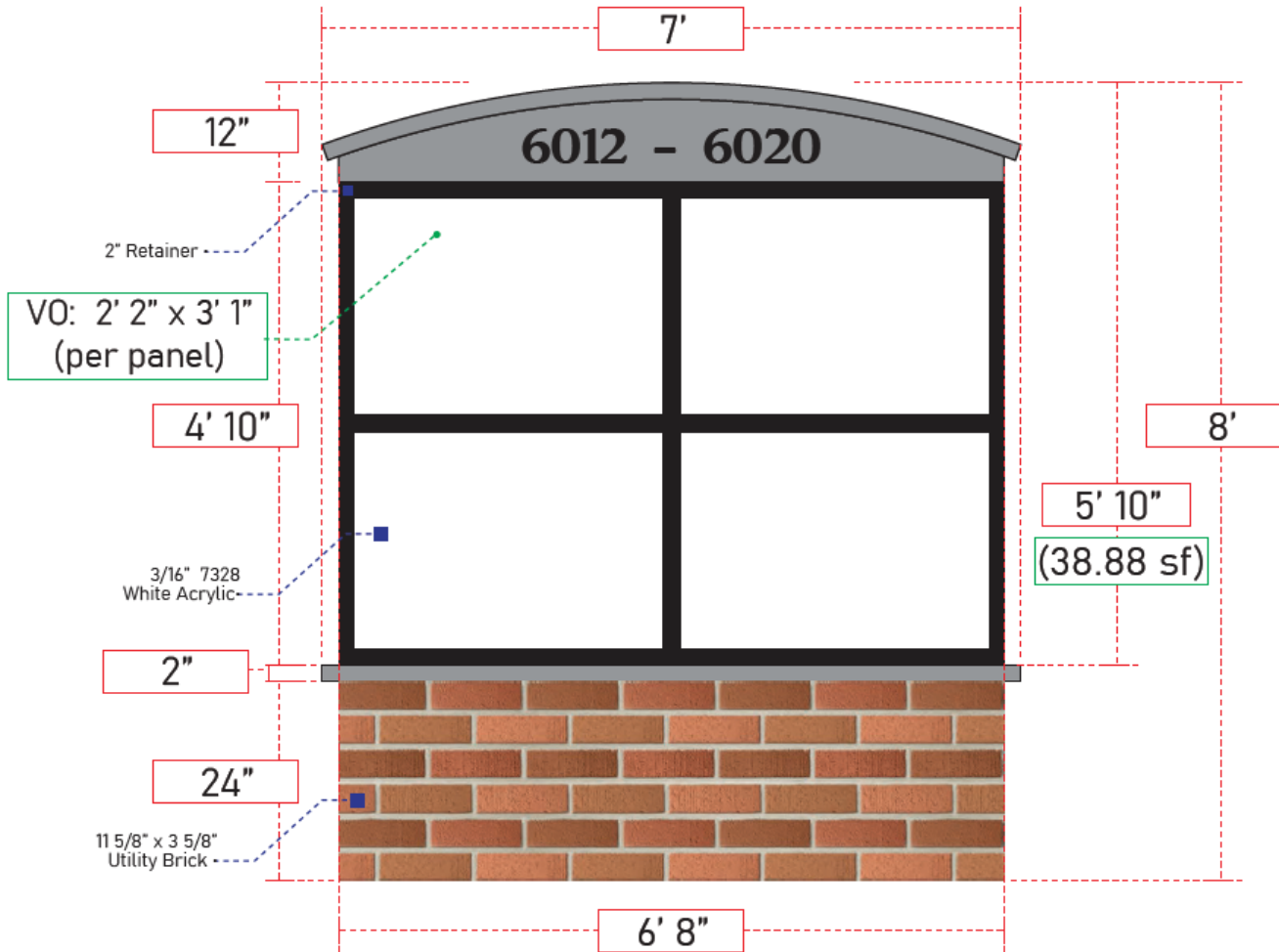
- IP INLET PROTECTION PER DETAIL 10 SHEET 13



NOTE:
UNDERGROUND UTILITIES ARE PLOTTED FROM A
COMPILATION OF AVAILABLE RECORD INFORMATION AND
SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND
MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE
EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES
CANNOT BE VERIFIED. PLEASE NOTIFY THE OHIO UTILITY
PROTECTION SERVICE AT 811 OR 1-800-362-2764 BEFORE ANY
PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.

EXHIBIT D
PROPOSED SIGN DESIGN

Monument Sign - 38.88 sq ft



ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized 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, in accordance with the agreements 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 development proceed during this construction season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Development Agreements, Riegert

Attachment: Development Agreements of Riegert Square (3508 : Riegert Square Development and Easement Agreements)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Nathaniel Kaelin, Economic Development Manager
 Submitting Department: Development Services

Subject:

Riegert Square Development Agreement related to 5070 Pleasant

Legislation Title:

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.

Background/Synopsis:

This council item is related to the previous council item regarding the redevelopment of Riegert Square, and pertains specifically to the property at 5070 Pleasant Avenue. The property at 5070 Pleasant Avenue encompasses the parking lot area located between Lindenwald Station and Family Dollar, as well as the buildings located behind Lindenwald Station and adjacent to Sandy Lane. Due to the unique nature of this property, a specialized Development Agreement is proposed.

Similar to the agreements proposed for the remainder of Riegert Square, the project scope includes installation of a landscaping bed parallel to Pleasant Avenue, new asphalt overlay, and new striping of parking areas. Instead of installation of a new ground sign, the City proposes to modify the existing ground sign to appear similar to the ground signs that will be installed throughout the remainder of the Riegert Square project. These improvements will be made only within the front parking area of the property, extending no further eastward than approximately the northwest corner of the Lindenwald Station building.

This ordinance authorizes the City Manager to enter into a Development Agreement with P&V Partners Group LLC, the fee simple owners of the property at 5070 Pleasant Avenue. P&V Partners will be required to grant an easement area for the City to construct the landscaping bed. Additionally, P&V Partners or its tenants will be responsible for long-term maintenance of the modified signage and parking areas, as well as the initial costs to customize signage panels for businesses operating at the property.

Easements are already established to allow cross access between 5070 Pleasant Avenue and the adjoining properties on either side. Therefore, P&V Partners is not proposed as a party to the easement agreement that will be executed among the other owner and lessee entities in Riegert Square.

Construction of the improvements at 5070 Pleasant Avenue are expected to be completed under the same contracts and timing as the remainder of the Riegert Square redevelopment project.

Financial Impact:

This agreement allows the City to advance a component of the major redevelopment of the Riegert Square property, improving the aesthetic and economic condition of the Town Center area. The City has previously identified a portion of the City's American Rescue Plan Act (ARPA) allocation for use towards the cost of completing the physical improvements committed by the agreements.

Emergency Provision Explanation:

Emergency approval of the ordinance is requested to ensure that agreement can be executed in a timely manner so that construction can advance this summer, resulting in earlier benefits to businesses in the Town Center area.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Aumentado Development Agreement - Riegert Square
2. Development Agreement PV

DEVELOPMENT AGREEMENT **(Aumentado)**

THIS Development Agreement, "Agreement" effective April 1, 2023, is entered into by and between the **City of Fairfield, Ohio**, an Ohio municipal corporation (hereinafter referred to as "**City**"), and **P & V PARTNERS GROUP LLC** (hereinafter referred to as "**Owner**").

WITNESSETH

WHEREAS, the **City** prioritizes the physical appearance and economic health of the Fairfield Town Center area, consistent with the 1993 Town Center Development Plan and 2019 Fairfield Forward Comprehensive Plan both adopted by Fairfield City Council; and

WHEREAS, the **City** and **Owner** are desirous of improving properties in the Town Center area including the Owner's property described on Exhibit A attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the **City** has created plans for physical improvements within the right-of-way and the existing parking areas on the Property, including the addition of landscaping beds, modification of the existing ground sign, installation of new pavement and striping in a portion of the parking area, and related improvements (collectively hereinafter referred to as the "Project"); and

WHEREAS, the **City** seeks to increase employment opportunities and to encourage the establishment of new jobs in the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution and Section 718.15 and 718.151 of the Ohio Revised Code; and

WHEREAS, the **City** believes that its financial assistance for the Project as contemplated in this agreement will have a significant direct impact within the Fairfield community, improve the image and economic health of the Town Center, and have a positive impact on the revenues of the **City** through the creation and maintenance of job opportunities.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Agreement: **Owner** and **City** agree that the Project shall be developed in accordance with this Agreement and shall be subject to the easements, conditions and restrictions as set forth herein. **Owner** agrees that in order to secure the benefits to be derived by this Agreement, **Owner** will execute the Landscape and Utility Easement in substantially the form attached hereto as Exhibit B. **Owner** agrees to submit or allow the City to submit on Owner's behalf an application for approval of a PUD Concept and Final Development Plan to include the provisions of this Development Agreement in accordance with Exhibit C attached hereto and the D-1 Zoning District requirements.

2. Parking Areas: As part of the Project, a portion of the parking areas serving the Property will be reconfigured and striped as shown in Exhibit C. The **City**, at its expense, will provide a one and one-half (1 ½) inch asphalt milling and overlay, new striping, and accessible parking spaces within the parking areas. The asphalt milling and overlay will extend no further eastward than approximately the northwest corner of the existing building location on adjacent lot 14121 (currently occupied by the Lindenwald Station restaurant).

3. Parking Area Maintenance: After **City** has completed the asphalt overlay and striping, **Owner** agrees to maintain the asphalt and striping upon their portion of the Property in good condition and repair, striped in accordance with the striping plan shown on Exhibit C and in accordance with the provisions of the City Planning and Zoning Code.

4. Landscaping: As part of the Project, landscape beds will be installed parallel to the sidewalk along Pleasant Avenue in the area as shown in Exhibit C. The **City**, at its expense, will install curbing around the landscape beds and native plantings. Following completion of the Project, the **City** will maintain the landscape beds including weeding, mulching, trimming and pruning of plantings and trees, and replacement of dead plants. **Owner** agrees to promptly remove trash from the landscape beds located on the Property as part of regular parking area maintenance.

5. Signage: As part of the Project, **City**, at its expense, will modify the existing ground sign cabinet on the Property to appear similar to the design shown in Exhibit D. . The modifications will include

1) reducing the number of business tenant sign panels from fifteen (15) to six (6) panels, 2) removing the title block reading “Towne Square” and installing a rounded cap feature, 3) installing a skirt around the sign supports, and 4) repainting the sign cabinet.

6. Shared Use of Signs: **Owner** will be responsible to coordinate usage of the sign panels provided for their portion of the Property. Owner agrees to pay the cost to customize the business tenant sign panels.

7. Maintenance of Signs: **Owner** will be responsible to maintain the ground sign cabinet, including the base and foundation, after it is modified. Additionally, the Owner shall maintain the sign cabinets in good repair, replacing light bulbs and internal wiring as required, replacing broken sign panels, and following other requirements for signs as required by the **City** Planning & Zoning Code. The **City** will not contribute financially to any modifications to signage after the ground sign cabinet has been modified as described above.

8. Design Review: Prior to installation of the ground sign cabinets on the Property, the City will apply to the City’s Design Review Board and/or Planning Commission for approval of the sign cabinet design and specifications. The **City** will also seek approval from the City’s Design Review Board and/or Planning Commission to delegate design approval of the individual business tenant signage panels to the City’s Development Services Department. Should an **Owner** disagree with the determination of the Development Services Department, the **Owner** may apply to the City’s Design Review Board and/or Planning Commission for design approval.

9. Easement to City for Landscape and Utilities: **Owner** agrees to execute a Landscape and Utility Easement as shown in Exhibit B that grants to **City** an easement for installation and maintenance of Landscaping and Utilities. The **City** will install landscaping and underground utilities in the Landscape and Utility easement.

10. Project Timeline and Maintenance of Traffic:

(a) The **City** anticipates completion of construction of the Project within calendar year 2023.

(b) During construction, the **City** and its contractors will attempt to maintain vehicular and pedestrian access to the Property. Closure of access points and parking areas will be required at times to perform construction activities.

11. Additional Terms:

(a) Termination. In the event that the **City** elects to not move forward with the Project, or if sufficient agreement is not reached among the **Owners**, the **City** may terminate this Agreement by written notice to **Owner**.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

(c) Forum and Venue. All actions regarding this Agreement shall be brought in any court of competent subject matter jurisdiction in Butler County, Ohio.

(d) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. Notwithstanding any representations to the contrary, or other facts, the parties are not bound to the provisions of this Agreement prior to full and final execution of this document by all parties.

(e) Severability. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted without the prior express written consent of **City**. Notwithstanding

the foregoing, this Agreement may be assigned without prior consent of **City**, but upon prior written notice to **City**, in the following instance: by **Owner** in the event of the sale their Property.

(g) Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the **Owner**, but to any and all successors and assigns.

(h) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as a party hereto may designate in written notice transmitted in accordance with this provision.

City: City Manager
City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

Owner: P & V Partners Group LLC
c/o Cynthia Aumentado
261 SW 178th Way
Pembroke Pines, Florida 33029

IN WITNESS WHEREOF, the City of Fairfield, Ohio, pursuant to Ordinance _____, has caused this instrument to be executed this ____ day of _____, 2023 and Owner has caused this instrument to be executed this ____ day of _____, 2023.

City of Fairfield

Scott W. Timmer
City Manager

P & V PARTNERS GROUP LLC

By: Cynthia Aumentado

Approved as to Form:

John H. Clemmons
Fairfield City Law Director

Approved as to Content:

Gregory Kathman
Fairfield Development Services Director

EXHIBIT A
OWNER'S PROPERTY

**Entire Lot number 8502 as the same is known and designated
on the List of Lots in the City of Fairfield, Butler County, Ohio**

EXHIBIT B
LANDSCAPE & UTILITY EASEMENT

Attachment: Aumentado Development Agreement - Riegert Square (3510 : Riegert Square Development Agreement related to 5070 Pleasant)

LANDSCAPE & UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: **The P & V Partners Group, LLC**, a Florida Limited Liability Company (“Grantor”), for valuable consideration paid by **City of Fairfield, Ohio**, an Ohio municipal corporation (“Grantee”), does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever a permanent non-exclusive easement for the construction, installation and maintenance of Landscaping and Utilities and related appurtenances and facilities in, over, upon and across the following described real estate: **SEE EXHIBIT “A”**

Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same and that the same are free and clear from all liens and encumbrances whatsoever, except easements, restrictions, conditions, and covenants of record.

The property conveyed herein is being acquired by Grantee for a public purpose, namely, the installation, operation, maintenance, repair and or removal of landscaping and public and quasi public utilities, related appurtenances and facilities. Temporary nonuse or limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized.

This easement shall run with the land and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned, as the holders of the legal title to the lands and premises above described.

IN WITNESS WHEREOF **The P & V Partners Group, LLC** has caused its name to be subscribed by **Cynthia M. Aumentado**, its duly authorized Member, on the _____ day of _____, 2023.

The P & V Partners Group, LLC

By: _____
Cynthia M. Aumentado,
Authorized Member

STATE OF _____, COUNTY OF _____ ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **Cynthia M. Aumentado, Authorized Member** of the P & V Partners Group, LLC, a Florida Limited Liability Company on behalf of the company.

Notary Public

This document was prepared by:
Clemmons & Wolterman Law Firm, LLC
530 Wessel Drive, Suite 2A
Fairfield, Ohio 45014
Phone: (513) 829-6700
Fax: (513) 829-0258

Active Clients\City of Fairfield\Development Services\2023-03-06-P&V Partners-Landscape & Utility Easement

Attachment: Aumentado Development Agreement - Riegert Square (3510 : Riegert Square Development Agreement related to 5070 Pleasant)

EXHIBIT A to Easement



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ▶ 513.779.7851
fax ▶ 513.779.7852
www.kleingers.com

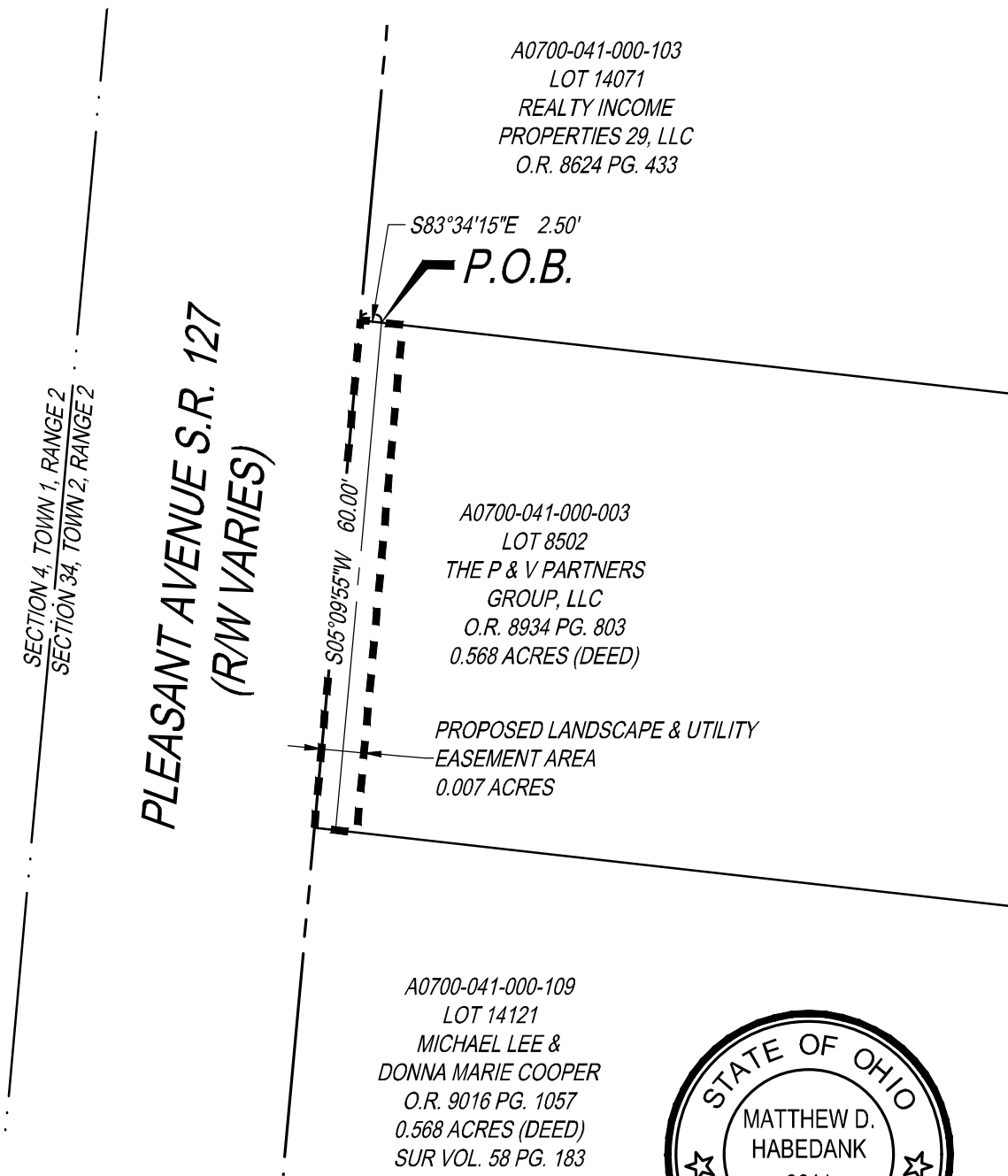
Legal Description Landscape & Utility Easement

Situated in Section 34, Town 2, Range 2, BTM, City of Fairfield, Butler County, Ohio, being part of Lot 8502 as the same as known and designated on the List of Lots in the City of Fairfield, Butler County, Ohio, and as conveyed to The P&V partners Group, LLC in O.R. 8934 Pg. 803 of the Butler County, Ohio Recorder's Office, and being a five (5) foot landscape & utility easement, the centerline of which being more particularly described as follows:

Beginning at a point in the north line of said Lot 8502, being S83°34'15"E a distance of 2.50 feet from the northwest corner of said Lot 8502;

Thence through said Lot 8502, S05°09'55"W a distance of 60.00 feet to a point in the south line of said Lot 8502 and the terminus of easement.

Bearings are based on the Ohio State Plane Coordinate System, South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS)(NAD83)



BEARINGS ARE BASED ON OHIO STATE PLANE COORDINATE SOUTH
ZONE AS DERIVED FROM THE OHIO DEPARTMENT OF
TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)



 CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 6219 Centre Park Dr. West Chester, OH 45069 513.779.7851	LANDSCAPE & UTILITY EASEMENT SEC. 34, T-2, R-2, BTM. CITY OF FAIRFIELD BUTLER COUNTY, OHIO	PROJECT NO:	220611VEA000
		DATE:	2-22-2023
		SCALE:	
		SHEET NO.	1 OF 1

EXHIBIT C
PROPOSED IMPROVEMENTS

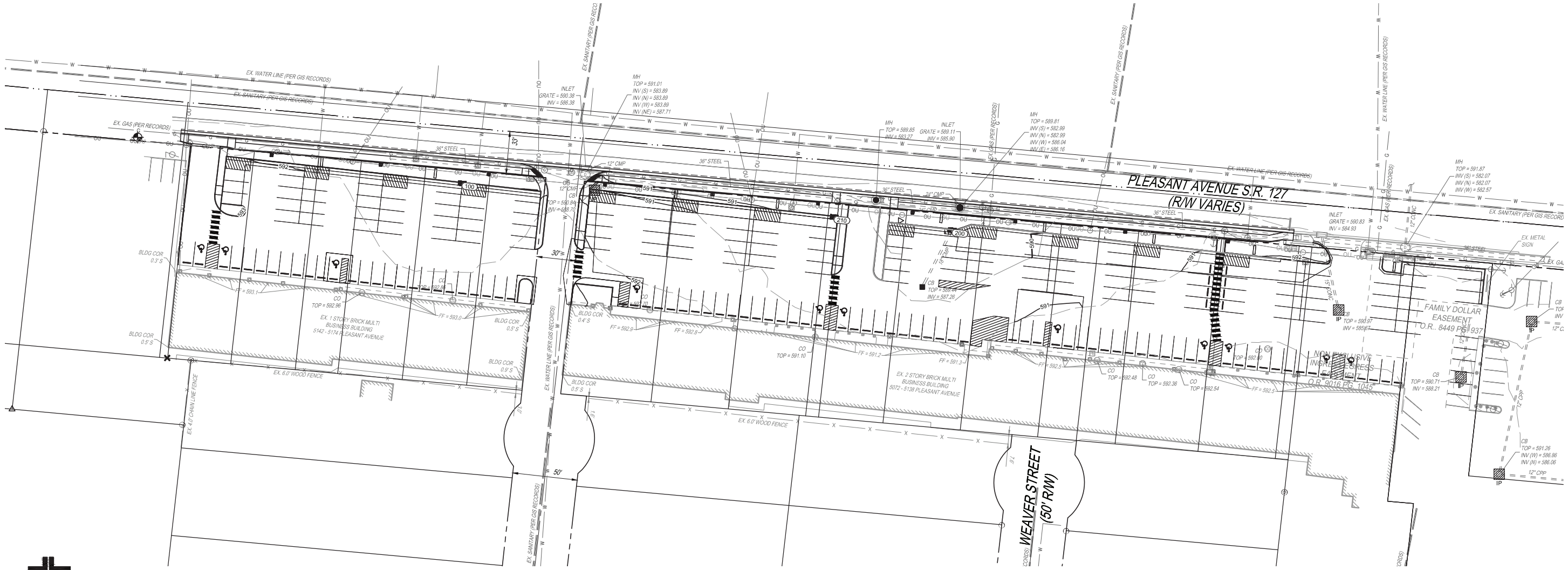


GRADING LEGEND

- 1215 — EXISTING MAJOR CONTOUR
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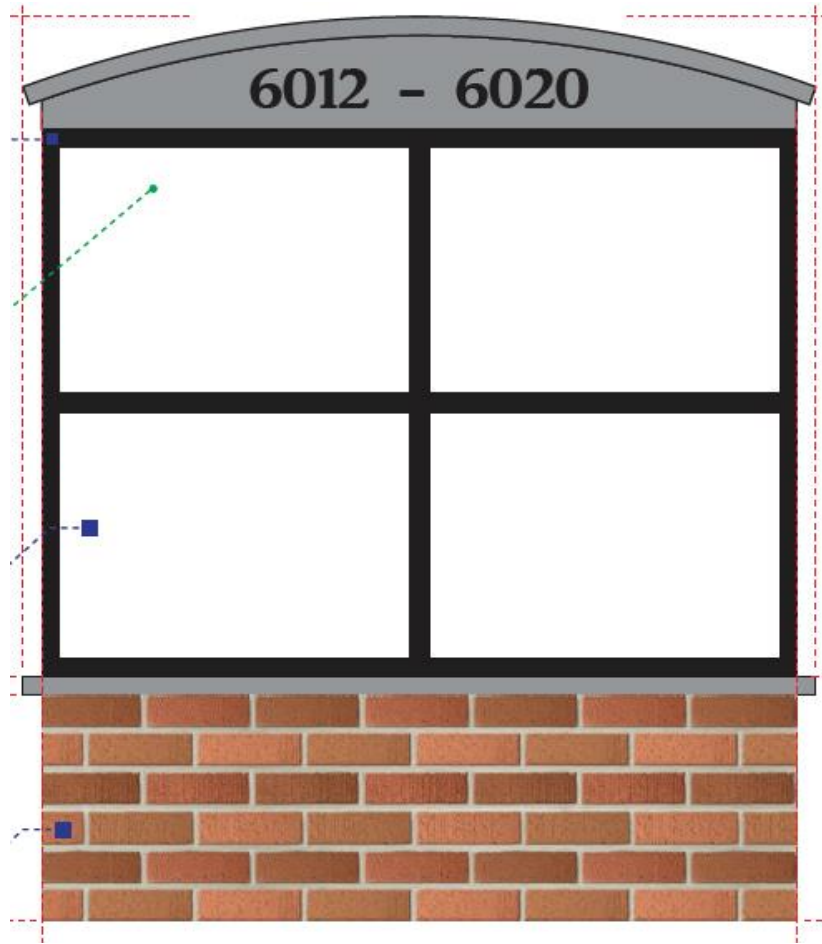
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- IP INLET PROTECTION PER DETAIL 10 SHEET 13



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PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.

EXHIBIT D
EXAMPLE SIGN DESIGN APPEARANCE



ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized 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 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 the redevelopment of the property at 5070 Pleasant Avenue occur concurrently with the redevelopment of Riegert Square during this construction season; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Development Agreements, P&V

Attachment: Development Agreement PV (3510 : Riegert Square Development Agreement related to 5070 Pleasant)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Construction Award for BUT/HAM-SR 4-0.00/9.97 (PID 110415) – Route 4 Paving Project

Legislation Title:

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.

Background/Synopsis:

This is a much needed paving improvement project on Route 4 between the ramps to 275 and Seward Road. Plans are to mill and resurface approximately 1.9 centerline miles of pavement. This will add approximately 8.6 lane miles of resurfacing in Fairfield to the 22.5 lane miles being done with the annual overlay project.

Work will include performing necessary base repairs, curb repairs, milling, overlay, new thermoplastic markings, and raised pavement markers. Base repairs and curb repairs are significant items on this project that are not covered by the ODOT Urban Paving program.

The project is split between the Cities of Fairfield and Springdale with about 2/3 in Fairfield and 1/3 in Springdale. Costs were shared on the engineering at that split and all construction items will be paid based on which corporation they fall within. The City of Fairfield will be the lead agency and hold the agreement with ODOT. This work required a separate agreement (approved previously) between the cities in order to be included with this project. Paving of the final surface will occur this summer as night work while base repairs and concrete work will possibly be performed during the day. City staff will work with the contractor to minimize disruption to traffic however this project will result in delays to the travelling public for several months during late spring and summer.

This project was approved for funding assistance for construction by ODOT and has been programmed for 2023 construction.

The project is programmed in the current 2023-2027 CIP as 3PW28. The City has been accepted

by ODOT and FHWA to administer this project as a Local Public Agency (LPA).

The engineering for this project was completed last year and no right of way acquisition is needed for this project.

Plans and specifications were advertised for bid on February 3 and 10. A public bid opening was held on February 27, 2023. Two (2) bids were received, opened and publicly read. The lowest and best bidder was the John R. Jurgensen Company.

Financial Impact:

Total funding is \$4,200,000.00 (\$3,942,931.30 plus a contingency of \$257,068.70) from the Street Fund.

The Cities of Fairfield and Springdale received a federal grant from the Ohio Department of Transportation for the paving which covers 80% of specific paving items and amounts to approximately 59% of the total project at \$2,329,498.72. The City also received an Ohio Public Works Commission grant for \$600,000 which will reduce Fairfield's portion of \$1,167,255.02 (30%) to \$567,255.02. The City of Springdale will match the portion of this project within their corporate limits, approximately \$446,177.56 (11%).

ODOT 59.1%
OPWC 15.2%
Fairfield 14.4%
Springdale 11.3%

Emergency Provision Explanation:

A suspension of rules is being requested in order to begin the preliminary construction activities as soon as weather permits.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. BUT-HAM SR 4 000-997 PID 110415 Bid
2. Route 4 Paving Exhibit - 275 to Seward
3. Jurgensen Contract

City of Fairfield
 Bid Tabulation for
 BUT/HAM SR 4 - 0.00/9.97 (PID 110415) Re-Bid
 Bid Opening: February, 27, 2023
 Engineer's Estimate: \$3,638,656.16

					John R. Jurgensen 11641 Mosteller Rd Cincinnati, OH 45241 513-771-0820		Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005 513-422-4662	
Item	Item Ext	Description	Est. Qnty.	Unit	Unit Price	Total Price	Unit Price	Total Price
Roadway								
202	30000	Walk removed	308	SF	\$ 9.80	\$ 3,018.40	\$ 10.00	\$ 3,080.00
202	30801	Traffic island, removed as per plan	211	SY	\$ 199.00	\$ 41,989.00	\$ 50.00	\$ 10,550.00
202	32001	Curb removed, as per plan	1,232	Ft	\$ 13.00	\$ 16,016.00	\$ 15.00	\$ 18,480.00
202	98100	Removal misc: exfiltration trench, as per plan	9	Each	\$ 208.00	\$ 1,872.00	\$ 300.00	\$ 2,700.00
203	10000	Excavation	172	CY	\$ 164.00	\$ 28,208.00	\$ 100.00	\$ 17,200.00
203	20000	Embankment	56	CY	\$ 164.00	\$ 9,184.00	\$ 100.00	\$ 5,600.00
204	10000	Subgrade compaction	364	SY	\$ 8.00	\$ 2,912.00	\$ 10.00	\$ 3,640.00
608	10000	4" Concrete walk	95	SF	\$ 12.00	\$ 1,140.00	\$ 12.00	\$ 1,140.00
608	52001	Curb ramp, as per plan	303	SF	\$ 25.00	\$ 7,575.00	\$ 25.00	\$ 7,575.00
623	39500	Monument box adjusted to grade	5	Each	\$ 620.00	\$ 3,100.00	\$ 1,500.00	\$ 7,500.00
625	31510	Pull box removed	6	Each	\$ 440.00	\$ 2,640.00	\$ 850.00	\$ 5,100.00
Erosion Control								
601	32100	Rock channel protection, Type B with filler	5.0	CY	\$ 240.00	\$ 1,200.00	\$ 250.00	\$ 1,250.00
601	37500	Paved gutter, type 1-2	12	Ft	\$ 200.00	\$ 2,400.00	\$ 200.00	\$ 2,400.00
659	00300	Topsoil	20	CY	\$ 75.00	\$ 1,500.00	\$ 100.00	\$ 2,000.00
659	10000	Seeding and mulching	180	SY	\$ 5.50	\$ 990.00	\$ 5.00	\$ 900.00
659	14000	Repair seeding and mulching	284	SY	\$ 5.00	\$ 1,420.00	\$ 5.00	\$ 1,420.00
659	15000	Inter-seeding	10	SY	\$ 5.00	\$ 50.00	\$ 2.00	\$ 20.00
659	20000	Commercial fertilizing	0.03	Ton	\$ 3,300.00	\$ 99.00	\$ 1,000.00	\$ 30.00
659	31000	Lime	0.04	Acre	\$ 100.00	\$ 4.00	\$ 400.00	\$ 16.00
659	35000	Water	0.10	Mgal	\$ 100.00	\$ 10.00	\$ 1.00	\$ 0.10
832	30000	Erosion Control	12,000	Each	\$ 1.00	\$ 12,000.00	\$ 1.00	\$ 12,000.00
Drainage								
605	14000	6" Base pipe understrains	216	Ft	\$ 32.00	\$ 6,912.00	\$ 35.00	\$ 7,560.00
611	98635	Catch basin reconstructed to grade, as per plan	9	Each	\$ 2,000.00	\$ 18,000.00	\$ 3,500.00	\$ 31,500.00
611	99661	Manhole reconstructed to grade, as per plan	1	Each	\$ 775.00	\$ 775.00	\$ 3,500.00	\$ 3,500.00
611	99655	Manhole adjusted to grade, as per plan	10	Each	\$ 1,300.00	\$ 13,000.00	\$ 1,250.00	\$ 12,500.00
Pavement								
253	02000	Pavement repair	3,500	SY	\$ 94.50	\$ 330,750.00	\$ 82.00	\$ 287,000.00
254	01001	Pavement planing, asphalt concrete, as per plan	108,902	SY	\$ 2.35	\$ 255,919.70	\$ 4.95	\$ 539,064.90
301	46000	Asphalt concrete base, PG64-22 (449)	84	CY	\$ 320.00	\$ 26,880.00	\$ 350.00	\$ 29,400.00
304	20000	Aggregate base	58	CY	\$ 100.00	\$ 5,800.00	\$ 300.00	\$ 17,400.00
407	20000	Non-tracking tack coat	16,396	Gal	\$ 0.55	\$ 9,017.80	\$ 3.00	\$ 49,188.00
442	90000	Asphalt concrete, misc: surface course, 12.5 MM, type A (449)	4,556	CY	\$ 291.00	\$ 1,325,796.00	\$ 262.00	\$ 1,193,672.00
442	90000	Asphalt concrete, misc: intermediate course, 9.5 MM, type A (449)	4,556	CY	\$ 255.25	\$ 1,162,919.00	\$ 232.00	\$ 1,056,992.00
452	13010	9" Non-reinforced concrete pavement, class QC 1P	11	SY	\$ 220.00	\$ 2,420.00	\$ 200.00	\$ 2,200.00
609	12001	Combination curb and gutter, Type 2, as per plan	240	Ft	\$ 64.75	\$ 15,540.00	\$ 48.00	\$ 11,520.00
609	26000	Curb, type 6	216	Ft	\$ 57.00	\$ 12,312.00	\$ 38.00	\$ 8,208.00
609	26001	Curb, type 6, as per plan	2,090	Ft	\$ 56.50	\$ 118,085.00	\$ 38.00	\$ 79,420.00
609	14000	Curb, type 2-A	38	Ft	\$ 28.00	\$ 1,064.00	\$ 38.00	\$ 1,444.00

Attachment: BUT-HAM SR 4 000-997 PID 110415 Bid (3480 : Construction Award for BUT/HAM-SR 4-

City of Fairfield
 Bid Tabulation for
 BUT/HAM SR 4 - 0.00/9.97 (PID 110415) Re-Bid
 Bid Opening: February, 27, 2023
 Engineer's Estimate: \$3,638,656.16

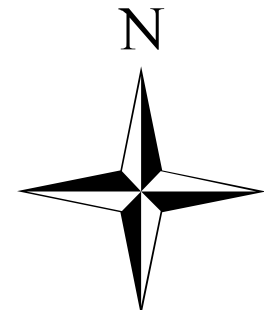
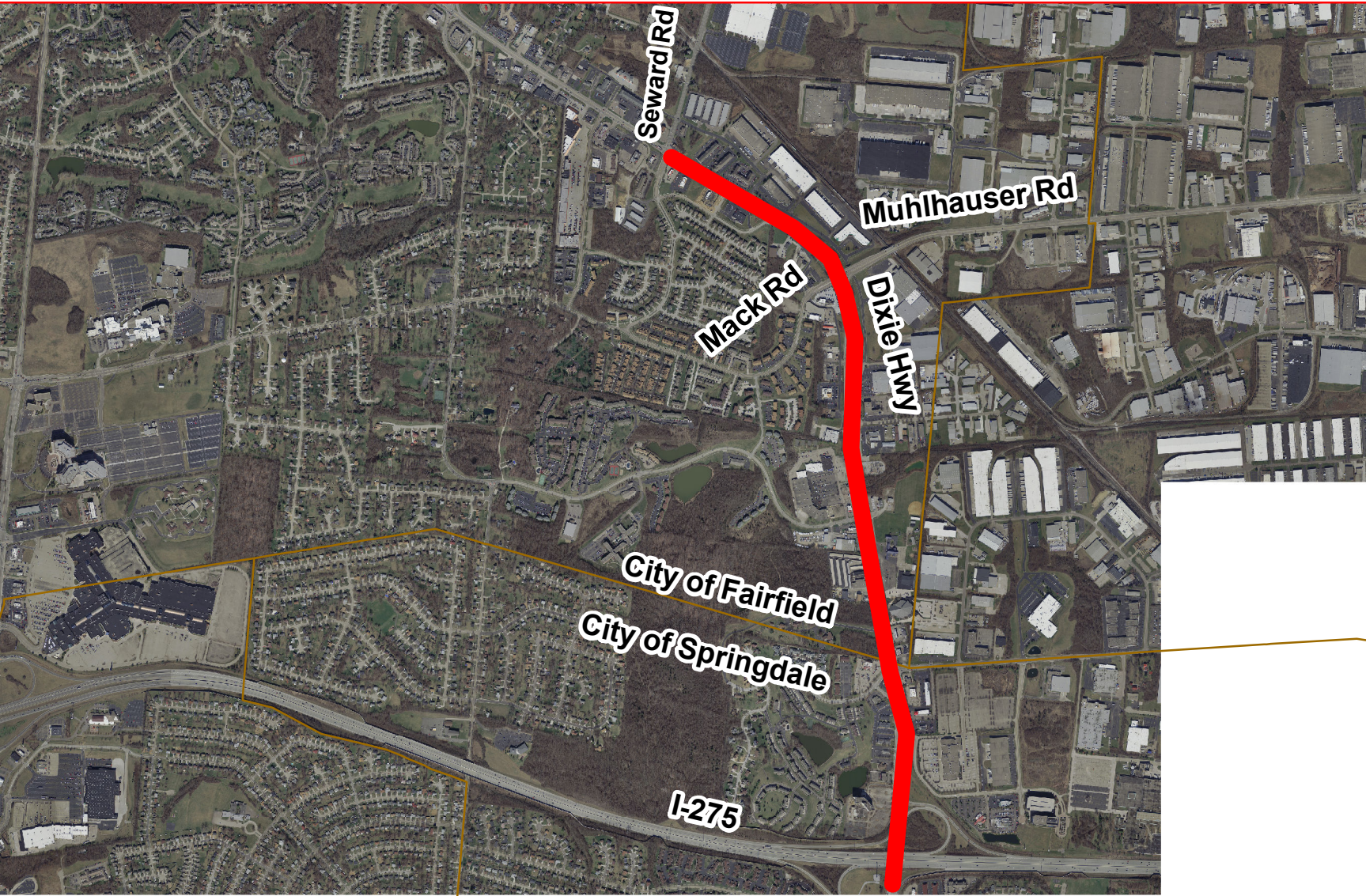
					John R. Jurgensen 11641 Mosteller Rd Cincinnati, OH 45241 513-771-0820		Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005 513-422-4662	
Item	Item Ext	Description	Est. Qnty.	Unit	Unit Price	Total Price	Unit Price	Total Price
609	54001	6" Concrete traffic island, as per plan	211	SY	\$ 242.50	\$ 51,167.50	\$ 120.00	\$ 25,320.00
		Water Work						
638	10800	Valve box, adjusted to grade	12	Each	\$ 355.00	\$ 4,260.00	\$ 750.00	\$ 9,000.00
		Traffic Surveillance						
632	26500	Detector loop	4	Each	\$ 1,900.00	\$ 7,600.00	\$ 2,500.00	\$ 10,000.00
		Traffic Control						
621	00100	RPM	747	Each	\$ 33.00	\$ 24,651.00	\$ 32.60	\$ 24,352.20
621	54000	Raised pavement marker removed	916	Each	\$ 10.85	\$ 9,938.60	\$ 8.51	\$ 7,795.16
630	03100	Ground mounted support, no. 3 post	538	Ft	\$ 14.05	\$ 7,558.90	\$ 14.04	\$ 7,553.52
644	79000	Sign hanger assembly, span wire	33	Each	\$ 281.00	\$ 9,273.00	\$ 280.81	\$ 9,266.73
644	80100	Sign, flat sheet	573	SF	\$ 28.00	\$ 16,044.00	\$ 27.84	\$ 15,952.32
644	84900	Removal of ground mounted sign and disposal	58	Each	\$ 15.00	\$ 870.00	\$ 14.84	\$ 860.72
644	87400	Removal of overhead mounted sign and disposal	33	Each	\$ 75.00	\$ 2,475.00	\$ 74.63	\$ 2,462.79
644	86002	Removal of ground mounted post support and disposal	53	Each	\$ 20.00	\$ 1,060.00	\$ 19.78	\$ 1,048.34
644	01510	Dotted line, 12"	649	Ft	\$ 1.20	\$ 778.80	\$ 3.50	\$ 2,271.50
644	01400	Word on pavement, 72"	7	Each	\$ 800.00	\$ 5,600.00	\$ 475.00	\$ 3,325.00
644	00104	Edge line, 6"	4.55	Mile	\$ 3,750.00	\$ 17,062.50	\$ 2,980.00	\$ 13,559.00
644	00204	Lane line, 6"	5.42	Mile	\$ 1,880.00	\$ 10,189.60	\$ 1,490.00	\$ 8,075.80
644	00300	Center line	1.71	Mile	\$ 4,725.00	\$ 8,079.75	\$ 5,830.00	\$ 9,969.30
644	00404	Channelizing Line, 12"	11,331	Ft	\$ 1.25	\$ 14,163.75	\$ 1.50	\$ 16,996.50
644	00500	Stop line	611	Ft	\$ 5.50	\$ 3,360.50	\$ 7.00	\$ 4,277.00
644	00620	Crosswalk line, 12"	361	Ft	\$ 4.50	\$ 1,624.50	\$ 5.00	\$ 1,805.00
644	00630	Crosswalk line, 24"	204	Ft	\$ 5.00	\$ 1,020.00	\$ 7.00	\$ 1,428.00
644	00700	Transverse/diagonal line	1,982	Ft	\$ 5.00	\$ 9,910.00	\$ 7.00	\$ 13,874.00
644	00720	Chevron marking	1,366	Ft	\$ 5.00	\$ 6,830.00	\$ 7.00	\$ 9,562.00
644	00900	Island marking	84	SF	\$ 4.50	\$ 378.00	\$ 4.00	\$ 336.00
644	01100	School symbol marking, 72"	5	Each	\$ 450.00	\$ 2,250.00	\$ 650.00	\$ 3,250.00
644	01300	Lane arrow	80.0	Each	\$ 100.00	\$ 8,000.00	\$ 115.00	\$ 9,200.00
644	01510	Dotted line, 6"	1,149.00	Ft	\$ 1.10	\$ 1,263.90	\$ 3.00	\$ 3,447.00
814	00010	Interstate elongated route shield symbol marking, Type B125	4	Each	\$ 3,320.00	\$ 13,280.00	\$ 5,200.00	\$ 20,800.00
814	00014	State route shield symbol marking, Type B125	4	Each	\$ 2,320.00	\$ 9,280.00	\$ 3,000.75	\$ 12,003.00
814	00016	Cardinal direction marking, Type B125	8	Each	\$ 1,320.00	\$ 10,560.00	\$ 3,478.00	\$ 27,824.00
		Maintenance of Traffic						
410	12000	Traffic compacted surface, Type A or B	50	CY	\$ 95.00	\$ 4,750.00	\$ 100.00	\$ 5,000.00
410	13000	Traffic compacted surface, Type C	50	CY	\$ 95.00	\$ 4,750.00	\$ 100.00	\$ 5,000.00
614	11110	Law enforcement officer with patrol car for assistance	400	Hour	\$ 69.00	\$ 27,600.00	\$ 75.00	\$ 30,000.00
614	13000	Asphalt concrete for maintaining traffic	50	CY	\$ 285.00	\$ 14,250.00	\$ 350.00	\$ 17,500.00
614	20010	Work zone lane line, Class I, 6"	5.42	Mile	\$ 380.00	\$ 2,059.60	\$ 1,061.00	\$ 5,750.62
614	20560	Work zone lane line, Class III, 6", 642 Paint	5.42	Mile	\$ 240.00	\$ 1,300.80	\$ 1,061.00	\$ 5,750.62
614	21100	Work zone center line, Class I, 642 paint	1.71	Mile	\$ 1,380.00	\$ 2,359.80	\$ 4,243.00	\$ 7,255.53

Attachment: BUT-HAM SR 4 000-997 PID 110415 Bid (3480 : Construction Award for BUT/HAM-SR 4-

City of Fairfield
 Bid Tabulation for
 BUT/HAM SR 4 - 0.00/9.97 (PID 110415) Re-Bid
 Bid Opening: February, 27, 2023
 Engineer's Estimate: \$3,638,656.16

					John R. Jurgensen 11641 Mosteller Rd Cincinnati, OH 45241 513-771-0820		Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005 513-422-4662	
Item	Item Ext	Description	Est. Qnty.	Unit	Unit Price	Total Price	Unit Price	Total Price
614	21550	Work zone center line, Class III, 642 paint	1.71	Mile	\$ 1,325.00	\$ 2,265.75	\$ 4,243.00	\$ 7,255.53
614	22110	Work zone edge line, Class I, 6", 642 paint	4.55	Mile	\$ 1,225.00	\$ 5,573.75	\$ 2,122.00	\$ 9,655.10
614	22360	Work zone edge line, Class III, 6", 642 paint	4.55	Mile	\$ 1,105.00	\$ 5,027.75	\$ 2,122.00	\$ 9,655.10
614	23210	Work zone channelizing line, Class I, 12", 642 paint	11,331	Ft	\$ 0.65	\$ 7,365.15	\$ 1.00	\$ 11,331.00
614	23690	Work zone channelizing line, Class III, 12", 642 paint	11,331	Ft	\$ 0.50	\$ 5,665.50	\$ 1.00	\$ 11,331.00
614	26200	Work zone stop line, Class I, 642 paint	611	Ft	\$ 3.00	\$ 1,833.00	\$ 5.00	\$ 3,055.00
614	26610	Work zone stop line, Class II, 642 paint	611	Ft	\$ 3.00	\$ 1,833.00	\$ 5.00	\$ 3,055.00
616	10000	Water	10	MGal	\$ 25.00	\$ 250.00	\$ 50.00	\$ 500.00
		Incidentals						
614	11000	Maintaining traffic	1	Lump	\$ 100,000.00	\$ 100,000.00	\$ 124,842.62	\$ 124,842.62
623	10000	Construction layout stakes and surveying	1	Lump	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
624	10000	Mobilization	1	Lump	\$ 30,000.00	\$ 30,000.00	\$ 200,000.00	\$ 200,000.00
Total						\$ 3,942,931.30		\$ 4,185,722.00

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



**Dixie Hwy Paving from Seward Rd
to 400' North of I-275 EB Off Ramp**



ORDINANCE NO. _____

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

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

Section 1. The City Manager is hereby authorized to enter into a contract with John R. Jurgensen Company for the BUT/HAM-SR. 4-0.00/9.97 (PID 110415) – Route 4 Paving Project in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Jurgensen Contract

Attachment: Jurgensen Contract (3480 : Construction Award for BUT/HAM-SR 4-0.00/9.97 (PID 110415) – Route 4 Paving Project)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of a Freightliner Truck #047 (Public Works)

Legislation Title:

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.

Background/Synopsis:

This request is for the purchase of a Freightliner 108SD single axle truck cab and chassis. The old unit (#025), a 2001 International 4900 dump truck, is being replaced due to age and condition. This unit will be used for plowing snow and hauling. This unit will be outfitted with dump bed and snow removal equipment under a separate contract. This truck is listed under O.D.O.T. Bid #023-23 with permission of use granted by The Ohio Revised Code section 5513.01(B).

Financial Impact:

\$104,359 (\$101,359 + \$3,000 for contingencies) from the Capital Improvement Fund.

This vehicle is listed in the 2023 CIP as #3FT61 Replacement of Snow Truck (Streets) (\$230,000)

Emergency Provision Explanation:

Rules Suspension and Emergency provisions are being requested to due to supply and demand issues in the marketplace and to ensure that the order is placed prior to dealer order cutoff date.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2024MY City of Fairfield 108SD+ -3-6-2023
2. FYDA Freightliner

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

A proposal for
CITY OF FAIRFIELD
ODOT 023-23 Pricing

Prepared by
FYDA FREIGHTLINER CINCINNATI
Mike Bailey

Mar 06, 2023

Freightliner 108SD Plus

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

2024MY City of Fairfield 108SD+

03/06/2023 9:39 AM

Page 1 of 17

Attachment: 2024MY City of Fairfield 108SD+ -3-6-2023 (3501 : Purchase of a Freightliner Truck #047 (Public Works))

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

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

Description
Price Level
SD PRL-27D (EFF:MY24 ORDERS)
Data Version
SPECPRO21 DATA RELEASE VER 032
Vehicle Configuration
108SD PLUS CONVENTIONAL CHASSIS
2024 MODEL YEAR SPECIFIED
SET BACK AXLE - TRUCK
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS
LH PRIMARY STEERING LOCATION
General Service
TRUCK/TRAILER CONFIGURATION
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
CONSTRUCTION SERVICE
GOVERNMENT BUSINESS SEGMENT
DRY BULK COMMODITY
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
FREIGHTLINER SD VOCATIONAL WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43000.0 lbs

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

Description	
	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs
Truck Service	
	FRONT PLOW/END DUMP BODY WA JONES AND SON
Tractor Service	
	FLATBED TRAILER SINGLE (1) TRAILER
Engine	
	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM
Electronic Parameters	
	72 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT CUMMINS TRIP INFORMATION REPORTS ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH ABOVE ROAD SPEED LIMIT PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION
Engine Equipment	
	2010 EPA/CARB/GHG21 CONFIGURATION 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD) STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED STANDARD BATTERY JUMPERS

Prepared for:
Brian Rose
FAIRFIELD CITY OF
8870 North Gilmore
Fairfield, OH 45014
Phone: 5138674209



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

Description

SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR
JUMPSTART LOCATED ON FRAME NEXT TO
STARTER
PROGRESSIVE LOW VOLTAGE DISCONNECT AT
12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH
VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND VIRTUAL REGENERATION REQUEST
SWITCH IN CLUSTER
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP
ALUMINUM AFTERTREATMENT
DEVICE/MUFFLER/TAILOUT SHIELD(S)
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

Description

COMBINATION FULL FLOW/BYPASS OIL FILTER
 1115 SQUARE INCH ALUMINUM RADIATOR
 ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-
 CHARGED SCA HEAVY DUTY COOLANT
 GATES BLUE STRIPE COOLANT HOSES OR
 EQUIVALENT
 CONSTANT TENSION HOSE CLAMPS FOR
 COOLANT HOSES
 RADIATOR DRAIN VALVE
 PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK
 HEATER
 BLACK PLASTIC ENGINE HEATER RECEPTACLE
 MOUNTED UNDER LH DOOR
 ELECTRIC GRID AIR INTAKE WARMER
 DELCO 12V 38MT HD STARTER WITH
 INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
 WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
 AVAILABLE ON 3000/4000 PRODUCT FAMILIES
 WITH VOCATIONAL MODELS RDS, HS, MH AND
 TRV
 ALLISON VOCATIONAL RATING FOR CONCRETE
 MIXER APPLICATIONS ONLY AVAILABLE WITH
 3000 PRODUCT FAMILIES
 PRIMARY MODE GEARS, LOWEST GEAR 1,
 START GEAR 1, HIGHEST GEAR 6, AVAILABLE
 FOR 3000/4000 PRODUCT FAMILIES ONLY
 SECONDARY MODE GEARS, LOWEST GEAR 1,
 START GEAR 1, HIGHEST GEAR 6, AVAILABLE
 FOR 3000/4000 PRODUCT FAMILIES ONLY
 S1 PERFORMANCE PRIMARY SHIFT SCHEDULE,
 AVAILABLE FOR 3000/4000 PRODUCT FAMILIES
 ONLY
 S1 PERFORMANCE SECONDARY SHIFT
 SCHEDULE, AVAILABLE FOR 3000/4000
 PRODUCT FAMILIES ONLY
 2100 RPM PRIMARY MODE SHIFT SPEED
 2100 RPM SECONDARY MODE SHIFT SPEED
 FUEL SENSE 2.0 DISABLED - PERFORMANCE -
 TABLE BASED

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Description

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS

MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 900 RPM

MAXIMUM ENGINE SPEED FOR PTO OPERATION 3250 RPM

MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 700 RPM

MAXIMUM OUTPUT SPEED FOR PTO OPERATION 3600 RPM - ALLISON 5TH GEN TRANSMISSIONS

QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP

CUSTOMER INSTALLED CHELSEA 280 SERIES PTO

PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON

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

PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

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

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

NON-ASBESTOS FRONT BRAKE LINING

CAST IRON OUTBOARD FRONT BRAKE DRUMS

FRONT BRAKE DUST SHIELDS

FRONT OIL SEALS

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

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Description

STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK
 ADJUSTERS
 STANDARD KING PIN BUSHINGS
 TRW THP-60 POWER STEERING WITH RCH45
 AUXILIARY GEAR
 POWER STEERING PUMP
 4 QUART POWER STEERING RESERVOIR
 OIL/AIR POWER STEERING COOLER
 CURRENT AVAILABLE SYNTHETIC 75W-90
 FRONT AXLE LUBE

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION
 GRAPHITE BRONZE BUSHINGS WITH SEALS -
 FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-23-161 23,000# R-SERIES SINGLE REAR
 AXLE
 5.63 REAR AXLE RATIO
 IRON REAR AXLE CARRIER WITH STANDARD
 AXLE HOUSING
 RPL14 MERITOR SERVICE-FREE MAIN
 DRIVELINE WITH HALF ROUND (17T) YOKES
 DRIVER CONTROLLED TRACTION
 DIFFERENTIAL - SINGLE REAR AXLE
 (1) DRIVER CONTROLLED DIFFERENTIAL LOCK
 REAR VALVE FOR SINGLE DRIVE AXLE
 INDICATOR LIGHT FOR EACH DIFFERENTIAL
 LOCKOUT SWITCH, ENGAGE <5 MPH,
 DISENGAGE >25 MPH
 MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY
 DUTY CAM REAR BRAKES, DOUBLE ANCHOR,
 FABRICATED SHOES
 NON-ASBESTOS REAR BRAKE LINING
 BRAKE CAMS AND CHAMBERS ON FORWARD
 SIDE OF DRIVE AXLE(S)
 CAST IRON OUTBOARD REAR BRAKE DRUMS
 REAR BRAKE DUST SHIELDS
 REAR OIL SEALS
 WABCO TRISTOP D LONGSTROKE 1-DRIVE
 AXLE SPRING PARKING CHAMBERS

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Description

MERITOR AUTOMATIC REAR SLACK
 ADJUSTERS
 CURRENT AVAILABLE SYNTHETIC 75W-90 REAR
 AXLE LUBE
 STANDARD REAR AXLE BREATHER(S)

Rear Suspension

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

Brake System

WABCO 4S/4M ABS
 REINFORCED NYLON, FABRIC BRAID AND WIRE
 BRAID CHASSIS AIR LINES
 FIBER BRAID PARKING BRAKE HOSE
 STANDARD BRAKE SYSTEM VALVES
 STANDARD AIR SYSTEM PRESSURE
 PROTECTION SYSTEM
 STD U.S. FRONT BRAKE VALVE
 RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
 NO REAR PROPORTIONING VALVE
 WABCO SYSTEM SAVER HP WITH INTEGRAL
 AIR GOVERNOR AND HEATER
 AIR DRYER MOUNTED INBOARD ON LH RAIL
 ALUMINUM AIR BRAKE RESERVOIRS
 BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER
 - WET TANK

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED
 FOR COMBINATION STOP/TURN, CENTER PIN
 POWERED THROUGH IGNITION WITH STOP
 SIGNAL PREWIRE PACKAGE
 SAE J560 7-WAY PRIMARY TRAILER CABLE
 RECEPTACLE MOUNTED END OF FRAME

Wheelbase & Frame

4425MM (174 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

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Description

TEM TO EVALUATE AND INSTALL FRAME RAIL
 REINFORCEMENT AS NEEDED FOR FRONT
 FRAME MOUNTED EQUIPMENT
 1600MM (63 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 61 INCH TO 70
 INCH
 24 INCH INTEGRAL FRONT FRAME EXTENSION
 CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
 108.66 in
 CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 105.66 in
 CALC'D FRAME LENGTH - OVERALL : 302.36 in
 CALCULATED FRAME SPACE LH SIDE : 52.61 in
 CALCULATED FRAME SPACE RH SIDE : 56.26 in
 SQUARE END OF FRAME
 FRONT CLOSING CROSSMEMBER
 LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE
 CROSSMEMBER
 STANDARD MIDSHIP #1 CROSSMEMBER(S)
 STANDARD REARMOST CROSSMEMBER
 STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

14 INCH PAINTED STEEL BUMPER
 GRADE 8 THREADED HEX HEADED FRAME
 FASTENERS
 EXTERIOR HARNESSSES WRAPPED IN
 ABRASION TAPE
 CLEAR FRAME RAILS FROM BACK OF CAB TO
 FRONT REAR SUSPENSION BRACKET, BOTH
 RAILS OUTBOARD

Fuel Tanks

60 GALLON/227 LITER ALUMINUM FUEL TANK -
 LH
 25 INCH DIAMETER FUEL TANK(S)
 POLISHING OF FUEL/HYDRAULIC TANK(S) WITH
 POLISHED STAINLESS STEEL BANDS
 FUEL TANK(S) FORWARD
 POLISHED STEP FINISH
 CHROME FUEL TANK CAP(S)

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Description

DETROIT FUEL/WATER SEPARATOR WITH
 WATER IN FUEL SENSOR, HAND PRIMER AND
 12 VOLT PREHEATER"
 EQUIFLO INBOARD FUEL SYSTEM
 HIGH TEMPERATURE REINFORCED NYLON
 FUEL LINE

Tires

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

Hubs

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

Wheels

ALCOA ULTRA ONE 89U63X 22.5X9.00 10-HUB
 PILOT 3.12 INSET 10-HD ALUMINUM FRONT
 WHEELS
 ALCOA ULA18X 22.5X8.25 10-HUB PILOT
 ALUMINUM DISC REAR WHEELS
 FRONT WHEEL MOUNTING NUTS
 REAR WHEEL MOUNTING NUTS

Cab Exterior

108 INCH BBC FLAT ROOF ALUMINUM
 CONVENTIONAL CAB
 AIR CAB MOUNTING
 NONREMOVABLE BUGSCREEN MOUNTED
 BEHIND GRILLE
 SHORT FENDER WITH MUDFLAP
 BOLT-ON MOLDED FLEXIBLE FENDER
 EXTENSIONS
 LH AND RH EXTERIOR GRAB HANDLES WITH
 SINGLE RUBBER INSERT
 BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
 STATIONARY BLACK GRILLE WITH BRIGHT
 ACCENTS
 CHROME HOOD MOUNTED AIR INTAKE GRILLE
 FIBERGLASS HOOD
 TUNNEL/FIREWALL LINER

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Description	
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
	SINGLE ELECTRIC HORN
	SINGLE HORN SHIELD
	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
	LED AERODYNAMIC MARKER LIGHTS
	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER
	INTEGRAL STOP/TAIL/BACKUP LIGHTS
	STANDARD FRONT TURN SIGNAL LAMPS
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE
	DOOR MOUNTED MIRRORS
	102 INCH EQUIPMENT WIDTH
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
	RH DOWN VIEW MIRROR
	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS
	STANDARD SIDE/REAR REFLECTORS
	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER
	63X14 INCH TINTED REAR WINDOW
	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
	RH AND LH ELECTRIC POWERED WINDOWS
	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD
	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR
Cab Interior	
	RUGGED TRIM PACKAGE
	GRAY & CARBON VINYL INTERIOR "RUGGED"
	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
	MOLDED PLASTIC DOOR PANEL

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Description
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
(1)DASH MOUNTED 12V POWER OUTLET
(1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
(2) CUP HOLDERS LH AND RH DASH
M2/SD DASH
5 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
BINARY CONTROL, R-134A
PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
PREMIUM LED CAB LIGHTING
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013
KEY QUANTITY OF 4
LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION

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Description

DUAL DRIVER AND PASSENGER SEAT
ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
HIGH VISIBILITY ORANGE SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH CHROME SWITCH
BEZELS
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

DIGITAL PANEL LAMP DIMMER SWITCH IN
DRIVER DISPLAY
ELECTRONIC ACCELERATOR CONTROL
NO INSTRUMENT PANEL-DRIVER
FULLY CONFIGURABLE CENTER INSTRUMENT
PANELS
ENGINE REMOTE INTERFACE WITH PARK
BRAKE INTERLOCK
BRIGHT ARGENT FINISH GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
DUAL NEEDLE PRIMARY AND SECONDARY AIR
PRESSURE GAUGE
DASH MOUNTED AIR RESTRICTION INDICATOR
WITH GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
PREMIUM INSTRUMENT CLUSTER WITH 5.0
INCH TFT COLOR DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE NOT
CONFIGURED

Attachment: 2024MY City of Fairfield 108SD+ -3-6-2023 (3501 : Purchase of a Freightliner Truck #047 (Public Works))

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Description
QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS
QUICKFIT PROGRAMMABLE INTERFACE CONNECTORS 1 & 2 BETWEEN SEATS WITH BLUNTCUTS
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
ELECTRIC ENGINE OIL PRESSURE GAUGE
LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK
QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS
GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
POWER AND GROUND WIRING PROVISION OVERHEAD
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
DETROIT CONNECT PLATFORM HARDWARE

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Description
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE IGNITION SWITCH CONTROLLED ENGINE STOP FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNT CUT HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER HARDWIRE SWITCH #2, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER HARDWIRE SWITCH #3, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER HARDWIRE SWITCH #4, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES (1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
Design
PAINT: ONE SOLID COLOR
Color
CAB COLOR A: L0006EY WHITE ELITE EY BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT STANDARD BLACK BUMPER PAINT

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Description
STANDARD E COAT/UNDERCOATING
Certification / Compliance
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Extended Warranty
CUMMINS ENGINE CARB22: L9 HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX

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

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Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	20,000# FLAT LEAF FRONT SUSPENSION
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4425MM (174 INCH) WHEELBASE
RS-23-161 23,000# R-SERIES SINGLE REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	1600MM (63 INCH) REAR FRAME OVERHANG
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	98,892	\$	98,892
EXTENDED WARRANTY		\$	2,467	\$	2,467
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	101,359	\$	101,359

TAXES AND FEES

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

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	101,359	\$	101,359
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COMMENTS:

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

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

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

Daimler Truck Financial

Financing that works for you.

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

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

ORDINANCE NO. _____

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

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

Section 1. The City Manager is hereby authorized to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108 SD single axle truck cab and chassis for the Street Division in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the order be placed before the dealer order cut-off date; 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\FYDA Freightliner

Attachment: FYDA Freightliner (3501 : Purchase of a Freightliner Truck #047 (Public Works))



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Outfitting of Snow Plow Truck #047 Public Trucks

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a 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.

Background/Synopsis:

This request is for the outfitting of a Freightliner 108 SD with a Monroe 12' stainless steel dump body, snow plow hitch, snow plow, salt spreader, emergency lighting, pre-wet chemical system, and hydraulics to be used by the Street Division for snow plowing and hauling. This truck will replace unit #025 (2001 International 4900) due to age and condition. This truck is being outfitted with Monroe Truck Equipment through WA Jones Truck Bodies and Equipment, with contracts held with Sourcewell joint purchasing program, contract #062222-AEB, utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions. The cab and chassis was previously approved by council under a separate request.

Financial Impact:

\$145,368 (\$140,368 for outfitting + \$5,000 for contingencies and Street fleet needs) from the Capital Improvement Fund. This vehicle is listed in the 2023 CIP as # 3FT61 Replacement of Snow Truck (Streets) (\$230,000).

Since this project went over the estimated cost of CIP # 3FT61 by \$19,727, the additional funds will be taken out of CIP # 3FT66 Replace Backhoe Streets which has an additional \$60,000 left over.

Emergency Provision Explanation:

Emergency provisions and rules suspension are being requested to facilitate the outfitting of this truck in time for snow season due to supply chain issues and pricing volatility and to coincide with the arrival of the Truck Chassis.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. WA Jones
2. WA Jones Truck Bodies

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

3/6/2023

City of Fairfield
Attn: Ken Bulach
8870 N. Gilmore Rd
Fairfield, OH 45014
RE: Single Axle FFDS Plow Package
Pricing Per AEBl/Monroe SourceWell Contract #062222-AEB

Snow Plow

Monroe Model MP41R11-ISCT Reversible Snow Plow

41"x11' Full Trip Moldboard
(2) Compression Type Trip Springs
10 GA Stainless Steel Moldboard (Orange on Back)
Right Hand Mailbox Cut
4"x4"x3/8" Full Length Pushframe
Rubber Snow Deflector
36" Cable Core Plow Markers
(6) 1/2" Flame Cut Ribs
4"x4"x3/4" Bottom Angle
4"x10" Double Acting Nitrided Reversing Cylinders
Rubber Cutting Edge
Built In level Lift with double chain lift
Parking Jack
Monroe Model QCP Pin and Loop adapter with Swivel Plate
Snow Plow Installed 100% To Your Specifications-No Exceptions

Plow Hitch

Monroe Model MC2080 Drop Pin Quick Hitch

4" Double Acting Lift Cylinder
Telescopic Lift Beam
Fold Flat Lift Arm
Full 5/8" Sideplate Hitch Reinforcement
OEM Bumpers Cut and Re-Installed
Snow Plow Hitch Installed 100% To Your Specifications-No Exceptions

Attachment: WA Jones (3502 : Outfitting of Snow Plow Truck #047 Public Trucks)

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

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Central Hydraulic System

Force America Load Sense System

Hot Shift PTO

Load Sense Piston Pump

Force 5100EX Spreader Controller

Pedestal Mounted Air Controls with Dual Axis Plow Control

Plow Counterbalance With On/Off Switch

30 Gallon Steel Valve Mount Tank with Poly Lid

Pressure Relief Valve Installed on Hitch

Stainless Steel Hydraulic Lines run to Front and Rear

Stainless Steel Quick Couplers

System Fully Tested and Pre Calibrated

Final Calibration Upon Delivery

Central Hydraulic System Installed 100% To Your Specifications-No Exceptions

Dump Body

Monroe FFDS-DA 12' Stainless Steel Combination Dump Body

7 GA 304 Stainless Steel Construction

Crossmemberless Understructure

¼" AR400 Floor

Dual 7" Auger Conveyor System

Extended Grease Tubes for Front Auger Bearings

¼" AR400 Conveyor Cover Plate

Dirt Shedding Upper and Lower Rails

34" Side Height

Single Horizontal Side Brace

42" Tailgate

Six Panel Tailgate Bracing

Double Acting Air Release Tailgate

Flame Cut Tailgate Hardware

24"x84" Stainless Cabshield Fully Welded with Light Housings

Stainless Steel Slide Out Side Ladder With Stainless Grab Handles and Steps

Body Props

Heavy Duty Dual Stainless Receiver Tube Spinner Assembly with 20" Spinner Disc

Combination Body Installed 100% To Your Specifications-No Exceptions

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

www.wajonestruckequipment.com

Attachment: WA Jones (3502 : Outfitting of Snow Plow Truck #047 Public Trucks)

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Hoist

Mailhot 25 Ton Class 50 Telescopic Hoist
 Double Acting (power up, power down)
 12" Doghouse in front of body
 Greasable Stainless Steel Hinge Pins
 Hoist Installed 100% To Your Specifications-No Exceptions

Electrical

ABL Heated LED Plow lights Mounted on Hood with Stainless Brackets
 Soundoff Signal LED Strobe Package
 (1) Green and (1) Amber LED Mini Strobe Mounted on Plow Light Brackets
 (2) Green LED Strobes Mounted in Cabshield (Boxed) Facing Forward
 (4) Amber LED Strobes Mounted in Cabshield (Boxed) Facing Sides and Rear
 (2) Amber LED Strobes Mounted in Rear Corner Posts-Rear Facing
 (2) Amber LED Strobes Mounted in Rear Corner Posts-Side Facing
 (2) LED Stop/Tail/Turn Lights Mounted in Rear Corner Posts
 (2) LED Back Up Lights Mounted in Rear Corner Posts
 4" ABL Heated LED Spinner Light Mounted Drivers Side Under Rear Corner Post
 Body Up Switch with In Cab Light
 Power Distribution Panel Installed inside back of cab
 97 DB Back Up Alarm
 Home Run Wiring with no splices
 No Rear Junction Box
 All Wiring Installed on Stainless Backbone
 Wiring Schematic Furnished Upon Completion
 Electrical System Installed 100% To Your Specifications-No Exceptions

Pre Wetting System

Monroe PWS Pre Wetting System

100 gallon frame mounted tank
 Stainless Steel Mounting Hardware
 Varitech Closed Loop Pre Wet Pump
 Liquid Applied Via Slurry Tube Between Augers in Body
 Pre Wetting System Installed 100% To Your Specifications-No Exceptions

Attachment: WA Jones (3502 : Outfitting of Snow Plow Truck #047 Public Trucks)

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

www.wajonestruckequipment.com

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Pintle Plate

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

Miscellaneous

6" Hardwood Sideboards Painted Black
 Poly Fenders with Stainless Brackets
 Stainless Steel Shovel Holder
 OnSpot Automatic Tire Chains
 Cougar DC3200 Dump Body Vibrator
 Red and White Reflective Tape on Lower Rub rails and Tailgate
 Chassis Frame Rails and Underside of Dump Body Undercoated
 Stainless Steel Swinging Mudflap Brackets with Mudflaps

Total Package Price \$140,368.00

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires a 108" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

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

Regards,

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

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

www.wajonestruckequipment.com

Attachment: WA Jones (3502 : Outfitting of Snow Plow Truck #047 Public Trucks)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WA JONES TRUCK BODIES AND EQUIPMENT FOR THE OUTFITTING OF A FREIGHTLINER 108 SD FOR THE STREET DIVISION AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with WA Jones Truck Bodies and Equipment for the outfitting of a Freightliner 108 SD for the Street Division in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\WA Jones

Attachment: WA Jones Truck Bodies (3502 : Outfitting of Snow Plow Truck #047 Public Trucks)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of a new Skid Steer #249 and Trailer #2865 (Water)

Legislation Title:

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.

Background/Synopsis:

This request is for the purchase of a Case TR270B Skid Steer with options for use by the Water Department. This equipment is being purchased through Southeastern Equipment Company, Monroe, Ohio with contracts being held with Sourcewell Joint Purchasing Program, contract #032515-CNH, 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.

A Sure Trac Tilt Deck trailer is also being purchased to haul the Skid Steer. The trailer is being purchased through Smith Trailers, 9677 Cincinnati- Columbus Rd., Cincinnati, Ohio.

Financial Impact:

\$88,691 (\$69,571 for the skid steer with options + \$13,120 the trailer + \$6,000 + for Water fleet needs and contingencies) from the Water Surplus Fund.

This unit is listed in the 2023 CIP as # 3FT22 Skid Steer with Broom (Water) (\$100,000).

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Skid Steer TR270B Quote
2. Skid Steer Trailer
3. Southeastern Equipment Skid Steer



SOURCEWELL DETAILED EQUIPMENT QUOTE

MARCH 13, 2023

SALESPERSON: Scott Runnells

CUSTOMER CONTACT:

SOURCEWELL CONTRACT # 032515-CNH

QUOTE PREPARED FOR:

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

SELLING BRANCH:

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

QUOTE INFORMATION:

Account Number: 532061

Eq #/ Item #	Product Description	Hours	Product Notes	List Price	Discount %	Sourcewell Total Price
NPM423928	2023 CASE CE TR270B	3	TR270B T4 FINAL -TR270B T4 FINAL TR270BR -TR270B-RG CE-NA -CE-NA - 761511 -EH2 GOLD Cab2 E-H CONTROLS E-H CONTROL 2SPD PERFORMANCE w/ FRONT ELECTRIC HEAVY DUTY REAR DOOR HYDRAULIC COUPLER E-H CAB LCD Display AIR SUSPENSION SEAT HEAVY DUTY LIGHTS CASE GLASS FRONT DOOR 761328 -English 8500167 -320 Belt HD 761132 -72" Low Profile Extended 761147 -72" Bolt on Cutting Edge 464957 -TRANSPORT PROTECTION 761062 -Air Ride Suspension Seat 761311 -E-H Cab LCD Display 761325 -Hydraulic Coupler 761035 -Performance w/Front Electric 761300 -BASE-E-H 761205 -Heavy Duty Rear Door 761323 -SELF LEVEL-E-H	\$94,209.00	33%	\$63,120.03
108785	* BLUE DIAMOND 72" 4-IN-1 BUCKET * 15.2 CU FT CAPACITY * 908 LBS OPERATING WEIGHT * BUCKET TO FIT CASE TR270B		BLUE DIAMOND 72" 4-IN-1 BUCKET	\$4,950.00	%	\$4,950.00
Total Sourcewell Price						\$68,070.03

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 2 YEAR/2000 HOUR- COMPLETE MACHINE

Delivery Method: Hired Truck
Delivery Date:
Delivery Info:



TRADE-IN EQUIPMENT:

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

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

QUOTE TOTALS*	
Total Equipment Price	\$68,070.03
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$68,070.03
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	\$1,500.00
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$69,570.03
Sales Tax	
FET Tax	
Total Amount Due	\$69,570.03
Down Payment	
Estimated Balance Due	\$69,570.03

This quote is based upon market rates at the time the quotation is made. Due to the large fluctuation in the market and surcharges that may be issued by the manufacturer, Purchaser agrees that the Seller will pass along any manufacturer price increases and/or surcharges to the Purchaser as if such price increases and surcharges are part of the original Quote and Sales Order. Seller will invoice Purchaser for the quoted price plus any increases and/or surcharges and Purchaser agrees to pay the invoiced amount as the agreed-upon price.

SMITH TRAILERS AND EQUIPMENT INC.
9677 CINCINNATI-COLUMBUS RD.
CINCINNATI, OH 45241
(513) 755-2497

Quote No: 15971
Date: 03/12.B.4.b

Page: 1

Sold To: CITY OF FAIRFIELD
KEN BULACH
5350 PLEASANT AVE.
FAIRFIELD, OH 45014

Customer No: 4755
Phone No: 513-867-4239

Ship To: 5350 PLEASANT AVE.
FAIRFIELD, OH 45014

Cust. Order #:

Salesperson: #12 - Sara

Product Code	Item Description	Qty	Unit Price	Amount
70-002744	ST 7 x18 + 4 TILT 16k PINTL \$ HD 12K DROPLEG, ESTIMATED BUILD DATE 4/5/23. PRICE AND DELIVERY DATE SUBJECT TO CHANGE PER MANUFACTURER.	1	12595.00	12595.00
50-000115	215/75R17.5 LRH O16 PLY "H COM	1	450.00	450.00
00-000001	TITLE FEE	1	75.00	75.00

Sub-Total: 13120.00
:
Shipping: 0.00
Tax [0]: EXEMPT
Total: 13120.00

DEPOSITS ARE NONREFUNDABLE
CUSTOMERS ARE RESPONSIBLE FOR ALL
TRAILER HOOKUPS PRIOR TO LEAVING PREMISE

Amount Paid: 0.00
Amount Due: 0.00
Change: 0.00

Attachment: Skid Steer Trailer (3506 : Purchase of a new Skid Steer #249 and Trailer #2865 (Water))

ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Southeastern Equipment Company for the purchase of a Case TR270B Skid Steer and Trailer for the Water Department in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the order for the Skid Steer be placed as soon as possible due to supply issues; 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\Southeastern Equipment Skid Steer

Attachment: Southeastern Equipment Skid Steer (3506 : Purchase of a new Skid Steer #249 and Trailer #2865 (Water))



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of a Freightliner Truck #048 (Water)

Legislation Title:

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.

Background/Synopsis:

This request is for the purchase of a Freightliner M2 106 Tandem axle truck cab and chassis. The Water Plants dump truck #10 (2009 International 7400) will then be handed down to the Sewer Plant to replace their unit # 005 (1996 GMC) due to age and condition. Unit #005 will be auctioned. This unit will be outfitted with dump bed under a separate contract. This truck is listed under O.D.O.T. Bid #023-23 with permission of use granted by The Ohio Revised Code section 5513.01(B).

Financial Impact:

\$114,252 (\$109,252 + \$5,000 for contingencies and Water fleet needs) from the Water Surplus Fund.

This vehicle is listed in the 2023 CIP as #3FT21 Replace Dump Truck (Water) (\$200,000)

Emergency Provision Explanation:

Rules Suspension and Emergency provisions are being requested to due to supply and demand issues in the marketplace and to ensure that the order is placed prior to dealer order cutoff date.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. 2024MY City of Fairfield T-A-M2+ 3-9-23
2. FYDA Freightliner M2 106

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

A proposal for
CITY OF FAIRFIELD
Tandem Axle M2+ Chassis- ODOT 023-23

Prepared by
FYDA FREIGHTLINER CINCINNATI
Mike Bailey

Mar 09, 2023

Freightliner M2 106 Plus

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

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

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

Description	
Price Level	
	M2 PRL-27M (EFF:MY24 ORDERS)
Data Version	
	SPECPRO21 DATA RELEASE VER 032
Vehicle Configuration	
	M2 106 PLUS CONVENTIONAL CHASSIS
	2024 MODEL YEAR SPECIFIED
	SET BACK AXLE - TRUCK
	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560
	LH PRIMARY STEERING LOCATION
General Service	
	TRUCK CONFIGURATION
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
	CONSTRUCTION SERVICE
	CONSTRUCTION BUSINESS SEGMENT
	DIRT/SAND/ROCK COMMODITY
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
	MAXIMUM 8% EXPECTED GRADE
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
	MEDIUM TRUCK WARRANTY
	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs
Truck Service	

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
 Phone: 5138674209



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

Description

END DUMP BODY
 EXPECTED TRUCK BODY LENGTH : 12.0 ft
 ROWE TRUCK EQUIPMENT
 EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
 FRAME "XX" INCHES : 32.0 in

Engine

CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM,
 1050 LB-FT @ 1200 RPM

Electronic Parameters

72 MPH ROAD SPEED LIMIT
 CRUISE CONTROL SPEED LIMIT 3 MPH HIGHER
 THAN ROAD SPEED LIMIT
 CUMMINS TRIP INFORMATION REPORTS
 ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH
 ABOVE ROAD SPEED LIMIT
 PTO GOVERNOR RAMP RATE - 50 RPM PER
 SECOND
 ONE REMOTE PTO SPEED
 PTO SPEED 1 SETTING - 800 RPM
 PTO MINIMUM RPM - 650
 REGEN INHIBIT SPEED THRESHOLD - 5 MPH
 PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

Engine Equipment

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

Prepared for:
Brian Rose
FAIRFIELD CITY OF
8870 North Gilmore
Fairfield, OH 45014
Phone: 5138674209



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

Description
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
STANDARD EXHAUST SYSTEM LENGTH
RH STANDARD HORIZONTAL TAILPIPE
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
1100 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT

Prepared for:
Brian Rose
FAIRFIELD CITY OF
8870 North Gilmore
Fairfield, OH 45014
Phone: 5138674209



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

Description
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment
ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

Attachment: 2024MY City of Fairfield T-A-M2+ 3-9-23 (3507 : Purchase of a Freightliner Truck #048 (Water))

Prepared for:
Brian Rose
FAIRFIELD CITY OF
8870 North Gilmore
Fairfield, OH 45014
Phone: 5138674209



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

Description
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
CUSTOMER INSTALLED CHELSEA 870 SERIES PTO
PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74
INCH DROP SINGLE FRONT AXLE

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

NON-ASBESTOS FRONT BRAKE LINING

CAST IRON OUTBOARD FRONT BRAKE DRUMS

FRONT BRAKE DUST SHIELDS

FRONT OIL SEALS

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

STANDARD SPINDLE NUTS FOR ALL AXLES

MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS

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Description

TRW THP-60 POWER STEERING WITH RCH45
 AUXILIARY GEAR
 POWER STEERING PUMP
 4 QUART POWER STEERING RESERVOIR
 OIL/AIR POWER STEERING COOLER
 CURRENT AVAILABLE SYNTHETIC 75W-90
 FRONT AXLE LUBE

Front Suspension

20,000# TAPERLEAF FRONT SUSPENSION
 MAINTENANCE FREE RUBBER BUSHINGS -
 FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

Rear Axle and Equipment

MT-40-14XP 40,000# R-SERIES TANDEM REAR
 AXLE
 5.86 REAR AXLE RATIO
 IRON REAR AXLE CARRIER WITH OPTIONAL
 HEAVY DUTY AXLE HOUSING
 MXL 17T MERITOR EXTENDED LUBE MAIN
 DRIVELINE WITH HALF ROUND YOKES
 MXL 17T MERITOR EXTENDED LUBE INTERAXLE
 DRIVELINE WITH HALF ROUND YOKES
 DRIVELINE GUARD
 DRIVER CONTROLLED TRACTION
 DIFFERENTIAL - BOTH TANDEM REAR AXLES
 (1) INTERAXLE LOCK VALVE, (1) DRIVER
 CONTROLLED DIFFERENTIAL LOCK FORWARD-
 REAR AND REAR-REAR AXLE VALVE
 INDICATOR LIGHT AND BUZZER ALERT FOR
 EACH INTERAXLE LOCKOUT SWITCH,
 DISENGAGE INTERAXLE LOCK WITH IGNITION
 OFF
 INDICATOR LIGHT FOR EACH DIFFERENTIAL
 LOCKOUT SWITCH, ENGAGE <5 MPH,
 DISENGAGE >25 MPH
 MERITOR 16.5X8.62 Q+ CAST SPIDER CAM
 REAR BRAKES, DOUBLE ANCHOR, FABRICATED
 SHOES
 NON-ASBESTOS REAR BRAKE LINING
 ASPHALT SPREADER CLEARANCE REAR
 BRAKE GEOMETRY
 CONMET CAST IRON REAR BRAKE DRUMS
 REAR BRAKE DUST SHIELDS

Prepared for:
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Description	
	REAR OIL SEALS WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS HALDEX AUTOMATIC REAR SLACK ADJUSTERS CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
Rear Suspension	
	HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT 54 INCH AXLE SPACING HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN FORE/AFT AND TRANSVERSE CONTROL RODS DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD
Brake System	
	AIR BRAKE PACKAGE WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES FIBER BRAID PARKING BRAKE HOSE STANDARD BRAKE SYSTEM VALVES STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM STD U.S. FRONT BRAKE VALVE RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER AIR DRYER MOUNTED OUTBOARD ON LH RAIL ALUMINUM AIR BRAKE RESERVOIRS BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK
Trailer Connections	
	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS

Attachment: 2024MY City of Fairfield T-A-M2+ 3-9-23 (3507 : Purchase of a Freightliner Truck #048 (Water))

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Description

PRIMARY CONNECTOR/RECEPTACLE WIRED
 FOR SEPARATE STOP/TURN, ABS CENTER PIN
 POWERED THROUGH IGNITION
 SAE J560 7-WAY PRIMARY TRAILER CABLE
 RECEPTACLE MOUNTED END OF FRAME

Wheelbase & Frame

4425MM (174 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 61 INCH TO 70
 INCH
 CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
 108.66 in
 CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 105.66 in
 CALC'D FRAME LENGTH - OVERALL : 266.59 in
 CALCULATED FRAME SPACE LH SIDE : 14.44 in
 CALCULATED FRAME SPACE RH SIDE : 19.06 in
 SQUARE END OF FRAME
 FRONT CLOSING CROSSMEMBER
 LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE
 CROSSMEMBER
 STANDARD CROSSMEMBER BACK OF
 TRANSMISSION
 STANDARD MIDSHIP #1 CROSSMEMBER(S)
 STANDARD REARMOST CROSSMEMBER
 STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH CHROMED STEEL
 BUMPER WITH COLLAPSIBLE ENDS
 FRONT TOW HOOKS - FRAME MOUNTED
 BUMPER MOUNTING FOR SINGLE LICENSE
 PLATE
 FENDER AND FRONT OF HOOD MOUNTED
 FRONT MUDFLAPS
 GRADE 8 THREADED HEX HEADED FRAME
 FASTENERS

Fuel Tanks

80 GALLON/302 LITER RECTANGULAR
 ALUMINUM FUEL TANK - LH

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Description

RECTANGULAR FUEL TANK(S)
 POLISHING OF FUEL/HYDRAULIC TANK(S) WITH
 PAINTED ZINC-PLATED STEEL BANDS
 FUEL TANK(S) FORWARD
 POLISHED STAINLESS STEEL STEP FINISH
 FUEL TANK CAP(S)
 DETROIT FUEL/WATER SEPARATOR WITH
 WATER IN FUEL SENSOR, HAND PRIMER AND
 12 VOLT PREHEATER"
 EQUIFLO INBOARD FUEL SYSTEM
 HIGH TEMPERATURE REINFORCED NYLON
 FUEL LINE

Tires

MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL
 FRONT TIRES
 MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR
 TIRES

Hubs

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

Wheels

ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB
 PILOT 5.99 INSET ALUMINUM FRONT WHEELS
 ALCOA ULT36X 22.5X8.25 10-HUB PILOT
 ALUMINUM DISC REAR WHEELS
 POLISHED DISC SIDE FRONT WHEELS WITH
 DURA-BRIGHT FINISH
 POLISHED OUTER (DISHED SIDE) REAR
 WHEELS WITH OUTER ONLY DURA-BRIGHT
 FINISH
 FRONT WHEEL MOUNTING NUTS
 REAR WHEEL MOUNTING NUTS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM
 CONVENTIONAL CAB
 AIR CAB MOUNTING
 NONREMOVABLE BUGSCREEN MOUNTED
 BEHIND GRILLE
 2-1/2 INCH FENDER EXTENSIONS

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Description
LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
HOOD MOUNTED CHROMED PLASTIC GRILLE
CHROME HOOD MOUNTED AIR INTAKE GRILLE
FIBERGLASS HOOD
TUNNEL/FIREWALL LINER
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
SINGLE ELECTRIC HORN
SINGLE HORN SHIELD
REAR LICENSE PLATE MOUNT END OF FRAME
SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS
INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
LED AERODYNAMIC MARKER LIGHTS
DAYTIME RUNNING LIGHTS
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS
1-PIECE SOLAR GREEN GLASS WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED
Cab Interior
RUGGED TRIM PACKAGE

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Description
GRAY & CARBON VINYL INTERIOR "RUGGED"
CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
(1)DASH MOUNTED 12V POWER OUTLET
(1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
(2) CUP HOLDERS LH AND RH DASH
M2/SD DASH
5 LB. FIRE EXTINGUISHER
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING WITH PRE-FILTER FOR OUTSIDE AIR INTAKE
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
BINARY CONTROL, R-134A
PREMIUM INSULATION
SOLID-STATE CIRCUIT PROTECTION AND FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
PREMIUM LED CAB LIGHTING
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013
KEY QUANTITY OF 4
LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION
TRIANGULAR REFLECTORS WITHOUT FLARES

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Description	
	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION DUAL DRIVER AND PASSENGER SEAT ARMRESTS LH AND RH INTEGRAL DOOR PANEL ARMRESTS VINYL WITH VINYL INSERT DRIVER SEAT VINYL WITH VINYL INSERT PASSENGER SEAT BLACK SEAT BELTS ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN 4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS DRIVER AND PASSENGER INTERIOR SUN VISORS
Instruments & Controls	
	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY NO INSTRUMENT PANEL-DRIVER CONFIGURABLE LOWER PANEL WITH INTEGRATED UPPER STORAGE ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK BRIGHT ARGENT FINISH GAUGE BEZELS LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS 87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

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Description
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE NOT CONFIGURED
QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
ELECTRIC ENGINE OIL PRESSURE GAUGE
LEFTHAND/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK
QUICKFIT PROGRAMMABLE INTERFACE MODULE
GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
POWER AND GROUND WIRING PROVISION OVERHEAD
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION

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Description
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
DETROIT CONNECT PLATFORM HARDWARE
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT
(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
IGNITION SWITCH CONTROLLED ENGINE STOP
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT
HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER
HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
BW TRACTOR PROTECTION VALVE
TRAILER HAND CONTROL BRAKE VALVE
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY

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Description	
Design	
	PAINT: ONE SOLID COLOR
Color	
	CAB COLOR A: L0006EY WHITE ELITE EY BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT STANDARD E COAT/UNDERCOATING
Certification / Compliance	
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Extended Warranty	
	CUMMINS ENGINE CARB22: L9 HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX

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

Attachment: 2024MY City of Fairfield T-A-M2+ 3-9-23 (3507 : Purchase of a Freightliner Truck #048 (Water))

Prepared for:
 Brian Rose
 FAIRFIELD CITY OF
 8870 North Gilmore
 Fairfield, OH 45014
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Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB- FT @ 1200 RPM	DROP SINGLE FRONT AXLE
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	20,000# TAPERLEAF FRONT SUSPENSION
MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION	4425MM (174 INCH) WHEELBASE
	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
	1600MM (63 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	106,785	\$	106,785
EXTENDED WARRANTY		\$	2,467	\$	2,467
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	109,252	\$	109,252

TAXES AND FEES

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

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	109,252	\$	109,252
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COMMENTS:

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

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

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

Daimler Truck Financial

Financing that works for you.

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

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FYDA FREIGHTLINER CINCINNATI, INC. FOR THE PURCHASE OF A FREIGHTLINER M2 106 TANDEM AXLE TRUCK CAB AND CHASSIS FOR THE WATER DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner M2 106 tandem axle truck cab and chassis for the Water Department in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the order be placed before the dealer order cut-off date; 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\FYDA Freightliner M2 106

Attachment: FYDA Freightliner M2 106 (3507 : Purchase of a Freightliner Truck #048 (Water))



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Cat Track Loaderr #214 and Trailer #2899 (Streets)

Legislation Title:

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.

Background/Synopsis:

This request is for the purchase of a Cat 953 Track Loader for use by the Street Department. This equipment will replace our current unit #269, a 1999 Cat 939 Track Loader that is being replaced due to age and condition. The old unit will be traded in to Cat for \$22,000. This equipment is being purchased through Ohio Cat with contracts being held with Sourcewell Joint Purchasing Program, contract #032119-CAT, 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.

A 26' T-50TA Towmaster Trailer is also being requested to haul the track Loader. The price of the Trailer also includes a \$1,250 pre-inspection fee from Ohio Cat. The Trailer is being purchased through Ohio Cat with contracts being held with Sourcewell Joint Purchasing Program, contract #092922-MNR, 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

Financial Impact:

\$419,158 (\$355,581 for the Track Loader - \$22,000 for the trade in + \$65,577 for the Trailer and pre-inspection + \$20,000 for contingencies and Street Fleet needs) from the Capital Improvement Fund.

This unit is listed in the 2023 CIP as # 3FT63 Replace Cat Track Loader (Street) (\$450,000).

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. New CAT 953 LGP - Sales Agreement 3.8.23
2. Trailer QT 78162 T-50TA
3. Ohio Cat



SALES AGREEMENT

Ohio CAT, 3993 E. Royalton Rd., Broadview Hts., Ohio 44147 Phone: 440.526.6200

Subject to the terms and conditions set forth below and on the reverse side hereof, Seller hereby sells the equipment described below (the "Equipment") to Buyer, and Buyer, having been offered both cash sales price time sale price, hereby purchases the Equipment from Seller on a time sale basis, or according to additional terms if set forth below. To secure payment of Buyer's indebtedness to Seller and the performance of its obligations hereunder as well as to secure any and all other obligations and liabilities of the Buyer to the Seller, direct or indirect, absolute or contingent, now existing or hereafter arising or incurred, and any and all amendments, modifications and extensions to the foregoing (all of the above, the "Secured Obligations"), Buyer hereby grants Seller a continuing security interest in the Equipment, and in the other equipment, if any, listed as Additional Security below, together with any and all replacements, additions, accessions and attachments now or hereafter placed thereon, and all proceeds thereof.

Buyer		CITY OF FAIRFIELD				
S O L D T O	STREET ADDRESS	5350 PLEASANT AVE		<SAME>		
	CITY/STATE	FAIRFIELD, OH	COUNTY	BUTLER		
	POSTAL CODE	45014-3567	PHONE NO.	513 867 5300		
	EQUIPMENT		Ken Bulach			
CUSTOMER CONTACT:		PRODUCT SUPPORT		Ken Bulach		
				F.O.B. AT: Cincinnati		
CUSTOMER NUMBER		2285271		Sales Tax Exemption # (if applicable) OF 9/28/98		
				CUSTOMER PO NUMBER		
PAYMENT TERMS: Receipt of Invoice						
T E R M S	Financial Services	☐ CSC	☐ Lease	First Installment Due Date	Balance of Installments Due on the _____ day of each month thereafter, until the entire indebtedness has been paid.	
	Cash With Order	\$0.00	Balance To Finance	0.00	Finance Charges	Time Balance
	Contract Interest Rate	0.00	Payment Period	Payment Amount	0.00	Number Of Payments 0
					OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED						
MAKE: TBA		MODEL: 953		YEAR: TBA		
STOCK NUMBER: TBA		SERIAL NUMBER: TBA		SMU: TBA		
				NEW ☒ USED ☐		
953 TRACK LOADER		571-7389	ENGINE	578-6771	PRODUCT LINK, CELLULAR PLE643	
LANE 2 - AVAILABLE FROM GRENOBLE FACTORY			FAN, DEMAND, REVERSING	597-8923	TANK, FUEL, STANDARD	
LANE 3 - AVAILABLE FROM GRENOBLE FACTORY			AIR INLET, STANDARD	581-2564	BUMPER, STANDARD	
			GUARD, IDLER	308-6518	LINKAGE, STANDARD	
DEDICATED TO HIGHER REGULATED COUNTRIES (HRC)			TRACK, 31.5" DG, HDXL	603-3042	BKTA MP ST 97.8" 2.10YD3 PO	
AVAILABLE FOR: EU/EU REGULATION EQUIVALENT DEALERS			HYDRAULIC OIL, STANDARD	571-1184	SERIALIZED TECHNICAL MEDIA KIT	
AM-N DEALERS			LINES IMPLEMENT, STANDARD	583-4097	COMPLETE STORAGE PROTECTION	
KOREAN DEALERS			LIGHT, STANDARD	584-3836	COLD WEATHER, 120V	
AUSTRALIA AND NEW ZEALAND DEALERS			CAB, DELUXE	574-5821	EASY ACCESS PACKAGE	
JAPANESE DEALERS			SEAT, DELUXE	578-7640	COUNTERWEIGHT, ADDITIONAL, 200KG	
CHILE DEALERS			PREMIUM CORP RADIO (24V)	590-3290	ANTIFREEZE, -50C (-58F)	
			KIT, VISIBILITY, SINGLE CAMERA	574-7872		
LANE 3 ORDER		0P-9003	TRANSMISSION CONTROL, JOYSTICK	576-3199		
REGIONAL PACKAGE, AM-N		579-4810	HYDRAULIC 3V, MP JOYSTICK, PACK	579-4237		
LGP PACKAGE, 12A, HDXL		578-0150	SERVICE PACKAGE, EXTENDED	470-6425		
TRADE-IN EQUIPMENT						
MODEL: 939C - CATERPILLAR(AA)		YEAR: 2018	SN.: 6DS00684	SELL PRICE \$355,58		
PAYOUT TO:		AMOUNT: \$	PAID BY: Customer	EXT WARRANTY Incl		
MODEL:		YEAR:	SN.:	NET BALANCE DUE \$355,58		
PAYOUT TO:		AMOUNT:	PAID BY:	LESS GROSS TRADE ALLOWANCE (\$22,000)		
MODEL:		YEAR:	SN.:	BALANCE \$333,58		
PAYOUT TO:		AMOUNT:	PAID BY:			
MODEL:		YEAR:	SN.:			
PAYOUT TO:		AMOUNT:	PAID BY:			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASED ABOVE.						
BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.						
☒ CATERPILLAR EQUIPMENT WARRANTY						
			INITIAL			
☐ USED EQUIPMENT WARRANTY						
			INITIAL			
The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Month/unlimited hours Full Machine.						
953-84 M0/1500 HR PREMIER (Tier 4)						
CSA:						
NOTES:						

Attachment: New CAT 953 LGP - Sales Agreement 3.8.23 (3509 : Purchase of Cat Track Loader #214 and Trailer #2899 (Streets))

EQUIPMENT SALES CONTRACT TERMS AND CONDITIONS

12.B.6.a

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

- 1. Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacture or carrier, acts of God, embargoes, or governmental action, or any other cause beyond the reasonable control of Ohio CAT, whether the same or different from the matters and things hereinbefore specifically enumerated, and, if for such reasons, Ohio CAT is unable to make delivery within a reasonable time after the time stipulated for delivery, Ohio CAT may, at its option, cancel this order without liability except for return of the amounts paid on this order.
- 2. Responsibility For Shipment:** Ohio CAT's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made Customer direct to the transportation company. Any claims against Ohio CAT for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
- 3. Duration of Offer:** The customer agrees that this order shall not be countermanded or revoked by Customer for a period of ten (10) days from the date; thereafter it may be countermanded or revoked up to a Ohio CAT does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financial Statement(s) and/or Note(s), and/or other documents required to consumm sale as above specified) it will cover all agreements between the parties relative to this transaction.
- 4. Execution of Other Documents:** When the property necessary to fill this order is available, the Customer agrees on demand to execute and deliver to Ohio CAT such security agreements, financing statemer other documents as may be required by Ohio CAT to secure the purchase price. In the event that the Customer fails to execute and deliver to Ohio CAT such documents, the entire balance of the purchase price at Ohio CAT's options, become immediately due and payable.
- 5. Tax:** Customer agrees to pay all taxes of any kind that now is or hereafter may be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of the product. possession, ownership or use of the product.
- 6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Oh will assist Customer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Customer's account. In the event it is found that there are defective parts with period as the appropriate manufacturer's agreement to replace defective parts is applicable. Ohio CAT will furnish during regular working hours such labor as is required for replacement or repair of defective parts c by manufacturer's warranty. Cost of necessary transportation to and/or from Ohio CAT's repair facilities shall be borne solely by Customer. Except for warranty of title by Ohio CAT and except for this agreed obligi furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period. Ohio CAT shall not be liable for defects in or for any damages or les: property sold nor caused by the property sold unless a special Ohio CAT warranty is expressly written elsewhere hereon or in a separate writing signed by Ohio CAT in the manner provided on the reverse side here under no circumstances shall Ohio CAT or Manufacturer be liable for any indirect, special, incidental or consequential damages to the Customer or to any third party. This warranty is expressly in lieu of an warranties and is the sole and exclusive warranty and is IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Ohio CAT be liable for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES or damage to trade or business for any of warranty or other default or failure of the product to operate for any period of time.
- 7. Trade-In Liens:** If trade-in is involved, Customer warrants that such property is free and clear as to the title and all encumbrances of any kind unless noted on the front of this contract.
- 8. Late Payment Charges:** If the Customer fails to pay any invoice to Ohio CAT in accordance with the terms of such invoice, the Customer will be obligated to pay a service charge to Ohio CAT of (i)2% per mont per annum), or (ii) the maximum lawful rate, on the delinquent balance.
- 9. Sales Tax:** State law requires that Ohio CAT charge Sales Tax unless Ohio CAT has a signed, valid Tax Exemption Certificate in its files.
- 10. Venue:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts loc Cleveland, Ohio for any proceedings arising out of or relating to this Agreement. Should any provision of this Agreement be held invalid, such provision shall be deemed to be eliminated insofar as it is deemed inva the balance of this Agreement shall in no way be affected thereby. The terms and conditions contained herein constitute the entire Agreement between Ohio CAT and CUSTOMER with respect to the subject matter and supersede all previous oral and written communications and representations. Any contrary terms contained in a purchase order or other writing from the CUSTOMER are hereby rejected and superseded by thi and conditions contained in this Agreement. CUSTOMER'S obligations hereunder shall survive any term- ination of this Agreement. This Agreement may not be changed, altered, supplemented or added to at ar except by a writing signed by both parties. This Agreement may not be assigned by CUSTOMER without the prior written consent of Ohio CAT. Any suit by Ohio CAT may be brought in the United States District C the Northern District of Ohio at Cleveland, or the Court of Common Please of Cuyahoga County, Ohio. The CUSTOMER hereby knowingly and for due consideration agrees to the jurisdiction of the United States Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio and waives all rights to contest the jurisdiction of these Courts.
- 11. Title to Goods:** The title to goods furnished on this order remains vested in Ohio CAT until paid in full in cash.
- 12. Acceptance of Property:** Retention of any property shipped under this agreement after five days from arrival shall constitute an acceptance of same.
- 13. Additional Matters and/or Modifications:**

Customer Initials: _____

Date: _____



12.B.6.b

Reference No.
QT 78162

QUOTATION

Ship To:	Cust:	11	Phone:	Bill To:	Phone:
CITY OF FAIRFIELD				MONROE TOWMASTER (SOURCEWELL)	
NEED PHYSICAL ADDRESS				CONTRACT# 092922-MNR	
				61381 US HWY 12	
FAIRFIELD	OH	USA		LITCHFIELD	MN 55355

ATTN: BRAD POTTS 513-518-3551

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JESSICA NELSON	CASH IN ADVANCE	3/07/23	3/07/23	0/00/00

Serial No.	Discounts:	16%	%	%	%
------------	------------	-----	---	---	---

Build Instructions	City of Fairfield
	Fairfield, OH
	ID# 34142

Qty	Feature	Description	List
1	Base Model - T-50TA		\$70,530.00

26 Deck Length - In Feet

26 Decking Type - 2'' Nominal Oak

Overall Width - 102" Wide

1 Beavertail - 7FT Wood Top

3 Axles - 22.5k Oil Bath, Spring Ride, 49" Spread

3 Brakes - Air 2S/1M SENSORS ON 1 AXLE
--

12 Tires - 215/75Rx17.5(H)

12 Wheels - 8 Bolt, Outboard, Hub Piloted, Steel
--

1 Jack - 25K 2 Speed

1 Lights - L.E.D.

1 Plug - 7 Pole Round

1 Hitch/Neck - 3'' Pintle Ring

2 Ramps - 6' x 36" Air Operated Wood Filled Ramps	\$3,415.00
---	------------

1 Ramp Color - Match Trailer

--- Continued ---

NOTE: If changes are made to an order after a P.O. has been issued, a fee may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

FET required on all trailers with a GVWR OF 26,000 lbs or more

Price:
Total Discounts:
Net Cost:

Accepted by _____ Date _____

Freight
Material Surcharge:
Fuel Surcharge:

Total Due:

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Reference No.
QT 78162

QUOTATION

Ship To:	Cust:	11	Phone:	Bill To:	Phone:
CITY OF FAIRFIELD				MONROE TOWMASTER (SOURCEWELL)	
NEED PHYSICAL ADDRESS				CONTRACT# 092922-MNR	
				61381 US HWY 12	
FAIRFIELD	OH	USA		LITCHFIELD	MN 55355

ATTN: BRAD POTTS 513-518-3551

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JESSICA NELSON	CASH IN ADVANCE	3/07/23	3/07/23	0/00/00
Serial No.		Discounts: 16%	%	%	%
Qty	Feature	Description	List		
1	Trailer Color - Equipment Black				
14	Tie Downs - D-Rings				\$140.00
	6 PER SIDE OF MAIN DECK AND 1 PER SIDE OF BEAVERTAIL				
	Freight				\$2,095.00

NOTE: If changes are made to an order after a P.O. has been issued, a fee may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

FET required on all trailers with a GVWR OF 26,000 lbs or more

Price: \$74,085.00
Total Discounts: \$11,853.60
Net Cost: \$62,231.40
Freight \$2,095.00

Material Surcharge:

Fuel Surcharge:

Total Due:

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Accepted by

Date

ORDINANCE NO. _____

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.

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 Ohio Cat for the purchase of a CAT 953 Track Loader with trailer for the Street Department in accordance with the bids 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 order be placed as soon as possible due to supply issues; 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\Ohio Cat

Attachment: Ohio Cat (3509 : Purchase of Cat Track Loaderr #214 and Trailer #2899 (Streets))



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of John Deere Tractor #294 (Streets)

Legislation Title:

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.

Background/Synopsis:

This request is for the purchase of a John Deere 6110M tractor to be used for mowing operations by the Street Division. The old tractor unit #202, a 2002 New Holland (Ford) Tractor, is being replaced due to age and condition. Unit #202 will be traded in for \$17,500. This Tractor is being purchased through the Deere and Company listed under State of Ohio contract 800750 and Index STS515 authorizing the use by Municipal Corporations.

The mower attachment is being requested under a different request.

Financial Impact:

\$77,447 (\$84,947 for the Tractor - \$17,500 trade-in for the old unit + \$10,000 for Street fleet needs and contingencies) from the Capital Improvement Fund.

This vehicle is listed in the 2023 CIP as # 3FT64 Replacement of Ford Tractor (Streets) (\$200,000).

Emergency Provision Explanation:

Rules suspension and Emergency provisions are being requested to meet the terms of the quotation.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Deere Tractor
2. John Deere

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:**Stuart Merkamp**

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056

Tel: 513-523-4169

Fax: 513-523-1002

Email: stu.merkamp@koenigequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 28314637

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056
513-523-4169
oxford@koenigequipment.com

Prepared For:

CITY OF FAIRFIELD



Proposal For:

Delivering Dealer:

Stuart Merkamp

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056

oxford@koenigequipment.com

Quote Prepared By:

Stuart Merkamp
stu.merkamp@koenigequipment.com

Attachment: Deere Tractor (3513 : Purchase of John Deere Tractor #294 (Streets))

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056
513-523-4169
oxford@koenigequipment.com

Quote Summary

Prepared For:

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

Delivering Dealer:

Koenig Equipment, Inc.
Stuart Merkamp
5736 College Corner Pike
Oxford, OH 45056
Phone: 513-523-4169
stu.merkamp@koenigequipment.com

Pricing subject to change based on pricing available at time order sources. Trade allowance is based on anticipated hours and reconditioning at time of trade evaluation. Maintenance for trade-in unit(s) is the responsibility of current owner. Trade-in unit(s) require the necessary attachments for the unit to properly function including AMS components, displays, and receivers unless clearly excluded on the Purchase Order. No guarantees of pricing or availability are implied or expressed. Quoted finance rates are subject to change based on interest rates available at time of delivery.

Quote ID: 28314637
Created On: 02 March 2023
Last Modified On: 02 March 2023
Expiration Date: 02 April 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6110M Cab Tractor	\$ 113,262.00	\$ 84,946.50 X	1 =	\$ 84,946.50

Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22)

Price Effective Date: January 21, 2021

Equipment Total **\$ 84,946.50**

Trade In Summary	Qty	Each	Extended
2002 NEW HOLLAND TS90 - 186874B	1	\$ 17,500.00	\$ 17,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 17,500.00

Trade In Total **\$ 17,500.00**

Quote Summary

Equipment Total	\$ 84,946.50
Trade In	\$ (17,500.00)
SubTotal	\$ 67,446.50

Salesperson : X _____

Accepted By : X _____

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Confidential

Attachment: Deere Tractor (3513 : Purchase of John Deere Tractor #294 (Streets))

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056
513-523-4169
oxford@koenigequipment.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 67,446.50
Balance Due	\$ 67,446.50

Attachment: Deere Tractor (3513 : Purchase of John Deere Tractor #294 (Streets))

Selling Equipment

Quote Id: 28314637 **Customer Name:** CITY OF FAIRFIELD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Koenig Equipment, Inc.
 5736 College Corner Pike
 Oxford, OH 45056
 513-523-4169
 oxford@koenigequipment.com

JOHN DEERE 6110M Cab Tractor

Hours:

Suggested List *

Stock Number:

\$ 113,262.00

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
 (PG 6G CG 22)

Selling Price *

\$ 84,946.50

Price Effective Date: January 21, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	\$ 109,689.00	25.00	\$ 27,422.25	\$ 82,266.75	\$ 82,266.75
Standard Options - Per Unit							
183A	JDLink™ Capable	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1436	PowrQuad™ PLUS 24F/24R - 40 km/h	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2083	6M Cab - Basic Cab with RH Console	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2141	Economy Seat	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2510	Mirrors - Standard	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 354.00	25.00	\$ 88.50	\$ 265.50	\$ 265.50
3232	Hydraulic Pump - 80 l/min	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00

Attachment: Deere Tractor (3513 : Purchase of John Deere Tractor #294 (Streets))

Selling Equipment

Quote Id: 28314637 **Customer Name:** CITY OF FAIRFIELD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Koenig Equipment, Inc.
 5736 College Corner Pike
 Oxford, OH 45056
 513-523-4169
 oxford@koenigequipment.com

5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5214	Rear Wheels 480/80R34 - Special Profile	1	\$ 1,388.00	25.00	\$ 347.00	\$ 1,041.00	\$ 1,041.00
5915	Rear and Front Tire Brand - Nokian	1	\$ 200.00	25.00	\$ 50.00	\$ 150.00	\$ 150.00
6045	4WD Front Axle - Unsprung	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6225	Front Wheels 400/80R24 - Special Profile	1	\$ 950.00	25.00	\$ 237.50	\$ 712.50	\$ 712.50
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
8380	Preparation for Front Auxiliary Drive	1	\$ 681.00	25.00	\$ 170.25	\$ 510.75	\$ 510.75
Standard Options Total			\$ 3,573.00		\$ 893.25	\$ 2,679.75	\$ 2,679.75
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Additional Discount Total					\$ 0.00	\$ -0.00	\$ -0.00
Total Selling Price			\$ 113,262.00		\$ 28,315.50	\$ 84,946.50	\$ 84,946.50

Attachment: Deere Tractor (3513 : Purchase of John Deere Tractor #294 (Streets))

ORDINANCE NO. _____

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.

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 Deere and Company for the purchase of a John Deere 6110M Tractor for the Street Division in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the order be placed as soon as possible due to supply issues; 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\John Deere

Attachment: John Deere (3513 : Purchase of John Deere Tractor #294 (Streets))



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Mower attachment for John Deere Tractor (Streets)

Legislation Title:

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.

Background/Synopsis:

This request is for the purchase of a Kalida Mowing Attachment to be installed on a John Deere 6110M tractor to be used for mowing operations by the Street Division. This mower is being purchased through the Kalida Truck Equipment Inc., listed under State of Ohio Index STS515 authorizing the use by Municipal Corporations.

The Tractor is being requested under a different request.

Financial Impact:

\$86,400 (\$71,400 for the mower and installation + \$15,000 for Street fleet needs and contingencies) from the Capital Improvement Fund.

This equipment is listed in the 2023 CIP as # 3FT64 Replacement of Ford Tractor (Streets) (\$200,000).

Emergency Provision Explanation:

Rules suspension and Emergency provisions are being requested to meet the terms of the quotation.

Rule Suspension Requested:

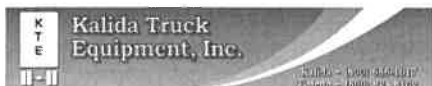
Yes

Emergency Provision Needed:

Yes

Attachments:

1. Boom Mower
2. Kalida Truck Equipment



QUOTE

Kalida Truck Equipment, Inc.
P O Box 188
515 South Broad St
Kalida OH 45853
(419) 532-3919

Quote ID: KCV0006724

Quote Date: 3/3/2023

Quote Valid Until: 4/2/2023

Page 1 of 2

Customer: KOENIG EQUIPMENT
 5736 COLLEGE CORNER PIKE
 OXFORD OH 45056

Contact: STU MERKAMP
Phone: (513) 839-0419
Email: STU.MERKAMP@KOENIGEQUIP
 MENT.COM

Salesperson: Kyle Vorst

Part Number	Qty	Description	Unit Price	Amount
DIDBM-C-N	1 EA	22' Std Rear Cradle Boom	\$69,300.00	\$69,300.00
DIDBF063-H	1 EA	63" Boom Flail Head	\$0.00	\$0.00
DI101	1 EA	Four Function Joystick Control cab Tractors Only - Elec/Hydr	\$0.00	\$0.00
DI44-0724	1 EA	Dbf050 Pivot Kit	\$0.00	\$0.00
DIIBC	1 EA	DIAMOND IBC SMART SCREEN	\$2,100.00	\$2,100.00

Sub Total:	\$71,400.00
Sales Tax:	\$0.00
Grand Total:	\$71,400.00

OHIO STS INDEX NUMBER: STS515

QUOTED TO CITY OF FAIRFIELD

DIAMOND 22' REAR CRADLE BOOM MOWER

FEATURES:

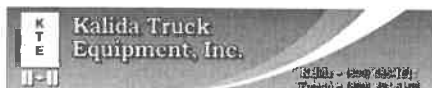
HYDRAULIC ACTUATOR (REQUIRED ON TIER 4'S) LONGER LIFE COMPARED TO SWING CYLINDER
 FULLY ENCLOSED
 FEWER MOVING PARTS
 STRONGER THAN PIVOT PIN
 BREAK AWAY PROTECTION IN BOTH FORWARD & REVERSE
 180 DEGREE RANGE OF MOTION VERSUS 110 DEGREE WITH SWING CYLINDER

INTEGRATED BOOM CONTROL JOYSTICK:
 BUILT INTO THE CUSTOMER ARMREST, ATTACHING TO YOUR TRACTOR SEAT

63" FLAIL HEAD:
 CUTS GRASS CONTINUOUSLY AND 2" BRUSH INTERMITTENTLY
 IDEAL FOR A CLEANER, MORE FINISHED LOOK
 MANUAL FLAIL HEAD DECK ROTATOR

PUMP & GRILL GUARD INSTALLED
 TRANSPORT LOCK INSTALLED
 AUXILIARY OIL COOLER
 LEXAN SAFETY GLASS
 WHEEL WEIGHTS
 FLUID IN THE DRIVERS SIDE REAR TIRE

Attachment: Boom Mower (3514 : Purchase of Mower attachment for John Deere Tractor (Streets))



Kalida Truck Equipment, Inc.
P O Box 188
515 South Broad St
Kalida OH 45853
(419) 532-3919

QUOTE

Quote ID: KCV0006724

Quote Date: 3/3/2023

Quote Valid Until: 4/2/2023

Page 2 of 2

****OPTION IBC SMART SCREEN****

****1-YEAR WARRANTY ON NON-WEAR PARTS****

****3-YEAR WARRANTY ON ELECTRONIC JOYSTICK CONTROLS****

****3-YEAR WARRANTY ON HYDRAULIC ACTUATOR****

****72-HOUR PARTS SHIPPING GUARANTEE ON TOP 750 PARTS SOLD****

****BEST PRICE ON ALL PARTS GUARANTEE****

****TRACTOR WOULD NEED DELIVERED TO OUR LOCATION FOR INSTALL****

****OEM PARTS MUST BE INSTALLED BY TRACTOR DEALER****

****INSTALLED ON A 2023 JOHN DEERE 6110M****

****FRONT TIRE SIZE CANNOT BE BIGGER THAN 380/85R24****

****MINIMUM REAR TIRE SIZE 34*****

****TRACTOR MUST BE ORDERED WITH A STANDARD FUEL TANK TO FIT THE MAINFRAME****

****TRACTOR MUST BE ORDER WITH JOHN DEERE PULLEY & BUSHING DZ107758, R517237, AND BOLT R515311 (IT IS CALLED PREP FOR FRONT AUX. DRIVE WHEN OPTION IS ORDERED FROM THE FACTORY)****

****TRACTOR MUST NOT BE ORDERED WITH SUSPENDED FRONT AXLE****

****FRONT RIMS ON 4WD UNITS MUST BE 8 POSITION RIMS TO ALLOW FOR CORRECT STEERING****

****RACK & PINION REAR END WILL INCREASE THE PRICE****

*****THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS*****

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

A 3% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD TRANSACTIONS

Quoted price does not include any applicable taxes

Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order

Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.

Attachment: Boom Mower (3514 : Purchase of Mower attachment for John Deere Tractor (Streets))

ORDINANCE NO. _____

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.

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 Kalida Truck Equipment, Inc., for the purchase of a mower attachment for a John Deere 6110M Tractor for the Street Division in accordance with the bid on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the order be placed as soon as possible due to supply issues; 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\Kalida Truck Equipment

Attachment: Kalida Truck Equipment (3514 : Purchase of Mower attachment for John Deere Tractor (Streets))



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Chris Hacker,
 Submitting Department: Finance

Subject:

\$1.26 Million BAN Issuance

Legislation Title:

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.

Background/Synopsis:

The 2023-2027 Capital Improvement Program identified the John Gray Road Water Main Replacement as a priority for the Public Utilities Department, Water Distribution Division. This project is estimated to cost \$1.26 million.

Financial Impact:

The issuance of the \$1.26 million in BANs will allow the Water Distribution Division System Improvements projects for the Public Utilities Department specified in the 2023-2027 Capital Improvement Program to proceed. The City anticipates favorable interest rates due to our strong Aa1 bond rating.

Emergency Provision Explanation:

Accommodate bond pricing requirements.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. \$1.26M City of Fairfield Water Main Replacement BANS Legis_(29626363)_(1)_rev031523

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, County of Butler, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$1,260,000 Water Main Replacement Bond Anticipation Notes, dated the date of their issuance:

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

	Finance Director

TRANSCRIPT CERTIFICATE

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

Clerk of Council

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

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$1,260,000 of bonds, for the purpose of replacing the water main on John Gray Road, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is forty (40) years, and the maximum maturity of notes issued in anticipation thereof is twenty (20) years.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of March, 2023.

Finance Director

ORDINANCE NO.**ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,260,000 OF WATER MAIN REPLACEMENT BOND ANTICIPATION NOTES, BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.**

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as forty (40) years, and of notes issued in anticipation thereof as twenty (20) years;

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

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Fairfield, County of Butler, Ohio, in the principal amount of not to exceed \$1,260,000 bearing interest estimated at five per centum (5%) per annum and maturing over a period of forty (40) years, for the purpose of replacing the water main on John Gray Road.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$1,260,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed five and one half percent (5.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the Certificate of Award setting forth the final terms of the Notes (the "Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Water Main Replacement Bond Anticipation Notes," and shall be payable at a bank or trust company designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. That the City Manager and Finance Director, or either of them, is hereby authorized to combine these notes with one other issue of notes authorized under separate legislation for the purpose of constructing and providing for the projects into single consolidated issue of notes for the purposes of their sale as a single issue. If so combined: the consolidated

issue of notes shall be known as “Various Purpose Limited Tax General Obligation Bond Anticipation Notes, Series 2023”; such consolidation issue shall be dated, mature, bear interest, be executed, and be denominated in a manner consistent with the provisions of this Ordinance relating to the notes authorized herein. The proceeds from the sale of such consolidated issue shall be apportioned, deposited and credited in accordance with the amount of notes authorized by this Ordinance and the amount of notes authorized by the Ordinances providing for the issuance of: and not to exceed \$4,000,000 Various Purpose Bond Anticipation Notes, Series 2021, 2023 Renewal.

SECTION 6. That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City a certificate acknowledging the City has not prepared an official statement for the sale of the notes and the notes and the sale thereof is expected to be exempt from CFR §240.15c2-12 by being issued in denominations of \$100,000 or greater and be being sold to no more than 35 accredited investors.

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

SECTION 7. That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 8. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

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

SECTION 9. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and

take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Notes are hereby designated “tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

SECTION 10. That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 11. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 12. The firm of Dinsmore & Shohl LLP is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter on file with the City.

SECTION 13. The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 14. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 16. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to provide for the orderly financing of the project to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the “Charter”).

SECTION 17. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED: _____, 2023.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2023.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. ____ was filed with the County Auditor of Butler County, Ohio, on _____, 2023.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2023.

County Auditor



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Chris Hacker,
Submitting Department: Finance

Subject:

\$4 Million BAN Renewal

Legislation Title:

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.

Background/Synopsis:

In 2017, the City issued \$5 million in BANs for Water and Wastewater system improvements, an additional \$2 million in 2019, and another \$1 million in 2021 for Water Distribution system improvements. The City will pay \$1.6 million toward those BANs and will renew the remaining \$4 million.

Financial Impact:

The issuance of the \$4 million in BANs is a renewal of the Water Distribution Division System Improvements projects for the Public Utilities Department specified in the 2017-2021, 2019-2023, and 2021-2025 Capital Improvement Programs. The City anticipates favorable interest rates due to our strong Aa1 bond rating.

Emergency Provision Explanation:

Accommodate bond pricing requirements.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. \$4M City of Fairfield Various Purpose BANS 2023 Renewal Legis_(29559149)_(1)

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, County of Butler, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$4,000,000 Various Purpose Bond Anticipation Notes, Series 2021, 2023 Renewal, dated the date of their issuance:

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

	Finance Director

TRANSCRIPT CERTIFICATE

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

Clerk of Council

Attachment: \$4M City of Fairfield Various Purpose BANS 2023 Renewal Legis_(29559149)_(1) (3504 : \$4 Million BAN Renewal)

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

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$4,000,000 of bonds, for the purpose of refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; and (ii) making improvements to the waste water system, including installing a new motor control system; and (iii) constructing improvements to the water system, including water main replacements; and (iv) making water improvements including water main replacement at Winton and Resor Road, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is forty (40) years, and the maximum maturity of notes issued in anticipation thereof is sixteen (16) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2023.

Finance Director

ORDINANCE NO.**ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,000,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, SERIES 2021, 2023 RENEWAL, BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.**

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as forty (40) years, and of notes issued in anticipation thereof as sixteen (16) years;

WHEREAS, the City has previously issued bond anticipation notes which are outstanding in the amount of \$5,600,000, which are about to mature and which should be renewed in a reduced amount;

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

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

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$4,000,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed five and one half percent (5.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the Certificate of Award setting forth the final terms of the Notes (the "Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be

designated “Various Purpose Bond Anticipation Notes, Series 2021, 2023 Renewal,” and shall be payable at a bank or trust company designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. That the City Manager and Finance Director, or either of them, is hereby authorized to combine these notes with one other issue of notes authorized under separate legislation for the purpose of constructing and providing for the projects into single consolidated issue of notes for the purposes of their sale as a single issue. If so combined: the consolidated issue of notes shall be known as “Various Purpose Limited Tax General Obligation Bond Anticipation Notes, Series 2023”; such consolidation issue shall be dated, mature, bear interest, be executed, and be denominated in a manner consistent with the provisions of this Ordinance relating to the notes authorized herein. The proceeds from the sale of such consolidated issue shall be apportioned, deposited and credited in accordance with the amount of notes authorized by this Ordinance and the amount of notes authorized by the Ordinances providing for the issuance of: and not to exceed \$1,260,000 Water Main Replacement Bond Anticipation Notes.

SECTION 6. That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City a certificate acknowledging the City has not prepared an official statement for the sale of the notes and the notes and the sale thereof is expected to be exempt from CFR §240.15c2-12 by being issued in denominations of \$100,000 or greater and be being sold to no more than 35 accredited investors.

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

SECTION 7. That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 8. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

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

SECTION 9. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Notes are hereby designated “tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

SECTION 10. That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 11. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 12. The firm of Dinsmore & Shohl LLP is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter on file with the City.

SECTION 13. The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 14. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 16. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to provide for the orderly refinancing of the project to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the "Charter").

SECTION 17. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED: _____, 2023.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2023.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. ____ was filed with the County Auditor of Butler County, Ohio, on _____, 2023.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2023.

County Auditor



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Chris Hacker,
Submitting Department: Finance

Subject:

\$5.26 Million BAN Combining

Legislation Title:

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.

Background/Synopsis:

The combining of two issuances into one allows the City to take advantage of better interest rates, reducing the interest expense to the City while allowing the projects tied to the funding to continue. In 2017, the City issued \$5 million in BANs for Water and Wastewater system improvements, an additional \$2 million in 2019, and another \$1 million in 2021 for Water Distribution system improvements. The City will pay \$1.6 million toward those BANs and will renew the remaining \$4 million. The 2023 new issuance of \$1.26 million is also for Water Distribution system improvements.

Financial Impact:

The issuance of the \$5.26 million in BANs will allow the Water Distribution Division System Improvements projects for the Public Utilities Department specified in the 2023-2027 Capital Improvement Program to proceed. The City anticipates favorable interest rates due to our strong Aa1 bond rating.

Emergency Provision Explanation:

Accommodate bond pricing requirements.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. \$5.26M City of Fairfield Various Purpose BANS Combining
Legis_(29628845)_(1)_rev031523

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, County of Butler, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$5,260,000 Various Purpose Bond Anticipation Notes, Series 2023, dated the date of their issuance:

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

	Finance Director

TRANSCRIPT CERTIFICATE

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

Clerk of Council

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

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$5,260,000 of bonds, for the purposes of (a) refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; and (ii) making improvements to the waste water system, including installing a new motor control system; and (iii) constructing improvements to the water system, including water main replacements; and (iv) making water improvements including water main replacement at Winton and Resor Road (\$4,000,000); (b) replacing the water main on John Gray Road (\$1,260,000), is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is forty (40) years, and the maximum maturity of notes issued in anticipation thereof is twenty (20) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2023.

Finance Director

ORDINANCE NO.**ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,260,000 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.**

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as forty (40) years, and of notes issued in anticipation thereof as twenty (20) years;

WHEREAS, this Council has previously adopted two separate ordinances which authorized notes issues in an aggregate principal amount of not to exceed \$5,260,000 for the purposes of a) refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; and (ii) making improvements to the waste water system, including installing a new motor control system; and (iii) constructing improvements to the water system, including water main replacements; and (iv) making water improvements including water main replacement at Winton and Resor Road (\$4,000,000); (b) replacing the water main on John Gray Road (\$1,260,000); and

WHEREAS, the City Council now desires to combine the separate note issuances into a single note issue to achieve certain cost savings;

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

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Fairfield, County of Butler, Ohio, in the principal amount of not to exceed \$5,260,000 bearing interest estimated at five per centum (5%) per annum and maturing over a period of forty (40) years, for the purposes of a) refinancing notes originally issued for the purposes of (i) constructing improvements to the water system, including replacing the water line on State Route 4; and (ii) making improvements to the waste water system, including installing a new motor control system; and (iii) constructing improvements to the water system, including water main replacements; and (iv) making water improvements including water main replacement at Winton and Resor Road (\$4,000,000); (b) replacing the water main on John Gray Road (\$1,260,000).

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$5,260,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed five and one half percent (5.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by

the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the Certificate of Award setting forth the final terms of the Notes (the "Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Various Purpose Bond Anticipation Notes, Series 2023," and shall be payable at a bank or trust company designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. The proceeds from the sale of such consolidated issue shall be apportioned and credited in accordance with Section 133.32 of the Revised Code to the respective purposes and funds in accordance with the amount of bonds authorized by this ordinance and the amount of bonds authorized by the ordinances providing for the issuance of: not to exceed \$4,000,000 Various Purpose Bond Anticipation Notes, Series 2021, 2023 Renewal; and not to exceed \$1,260,000 Water Main Replacement Bond Anticipation Notes.

SECTION 6. That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the original purchaser delivers to the City a certificate acknowledging the City has not prepared an official statement for the sale of the notes and the notes and the sale thereof is expected to be exempt from CFR §240.15c2-12 by being issued in denominations of \$100,000 or greater and be being sold to no more than 35 accredited investors.

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

SECTION 7. That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 8. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same

manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

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

SECTION 9. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Notes are hereby designated “tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

SECTION 10. That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 11. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 12. The firm of Dinsmore & Shohl LLP is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter on file with the City.

SECTION 13. The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 14. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 16. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to provide for the orderly financing and refinancing of the projects to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the "Charter").

SECTION 17. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED: _____, 2023.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2023.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. ____ was filed with the County Auditor of Butler County, Ohio, on _____, 2023.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. ____ of the City of Fairfield, Ohio, on _____, 2023.

County Auditor



City Council Ordinance
Regular Meeting - March 27, 2023

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

Subject:

Hourly Wage Ordinance

Legislation Title:

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

Background/Synopsis:

The current collective bargaining agreement with Fraternal Order of Police (FOP), Lodge #166 dated January 3, 2023 provides for a 2 % wage increase for all members of the bargaining unit effective April 1, 2023.

Financial Impact:

Funding is provided under the auspices of the approved 2023 Operating Budget.

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Hourly Wage Ord 3-27-2023

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN SALARIED AND HOURLY EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN EMPLOYEES. TO REPEAL ORDINANCE NO. 37-23 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

Sec. 1 Ordinance No. 37-23 and all amendments thereto and all other ordinances inconsistent herewith are hereby repealed as the respective sections of this Ordinance become effective as stated in Section 14 hereof. Changes from Ordinance No. 37-23 are shown in bold, with deletions in brackets.

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

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

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

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

A. Civil Service Commission

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

One (1) Clerk I		21.45-25.20 per hour
Two (2) Clerks (PT)		10.10-19.75 per hour
One (1) Human Resources Assistant (PT)		12.00-22.00 PER HOUR

C. City Council

One (1) Clerk of Council (PT)		26.19-36.67 per hour
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Sec. 6 In the Department of Development Services there are the following classifications of jobs and rates of pay.

A. Division of Building and Zoning Inspection

One (1) Building Inspector*		36.31-37.80 per hour
One (1) Heating Inspector*		36.31-37.80 per hour
One (1) Electrical Inspector*		36.31-37.80 per hour
One (1) Clerk II		25.95-27.57 per hour
One (1) Clerk I		21.45-25.20 per hour
Three (3) Zoning Inspector/Clerks		25.95-27.57 per hour
One (1) Zoning Inspector/Clerk (PT)		10.10-19.75 per hour
One (1) Plans Reviewer (PT)		10.10-37.07 per hour
One (1) Electrical Inspector (PT/TEMP)		10.10-37.07 per hour

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

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

A. Finance Administration/Financial Services

Two (2) Account Clerk II*		25.95-27.57 per hour
Four (4) Account Clerk I		21.45-25.20 per hour
Three (3) Clerk (PT)		10.10-19.75 per hour

B. Income Tax

One (1) Account Clerk II*		25.95-27.57 per hour
Four (4) Account Clerk I		21.45-25.20 per hour
One (1) Clerks (PT)		10.10-19.75 per hour

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

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

Ten (10) Sergeants	[47.42-51.22]	48.37-52.24 per hour
Fifty-Two (52) Police Officers*	[29.23-45.09]	30.08-45.99 per hour
Sixteen (16) Dispatchers **/****		24.16-28.15 per hour
Eight (8) Dispatchers (PT)		24.16-28.15 per hour
Four (4) Clerk II***		25.95-27.57 per hour
Four (4) Clerk I		21.45-25.20 per hour
One (1) Body Camera Analyst (PT)		12.00-27.84 per hour
One (1) Animal Control Officer		21.98-25.76 per hour
One (1) Animal Control Officer (PT)		21.98-25.76 per hour
One (1) Park Ranger***		26.77-29.05 per hour
Five (5) Park Rangers (PT)		26.77-29.05 per hour
Three (3) Police Services Aides (PT)		12.00-27.84 per hour
One (1) Receptionist (PT)		10.10-19.75 per hour

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

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

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

**** Appointed Dispatch Foreman will be paid \$33.78 per hour.

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

Three (3) Captains****		37.13-39.46 per hour
Nine (9) Lieutenants**/****(See note below)		33.36-36.52 per hour
Forty-Six (46) Firefighter/Paramedics*/**		21.50-33.91 per hour
Seventy-Five (75) Firefighter/EMT (PT)*****		17.84-20.20 per hour
Two (2) Safety Inspectors (PT)		12.00-22.00 per hour
One (1) Clerk II		25.95-27.57 per hour

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

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

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

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

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

A. Construction Services

One (1) Clerk II		25.95-27.57 per hour
One (1) Construction Inspector*	[34.75-36.15]	36.16-37.61 per hour
Two (2) Sidewalk Inspectors (PT)		10.10-19.75 per hour

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

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

B. Engineering Services

One (1) GIS-GPS Mapping Technician/Traffic Analyst	[34.77-36.15]	36.17-37.61 per hour
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C. Municipal Building Maintenance

One (1) Custodial Worker*		22.93-25.46 per hour
One (1) Maintenance Worker/Laborer**		24.23-33.70 per hour
One (1) Maintenance Electrician	[28.78-34.34]	29.94-35.73 per hour

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

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

D. Division of Streets and Transportation

Twenty-Two (22) Maintenance Worker/ Laborers **/**		24.23-33.70 per hour
Four (4) Laborers (Temp/PT)		10.10-19.75 per hour
One (1) Clerk II		25.95-27.57 per hour

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

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

E. Municipal Garage

Four (4) Mechanics*		26.82-31.48 per hour
One (1) Clerk II		25.95-27.57 per hour

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

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

A. Administration and Recreation

One (1) Clerk II**		25.95-27.57 per hour
One (1) Clerk I		21.45-25.20 per hour
Five (5) Clerks (PT)		10.10-19.75 per hour
Six (6) Recreation Programmers (PT)		10.10-22.70 per hour
One (1) Farmer's Market Supervisor (PT)		10.10-22.70 per hour
Four (4) Facility Attendants (PT)		10.10-19.75 per hour
Five (5) Cashiers (PT)		10.10-19.75 per hour
Forty (40) Recreation Leaders (PT)		10.10-19.75 per hour

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

B. Parks and Recreation Maintenance

Eight (8) Maintenance Worker/Laborers**		24.23-33.70 per hour
Sixteen (16) Laborers (Temp/PT)		10.10-19.75 per hour

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

C. Marsh Fishing Lake

One (1) Fishing Lake Supervisor (PT)		10.10-22.70 per hour
Eight (8) Cashiers (PT)		10.10-19.75 per hour

D. Recreation Center – Swimming Pool

One (1) Pool Supervisor (Temp)		10.10-22.70 per hour
Two (2) Senior Lifeguards (Temp)		10.10-19.75 per hour
Forty-Four (44) Lifeguards (Temp)		10.10-19.75 per hour
Two (2) Cashiers (PT)		10.10-19.75 per hour

E. Recreation Center – Golf Course

One (1) Turf Mechanic/Maintenance Worker		25.71-31.94 per hour
One (1) Greenskeeper*		29.90-32.69 per hour
Seventeen (17) Laborers (Temp/PT)		10.10-19.75 per hour
Four (4) Pro Shop Supervisors (PT)		10.10-22.70 per hour
Fifty (50) Cashiers (PT)		10.10-19.75 per hour

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

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

NRPA/OPRA National Playground Safety Inspector Certification will be compensated an additional \$.40 per hour.

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

A. Wastewater Division

One (1) Clerk II		25.95-27.57 per hour
Two (2) Laboratory Technicians ****	[24.37-35.61]	25.35-37.05 per hour
One (1) Construction Inspector*	[34.75-36.15]	36.16-37.61 per hour
Sixteen (16) Operator/Maintenance Workers */***	[24.67-34.46]	25.67-35.86 per hour
One (1) Maintenance Electrician	[28.78-34.34]	29.94-35.73 per hour
Two (2) Laborers (PT)		10.10-19.75 per hour

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

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

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

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

B. Water Division

One (1) Clerk II		25.95-27.57 per hour
Seventeen (17) Operator/Maintenance Workers*		25.71-35.12 per hour
One (1) Maintenance Electrician	[28.78-34.34]	29.94-35.73 per hour
Two (2) Laborers (PT)		10.10-19.75 per hour

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

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

Twenty-Five (25) Employees (Temp or PT)		10.10-19.75 per hour
---	--	----------------------

Sec. 14 The salaries, rates and conditions established by Sections 5-13 of this Ordinance shall be effective from and after the dates specified in the Union contracts for employees included in bargaining units and at the earliest date allowed by law, for all other employees. Until the rates are changed, the former rates shall apply. Notwithstanding any other provisions of this Ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Fair Labor Standards Act or its successor law.

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

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - March 27, 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.

\$4,200,000 for Route 4 Paving Project;
 \$104,359 for Freightliner 108 SD for Street Division;
 \$145,368 for outfitting of snow plow for Street Division;
 \$88,691 for purchase of Case TR270B Skid Steer for Water Division;
 \$114,252 for purchase of Freightliner M2 106 for Water Division;
 \$419,158 for purchase of Cat 953 Track Loader for Street Division;
 \$77,447 for purchase of John Deere 6110M tractor for Street Division;
 \$86,400 for purchase of Kalida Mowing Attachment for Street Division.

Financial Impact: \$5,235,675.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 3-27-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 Water Surplus Fund	\$202,943
To:	60516025-253200 Capital Equipment (Skid Steer with Broom 3FT22)	\$88,691
To:	60516025-253100 Automotive Equipment (Dump Truck Replacement 3FT21)	\$114,252
From:	Unappropriated Street Improvement Fund	\$4,200,000
To:	4016025-252000 Improvements Other Than Bldg. (Route 4 South Paving 3PW28)	\$4,200,000
From:	Unappropriated Capital Improvement Fund	\$832,732
To:	40216025-253200 Capital Equipment (Tractor/Attachment Replacement 3FT64 [163,847]) (Track Loader Replacement 3FT63 [\$419,158])	\$583,005
To:	40216025-253100 Automotive Equipment (Dump/Snow Plow Truck Replacement 3FT61 [\$249,727])	\$249,727

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

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

Attachment: Contractual 3-27-Ord (3517 : Contractual Appropriations)

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Contractual 3-27-Ord

Attachment: Contractual 3-27-Ord (3517 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - March 27, 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.

\$50,000 for minor Parks Projects engineering (multiple vendors);
 \$22,650 for Traffic Signal System Assistance;
 \$6,142 for evidence processing equipment;
 \$6,313 for dispatch upgrades;
 \$12,500 for Water Division instrumentation;
 \$26,000 for Community Arts Center upgrades and improvements;
 \$45,800 for engineering services for raw water supply well project;
 \$11,950 for Forcible Door Simulator;
 \$20,000 for Water Division safety equipment;
 \$20,000 for Wastewater Division safety equipment;
 \$49,920 for engineering services for water main replacement project;
 \$23,800 for CAD/RMS project;
 \$25,000 for server room UPS system;
 \$14,833 for purchase of Toro Zero Turn Mower for Water Division;
 \$39,853 for purchase of Fork Lift for Water Division;
 \$39,853 for purchase of Fork Lift for Wastewater Division.

Financial Impact: \$414,614.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.032723
2. NonContractual 3-27-Ord



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation for Minor Parks Projects Engineering

Legislation Title:

Appropriation for Minor Parks Projects Engineering

Recommendation:

It is recommended that City Council authorize an appropriation of \$50,000.00 from the Capital Fund for the needed engineering for minor Parks Department projects.

Background/Synopsis:

This project is an annual need by the Public Works Department's Engineering and Construction group in order to assist the Parks Department with selecting and managing smaller consultant engineering projects for Parks and Recreation needs.

Examples of projects intended for this item could include parking lot expansions, redesign of playing fields and courts, irrigation system improvements, etc.

This year could be used for some preliminary engineering for lower Harbin Park or Marsh Park ahead of stand alone Capital Improvement Projects in 2024.

The project is programmed in the 2023-2027 CIP as 3PW19 Parks Projects (Minor) Engineering.

Financial Impact:

\$50,000.00 from the Capital Fund.

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation for Traffic Signal System Assistance

Legislation Title:

Appropriation for Traffic Signal System Assistance

Recommendation:

It is recommended that City Council authorize an appropriation of \$22,650.00 from the Street Fund for traffic signal system assistance.

Background/Synopsis:

This project is to have consultant assistance to perform modifications and model work to the existing traffic signal system as needed. It would benefit the City to utilize the experience and opinion of an independent traffic engineer.

The City will collect traffic counts at all signalized intersections in the City using primarily staff from the Street Division as well as some information performed through previous consultant contracts.

This project is in the proposed Capital Improvements Program and is included in the 2023-2027 CIP as 3PW02.

The city purchased the Centrac System so we would be able to monitor and communicate with our traffic signals throughout the City. This system also allows staff to use the PTZ cameras as a traffic congestion monitoring system and to monitor changes to the signal timing as well as vehicle detection issues. It gives staff the capabilities to adjust timing on an as needed basis.

Staff has used TMS Engineers Inc. for this service in the past as well as CT Consultants. Both CT and TMS are familiar with our system and our practices and procedures.

While some of the counts were performed through CT Consultants, staff has elected to use TMS Engineers, Inc. to do the analysis, update the traffic models, and adjust signal timing as needed.

Financial Impact:

\$22,650.00 from the Street Fund.

Emergency Provision Explanation:

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Not applicable

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 2023 Traffic Signal System Analysis
2. Traffic Signal PTZ Map



TMS Engineers, Inc.

Transportation Management Services

2112 Case Parkway South, #7 • Twinsburg, Ohio 44087

www.TMSEngineers.com

December 27, 2022

Mr. Nick Castellini
City of Fairfield
8870 N. Gilmore Road
Fairfield, Ohio 45014

**Re: Citywide Signal System
System Analysis**

Dear Nick:

Thank you so much for allowing me to provide our proposal for professional engineering services for the City of Fairfield. This proposal is for signal timing evaluation and adjustments for the current coordinated traffic signals. I have determined my costs based upon the following scope of services detailing all work that will be needed.

SCOPE OF SERVICES

Perform systems analysis on the existing 6 sections / corridors that are shown on the attached figure. The work will be performed on the fifty (50) signalized intersections marked as currently coordinated. If the City desires to include any of the intersections noted as non-coordinated to be coordinated or evaluated to determine if coordination would be recommended, then the fee below will need to be adjusted to account for the additional work.

The work will include updating the Synchro computer models that were developed by TMS Engineers. It is understood that the City will provide the traffic counts for this project. We will be responsible for all implementation and modification of systems (traffic responsive) signal timing. The work does not include any travel time studies to evaluate the performance measures of our work. Let us know if this is something you would be interested in.

We will provide a 24 hour emergency phone number so that we may be contacted for response to systems timing problems. We will provide all final documentation of the work that we will perform.

TIME SCHEDULE

Services will begin promptly following authorization to proceed. The services are estimated to require twenty-four (24) weeks to complete the work.

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Mr. Nick Castellini
December 27, 2022
Page 2

COMPENSATION

The fee for professional services outlined in the Scope of Services will be on the basis of a ***Lump Sum Fee of Twenty-Two Thousand, Six Hundred Fifty Dollars (\$22,650.00)***. Payment for services will be submitted after completion of each travel time study part based upon percentage of completion of the total job. Payment is due within thirty (30) days of the date of invoice. All sums which remain unpaid, in whole or in part, beyond thirty (30) days after date of invoice shall bear interest at a rate of one and one half per cent (1½%) per month until paid in full.

LIABILITY

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TMS Engineers, Inc. and its officers, directors, agents or employees, and any of them, to City of Fairfield and anyone claiming by, through, or under City of Fairfield for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Agreement or to the Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of TMS Engineers, Inc. or its officers, directors, agents or employees, or any of them, shall not exceed the total compensation received by TMS Engineers, Inc. under this Agreement.

PROFESSIONAL RESPONSIBILITY

TMS Engineers represents that the services shall be performed within the limits prescribed by the Agreement in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants of the type used in this project under similar circumstances. No other representation to City of Fairfield, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONCLUSION

This Proposal is based on our understanding of the Scope of Services to date and the responsibilities of TMS Engineers. If the Scope of Services for this Project is altered, this Proposal shall be adjusted accordingly to the mutual satisfaction of both City of Fairfield and TMS Engineers.

Mr. Nick Castellini
December 27, 2022
Page 3

ACCEPTANCE

Please sign and return the enclosed copy of this letter to serve as acceptance of this Agreement. If you should issue a purchase order, such shall be for your accounting purposes only, as the terms and conditions are not applicable to professional services.

The costs included in this Proposal are valid for six (6) months from the date of the submittal. If the Proposal is accepted after said period, TMS Engineers reserves the right to review and retain or modify the costs stated herein in order to appropriately reflect changing costs and salaries and similar economic considerations.

This document shall represent our total agreement and supercedes all prior representations. Any amendment shall be in writing and signed by both parties. Our understanding shall be construed under the laws of the State of Ohio. This Agreement shall become effective on the date of the last signature made.

We appreciate your consideration of our firm TMS Engineers, Inc. for this assignment and we are in a position to begin work promptly upon your acceptance of this proposal. If this proposal meets with your approval, please sign the agreement below as a written authorization to proceed with the services outlined herein or provide us with your purchase order. Please provide a copy for our records.

Very truly yours,

TMS Engineers, Inc.



Michael W. Schweickart, P.E., PTOE
President

enclosure

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

CITY OF FAIRFIELD, OHIO - CITYWIDE SIGNAL SYSTEM

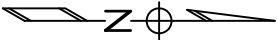
SECTION 1 - DIXIE HWY (SR 4)	SECTION 2 - GILMORE	SECTION 3 - DOWNTOWN	SECTION 4 - PLEASANT SOUTH	SECTION 5 - WINTON SOUTH	SECTION 6 - RIVER NORTH	SECTION 7 - FLASHING SIGNALS	SECTION 8 - SYMMES ROAD
SECTION COORDINATED	SECTION COORDINATED	SECTION COORDINATED	SECTION COORDINATED	SECTION COORDINATED	SECTION COORDINATED	SECTION COORDINATED	SECTION COORDINATED
1 SR 4 & Symmes 2 SR 4 & FFXing 3 SR 4 & Magie 4 SR 4 & Hicks 5 SR 4 & Nilles 6 SR 4 & Camelot 7 SR 4 & Boehm 8 SR 4 & N. Gilmore 9 North Gilmore & Holden 10 Holden & High School 11 SR 4 & Lighthouse 12 SR 4 & SR 4 Bypass 13 SR 4 & Boyrnel 14 SR 4 & Seward 15 SR 4 & Muhlhauser 16 SR 4 & Furn Fair 17 SR 4 & Woodridge 59 SR 4 Bypass & Diversion Rd 60 SR 4 & Diversion Road NON COORDINATED 18 Muhlhauser & Le Saint 19 Seward & Port Union 20 Seward & Symmes 21 Port Union & SR 4 Bypass 50 Seward & Tylersville 51 Mack & Ross	22 Gilmore & Resor 23 Gilmore & Mack 24 Gilmore & Cincinnati Finance 25 Gilmore & Kolb 26 Gilmore & Omniplex 27 Gilmore & I275 WB Ramp 28 Gilmore & I275 EB Ramp 29 Mack & Mercy 61 Gilmore & Ramp XL NON COORDINATED 55 Mack & Benzling	30 Pleasant & Magie 31 Pleasant & Patterson 32 Nilles & Pleasant 33 Pleasant & Wessel 38 River & Muckopf 39 River & Patterson 40 River & Nilles 41 Nilles & Sandy 42 Nilles & Mercy 43 Nilles & Hicks 45 Nilles & Winston	34 Pleasant & Evalle 35 Pleasant & Resor 36 Pleasant & Hunter 37 Pleasant & John Gray	46 Winton & Resor 47 Winton & Mack 48 Winton & John Gray	49 River & St. Clair 52 River & Cole 53 River & Symmes 54 River & Joe Nushall	NON COORDINATED 44 Nilles & Wittenburg NON COORDINATED 57 Symmes & N. Gilmore	

There are 61 Traffic Signals

SD-PTZ (2 - 1 in Village Green)

HD-PTZ (42 - 1 in Village Green)

NO PTZ (19)



CITY OF FAIRFIELD

6870 North Gilmore Road · Fairfield, Ohio

(513) 887-4200

DATE

DESIGN-LAYOUT

SCALE

N.T.S.

REVISIONS

DRAWN

CHECKED

BY

NMC

NMC

BAW

TITLE SHEET

JOB NO.

TRAFFIC SIGNAL MAP

PTZ LOCATIONS

FAIRFIELD, OHIO

DATE

SHEET NO.

04/29/22

6/6

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Packet Pg. 242



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

Evidence Processing Equipment

Legislation Title:

Ordinance to authorize the City Manager to enter into a purchasing agreement with B&H Photo, Video and Audio to purchase new digital camera equipment and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into a purchasing agreement with B&H Photo, Video and Audio located at 420 Ninth Avenue, New York City, NY 10001 for the purchase of new digital camera equipment.

Background/Synopsis: Our current inventory of cameras used for evidence processing have reached their end of life. This purchase will provide 3 new cameras and related equipment for our evidence technicians.

Financial Impact: \$6,141.99 from the Capital Improvement Fund, Project 3PD07.

Emergency Provision Explanation: To ensure that our evidence technicians have the appropriate equipment necessary to process crime scenes.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. B&H Quote



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

04/01/23

Quote No.: 898517454

Reference No.: R201202

Sold To: **Annette Kahn**
Fairfield Police Department
5230 Pleasant Ave
Attn: Annette Kahn
FAIRFIELD, OH 45014

Ship To: **Fairfield Police Department**
5230 Pleasant Ave
FAIRFIELD, OH 45014

Bill Phone: (513)867-6015

(513)867-6015

Date	Customer Code	Terms	Salesperson	Ship Via	
03/02/23	81448344	N/A	CFR	MULTIPLE	
Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
3		NIKON D-7500 DIG CAMERA w/18-140 VR LENS/REG Instant Savings 100.00 \$100.00 Instant Savings Exp. 04/02/23 This item currently has a price of \$1396.95 while supplies last. In Stock - while supplies last. <i>This price may change at the time of order per vendor restriction</i>	NID7500K (1582)	1,396.95	4,190.85
6		SANDISK 64GB EXTREME PRO UHS-I SD MEMORY CARD/REG Instant Savings 3.80 \$ 3.80 Instant Savings Exp. 03/06/23 This item currently has a price of \$14.99 while supplies last. In Stock - while supplies last.	SA64GBEPPD (SDSDXXU-064G-ANCIN)	14.96	89.76
3		WATSON EN-EL15 REPLACEMENT BATTERY V2/REG In Stock - while supplies last.	WAENEL152 (B-3410-2)	29.96	89.88
Continued on Next Page ...					

Customer Copy

Page 1 of 3

Packet Pg. 244

Attachment: Non Contractual Appropriations.032723 (3516 : Non-Contractual Appropriations)



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: **800-947-8003**
212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalisales@bhphoto.com
Corporate: corporate@bhphoto.com State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Quote No.: 898517454

Date	Customer Code	Terms	Salesperson	Ship Via	
03/02/23	81448344	N/A	Slsm	MULTIPLE	
Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
1		PELICAN #1500 CASE w/FOAM INSERT (BLACK)/REG In Stock - while supplies last.	PE1500FB (1500-000-110)	133.10	133.10
1		TOKINA 100mm f/2.8 ATX-I FF LENS f/NIKON/REG In Stock - while supplies last.	TO10028N (ATX-I-AFM100FFN)	393.75	393.75
1		NIKON SB-5000 AF SPEEDLIGHT/REG Back-Ordered. No ETA Available at this time This price may change at the time of order per vendor restriction	NISB5000 (4815)	596.95	596.95
1		SIGMA 10-20mm f/3.5 EX DC HSM LENS f/NIKON/REG In Stock - while supplies last.	SI102035SN (202306)	647.70	647.70
Continued on Next Page ...					

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com Fed Gov: federalsales@bhphoto.com
Corporate: corporatesales@bhphoto.com State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Quote No.: 898517454

Date	Customer Code	Terms	Salesperson	Ship Via
03/02/23	81448344	N/A	Slsm	MULTIPLE

Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
PLEASE NOTE: ----- **** Please reference your quote number on all PO's **** **** ALL PRICES ARE LISTED IN USD **** Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.					

Payment Type -	- Amount
NO PAYMENT TYPE SELECTED	

Sub-Total:	6,141.99
Shipping:	Free STND
Total:	6,141.99

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

Dispatch Upgrades

Legislation Title:

Ordinance to authorize the City Manager to enter into a purchasing agreement with various vendors to purchase consoles and monitors for the dispatch center and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City manager to enter into a purchasing agreement with Mirco Center and Xybix Systems to purchase consoles and monitors for the dispatch center.

Background/Synopsis: Our dispatch consoles and monitors have reached their end of life and are in need of an upgrade. This purchase will allow for the replacement of our current monitor racks and will consolidate some of our current monitors.

Financial Impact: \$6312.04 from the Capital Improvement Fund, Project 3PD08.

Emergency Provision Explanation: To increase the efficiency of our public safety dispatchers.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Xybix Quote

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner



Quote

Quote Number: 30623

Quote Date: 1/19/2023
Revision: C
Orig Create Date: 1/19/2023
Expires: 4/19/2023
Opp #: 0026276

Terms: 90% Net 30; 10% Retention

Page: 1 of 1

QUOTE TO:

Acct: FAIHYSFAOH
Annette Kahn
Fairfield Justice Center
5230 Pleasant Ave.
Fairfield OH 45014
USA

Phone: 513-867-5300
Email: Akahn@fairfieldoh.gov

SHIP TO:

Fairfield Justice Center
5230 Pleasant Ave.
Fairfield, OH 45014
USA

Salesperson: AMANDA SCHWARTZ
Phone: (720) 326-1165
Email: amandas@xybix.com

STANDARD 2022-9 PRICING
T-SERIES
TAX EXEMPT

01.19.2023 -Update Quote expiration date ~kmr
10.20.2022 -Update Quote pricing and expiration date ~kmr
05.13.2022 -Drawing R0 ~kmr

****CUSTOMER INSTALL****

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
4.00	14784.	Monitor Mount - Quickstack - 2 Vertical Posts - Quickstack - 2 Vertical Posts - - Corner Dual Surface - 84L x 84R	1	4.00 EA	\$1,500.00	42.00 %	\$870.00	\$3,480.00
90.00	10166	Crating for Shipment	2	1.00 EA	\$238.00	0.00 %	\$238.00	\$238.00
99.00	Other	Other Charges & Services	3	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
Line (3) - Miscellaneous Charge -								
		Description					Ext. Price	
		1.) LTL- w/Lft Gate&Inside Del					600.00	
		2.) Supply Chain Freight Surcharge					74.08	
List Price Total:		\$6,238.00	Lines Total:		\$3,718.00			
			Line Miscellaneous Charges Total:		\$674.08			
			Taxes Total:		\$0.00			
			Quote Total:		\$4,392.08			

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - March 27, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Instrumentation

Legislation Title:

Water Division Instrumentation

Background/Synopsis:

The Water Division utilizes a wide variety of instrumentation in order to physically monitor and control processes ensuring efficient operation. It is necessary to integrate new technologies and modern equipment to keep the Water Division up-to-date and in optimal working order.

Programmable Logic Controllers (PLC's) are utilized within the Water Divisions Supervisory Control and Data Acquisition for the control of and to communicate with Water Treatment Processes at the Water Treatment Plant and Water Distribution System. The requested appropriation is for the purchase of seven (7) spare PLC's to utilize on an as needed basis in order to avoid interruptions in Water Treatment Processes.

A cost estimate for the PLC's is attached for review.

Financial Impact:

An appropriation in the amount of \$12,500.00 is being requested for the purchase of 7 spare PLC's and associated equipment.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WT02, Instrumentation Replacement Program. The funding source is the Water Surplus Fund.

Attachments:

1. CBT PLC Qte3391453

QUOTATION

CBT Company
 5500 RIDGE AVENUE
 CINCINNATI, OH 45213-2516
 PHONE: 513-621-9050 FAX: 513-621-0549



Quote Number	
3391453	
Quote Date	Page
3/8/2023 10:41:27	1 of 2

Quote Expires On 4/7/2023

Bill To:

CITY OF FAIRFIELD
 5350 PLEASANT AVE
 FAIRFIELD, OH 450143567
 US

513-867-5300

Ship To:

CITY OF FAIRFIELD WATER TREATMENT
 5021 GROH LANE
 FAIRFIELD, OH 45014
 US

Requested By: Jason Blevens

Customer ID: 288201

Job Name:

Customer PO Number	Ship Route	Ship Method	Taken By
SXS B2B RFQ	NOR	UPS GRD	SXS

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Required Date	Promise Date	UOM Unit Size	Disp.		Unit Size		
1.000			EA		1762IF2OF2 AB	EA	542.1218	542.12
	3/17/2023	7/12/2023	1.0		MicroLogix 4 Point Analog Comb Module	1.0		
					18 WEEK LEAD			COO: MY
2.000			EA		1762IF4 AB	EA	542.1218	1,084.24
	3/17/2023	3/17/2023	1.0		MicroLogix 4 Point Analog Input Module	1.0		
					(4) in CBT STOCK > ELSE; 16 WEEK LEAD			COO: MY
2.000			EA		1762OF4 AB	EA	511.4283	1,022.86
	3/17/2023	6/8/2023	1.0		MicroLogix 4 Point Analog Output Module	1.0		
					13 WEEK LEAD			COO: MY
4.000			EA		1766L32AWAA AB	EA	1,534.2949	6,137.18
	3/17/2023	9/29/2023	1.0		MicroLogix 1400 32 Point Controller	1.0		
					29 WEEK LEAD			COO: SG
3.000			EA		1766L32AWA AB	EA	1,231.2729	3,693.82
	3/17/2023	3/17/2023	1.0		MicroLogix 1400 32 Point Controller	1.0		
					(7) in CBT STOCK ELSE; 29 WEEK LEAD			COO: SG

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

QUOTATION

CBT Company
 5500 RIDGE AVENUE
 CINCINNATI, OH 45213-2516
 PHONE: 513-621-9050 FAX: 513-621-0549



Quote Number	
3391453	
Quote Date	Page
3/8/2023 10:41:27	2 of 2

Quote Expires On 4/7/2023

Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Required Date	Promise Date	UOM Unit Size	Disp.		Unit Size		

Total Lines: 5

SUB-TOTAL: 12,480.22

TAX: 0.00

AMOUNT DUE: 12,480.22

U.S. Dollars

CBT appreciates your business

Please reference CBT Quote Number: 3391453

CBT Terms and Conditions apply unless otherwise agreed to in writing.

General Terms and Conditions: <https://cbtcompany.com/cbt-co-terms-and-conditions>

Service Terms and Conditions: <https://cbtcompany.com/cbt-co-services-terms-conditions>

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Amanda Brock,
 Submitting Department: Parks

Subject:

Community Arts Center Upgrades and Improvements-Senior Center and Misc. Carpet

Legislation Title:

Community Arts Center Upgrades and Improvements-Senior Center and Misc. Carpet

Recommendation:

It is recommended that City Council authorize an appropriation for the amounts listed in the financial impact section. Funding is from the Capital Fund 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 for \$8,325.00 for upgrades in the senior center lounge to improve the kitchen area. The \$14,906.00 is for upgrading carpet in the senior lounge and all the entrances to the CAC. It also will replace the carpet in the main corridor gathering space.

Attached are the detailed pricing, quotations from multiple vendors, and work descriptions for each item.

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

Financial Impact:

\$26,000.00 from the Capital Fund (\$8,325.00 for CDA Properties, and \$14,906.00 for Carpetland, and \$2769.00 for contingency and other community art center needs).

Emergency Provision Explanation:

Suspension of rules and emergency provision are not applicable for this item

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Attachments:

1. CAC Carpet and Lounge

CDA PROPERTIES.

P.O. BOX 415

Seven Mile OH 45062

513-523-4088

S.R.L

Estimate

Date	Estimate #
3/6/2023	1094

Name / Address
City of Fairfield Attn: Rodney Jones 411 Wessel Dr. Fairfield, OH 45014

Description	Total
COMMUNITY ARTS BUILDING:SENIOR CENTER Remodel Counter Area: 1) Demo Curved Counter Area 2) Rebuild 1/2 Wall to Match Existing Countertop Height Wall 3) Drywall & Finish Newly Built Wall, Ready to Paint 4) Paint New Wall to Match Existing Color 5) Demo Countertop and Remove Double Sink for Reinstallation 6) Custom Build and Install New Laminate Counter Tops Per Spec (see attached diagram) 7) Installation of Double Sink 8) Will Use Protection on Flooring/Furniture as Needed and Clean Up, ect. Labor & Materials	8,325.00
Thank you for the opportunity to service the City of Fairfield.	Total \$8,325.00

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Phone #
513-523-4088

Carpetland Proposal

1050 Skillman Drive, Cincinnati, OH 45215
 (513) 771-2345 x 126 * fax (513) 672-8450
 E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To Be Performed at:
City of Fairfield	Fairfield Community Arts Building
	411 Wessel Drive
E-mail: rjones@fairfieldoh.org	Fairfield, Ohio 45014
Phone: 513-304-8835	
	Proposal Date: 02/27/23

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

Three Entry Points

Demo existing ceramic tile and carpet, grind off thinset = \$1,890.00

Install Walk-Off Carpet, J&J style: Runway II = \$4,896.00

Transition Strips = \$324.00

Total = \$7,110.00

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

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

Respectfully submitted by: Jeffrey Combs

Pricing for this proposal is only good for 30 days.

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

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Carpetland Proposal

1050 Skillman Drive, Cincinnati, OH 45215

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

E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To Be Performed at:
City of Fairfield	Fairfield Community Arts Building
	411 Wessel Drive
E-mail: rjones@fairfieldoh.org	Fairfield, Ohio 45014
Phone: 513-304-8835	
	Proposal Date: 02/27/23

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

Senior Activity Room

Demo existing carpet = \$408.00

LVP – J&J Classics 20 mil or Equivalent = \$7,600.00 (to be installed throughout the whole room)

Total = \$8,008.00

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

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

Respectfully submitted by: Jeffrey Combs

Pricing for this proposal is only good for 30 days.

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

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

Carpetland Proposal

1050 Skillman Drive, Cincinnati, OH 45215
 (513) 771-2345 x 126 * fax (513) 672-8450
 E-mail: JCOMBS@CARPETLAND-CINCY.COM

Submitted To:	Work To Be Performed at:
City of Fairfield	Fairfield Community Arts Building
	411 Wessel Drive
E-mail: rjones@fairfieldoh.org	Fairfield, Ohio 45014
Phone: 513-304-8835	
	Proposal Date: 02/27/23

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

Senior Activity Room

Demo existing carpet = \$408.00

Carpet Tile – J&J, style: Outfitter, Intrinsic, Fast Track or Equivalent = \$3,560.00*

LVP – J&J Classics 20 mil or Equivalent = \$650.00 (to be installed in front of kitchen cabinets)

Transition Strips = \$68.00

Lobby Sitting Area

Demo existing carpet = \$168.00

Carpet tile – J&J, style: Outfitter, Intrinsic, Fast Track or Equivalent = \$1,466.00

Transition Strips = \$144.00

Lobby Serving Station

Demo existing carpet = \$60.00

Carpet tile – J&J Classics 20 mil or Equivalent = \$1,200.00

Transition Strips = \$72.00

8,000

*Alternate Option to install LVP flooring instead of carpet tile in Senior Activity Room, add + \$4,400.00

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

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

Respectfully submitted by: Jeffrey Combs

Pricing for this proposal is only good for 30 days.

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

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



March 6th, 2023

*3675 Symmes Road Hamilton OH

(513) 860-260

City of Fairfield

Job: 411 Wessel Drive
Fairfield, OH 45014

Attn: Rodney Jones

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration.

Re: Senior Room – Lobby – Beverage Area

We will perform the following in all areas where needed:

- *Remove and haul away the existing carpet and cove base
- *Clean and prep the concrete to make ready for the new installation of carpet tiles and luxury vinyl plank flooring
- *Provide and install Shaw commercial grade glue down carpet tiles (style and color: TBD)
- *Provide and install Shaw commercial grade glue down luxury vinyl plank flooring – (style and color: TBD)
- *Provide and install Roppe 4" rubber cove base along the perimeter of each wall – color: TBD
- *Provide and install matching rubber transitions where necessary
- *Provide, stain, and install wood trim along the existing cabinets – color: TBD

*Furniture will be moved by others

Total Cost \$ 7, 992.00 – Add \$ 2, 988.00 if DeGeorge provides and installs a commercial grade flooring in the senior room/lounge instead of commercial grade carpet tiles

*Note: Seismic installation procedures are not included. Any and all permits are not included and will be the responsibility of others. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manor according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by the Bureau of Workers' Compensation Insurance. Customer will assume all electrical work unless otherwise specified. All and all permits required to be supplied by customer. Total sum of estimate is due when specified. If the account is turned over for collection, the customer will be charged for all legal fees and interest added in accordance to local and state laws. Job is based on non-prevailing wage scale

Signature: Matt Dunn

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

ACCEPTANCE OF PROPOSAL

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

Accepted Signature: _____ Date: _____

Attachment: Non Contractual Appropriations.032723 (3516 : Non-Contractual Appropriations)



March 1st, 2023

*3675 Symmes Road Hamilton OH

(513) 860-260

City of Fairfield

Job: 411 Wessel Drive
Fairfield, OH 45014

Attn: Rodney Jones

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration.

Re: Senior Entry – South Entry – North Entry

We will perform the following in all areas where needed:

- *Remove and haul away the existing walk off mat carpet tiles
- *Clean and prep the concrete to make ready for the new installation of glue down walk off mat carpet tiles as discussed between Rodney Jones and Scott Polston on site
- *Provide and install Shaw commercial grade walk off mat glue down carpet tiles – (style and color: TBD)
- *Provide and install matching rubber transitions where necessary

Total Cost \$ 6,989.00

*Note: Seismic installation procedures are not included. Any and all permits are not included and will be the responsibility of others. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by the Bureau of Workers' Compensation Insurance. Customer will assume all electrical work unless otherwise specified. All and all permits required to be supplied by customer. Total sum of estimate is due when specified. If the account is turned over for collection, the customer will be charged for all legal fees and interest added in accordance to local and state laws. Job is based on non-prevailing wage scale

Signature: Matt Dunn

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

ACCEPTANCE OF PROPOSAL

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

Accepted Signature: _____ Date: _____

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - March 27, 2023

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for engineering services for raw water supply well project

Legislation Title:

An appropriation in the amount of \$45,800.00 is being requested for design and engineering services related to the planned raw water supply well (3R) project at the City's Water Treatment Plant.

Background/Synopsis:

The City's Water Division owns and operates six (6) raw water supply wells. These wells supply all the water to the Water Treatment Plant.

Well #3, the City's oldest supply well in operation (50+ years old), needs to be abandoned due to structural issues and sub-surface problems. In 2022 the City applied to Ohio EPA and received approval to install a new raw water supply well in the same general vicinity as Well #3, to eventually replace Well #3. As part of this application and permitting process, the City also requested that the new well be a higher-capacity well. Ohio EPA approved this request, and authorized the installation of the new well with a planned daily yield of 3,960,000 gallons. This higher approved yield gives the City an additional ~1,500,000 gallons per day of water supply available to the Water Treatment Plant. This additional supply volume is important because Public Utility Officials plan to have the Water Treatment Plant rerated in the future to increase the overall plant capacity as needed to serve the continued commercial and residential water demand and growth throughout the City.

In 2022 City Council awarded a contract for the drilling and flow-testing of this new well, called Well 3-R. This work is ongoing.

The next step of the well installation process is to perform detailed engineering and design of the well pump, motor, piping, valving, electric and control systems. This step will also include another regulatory review and approval by Ohio EPA. Once this engineering work is completed and project plans and specifications are prepared, the City will advertise and competitively bid the related construction project – likely in Q3 2023.

City staff recommends that Strand Associates be used to perform this critical engineering work, per the attached proposal.

Financial Impact:

An appropriation in the amount of \$45,800.00 is being requested for professional services for this project. Funding for this project is included in the approved 2023-2027 Capital Improvement Program (CIP), under 3WT21 – ‘New Production Well’. The funding source is 605 – Water Surplus.

Attachments:

1. Fairfield Well 3R Design_Strand Proposal_2023.03.06



Strand Associates, Inc.[®]
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
(P) 513.861.5600
www.strand.com

March 1, 2023

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

Re: Engineering Services
Well 3R Design

Dear Mr. Sackenheim:

This Proposal presents Strand Associates, Inc.[®]'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Fairfield, Ohio (City) for the Well 3R Design at the Fairfield Water Treatment Plant.

Scope of Services

Proposed services can be described as follows.

1. Participate in a project kickoff meeting with the City to review project scope and schedule.
2. Review City-provided front end documents and technical specifications and provide feedback to the City. Provide supplemental technical specifications, as needed, to be included in the Bidding Documents.
3. Perform a utility survey consisting of surface features and appurtenances, field marking from Ohio Utilities Protection Service, and review of mapping from utilities and City.
4. Prepare up to ten drawings and technical specifications for one new 24-inch-diameter sand and gravel groundwater production well up to 175 feet deep located in the existing well field behind the water treatment plant adjacent to Well No. 3. Production well is anticipated to be constructed on the ground without a platform. The design will include a valve vault, electrical panel, and up to 50 feet of raw water main.
5. Develop 50 percent design drawings and an opinion of probable construction cost (OPCC). Submit documents to the City for review.
6. Develop 90 percent design drawings, technical specifications, and OPCC. Submit documents to the City for review.
7. Participate in project progress and review meetings following 50 percent and 90 percent design.
8. Provide drawings, specifications, and the City's well information for the City to submit to the Ohio Environmental Protection Agency (OEPA).

JMK:dfc\R:\CIN\Documents\Agreements\F\Fairfield, City of (OH)\Well 3R Dgn.2023\Agr\1078.018.prpsl.docx

Mr. Adam Sackenheim, Public Utilities Director
 City of Fairfield
 Page 2
 March 1, 2023

9. Address comments from the OEPA permit review, as appropriate, and provide drawings and technical specifications to the City.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional Site Visits and/or Meetings: Additional City-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with the City.
2. Archaeological or Botanical Investigations: Strand will assist the City in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with the City.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate proposal with the City.
4. Geotechnical Engineering: Geotechnical engineering information will be provided through the City and the City's geotechnical consultant. Strand will assist the City with defining initial scope of geotechnical information that is required to allow the City to procure geotechnical engineering services.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to the City for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with the City.
6. Preparation for and/or Appearance in Litigation on Behalf of the City: This type of Service by Strand will be provided through a separate proposal with the City.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with the City.

Mr. Adam Sackenheim, Public Utilities Director
 City of Fairfield
 Page 3
 March 1, 2023

Compensation

The City shall compensate Strand for Services a lump sum of \$45,800.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by the City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of a purchase order, which is anticipated the week of February 27, 2023. Services are scheduled for completion on September 1, 2023.

Standard of Care

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

City's Responsibilities

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by the City relative to the scope of this project, such as well testing data, soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the sites as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.

Mr. Adam Sackenheim, Public Utilities Director
 City of Fairfield
 Page 4
 March 1, 2023

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide the front end documents that require the contractor to name Strand as additional insured on contractor's General Liability and Automobile Liability insurance policies and provide as an additional insured and to indemnify Strand to the same extent that the contractor insures and indemnifies the City.
9. Pay all permit and plan review fees payable to regulatory agencies.
10. Provide documentation of OEPA approval for the well, variances, and floodplain determination information.

Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for the City's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City.

Changes

1. The City may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of the City. The fee established herein will not be exceeded without agreement by the City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of OEPA requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon the City's authorization. Extension of Services will be provided for a lump sum or on an hourly rate plus expenses.

Mr. Adam Sackenheim, Public Utilities Director
 City of Fairfield
 Page 5
 March 1, 2023

Payment

The City shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Strand's option, result in suspension of Services upon five calendar days' notice to the City. Strand will have no liability to the City, and the City agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by the City. Upon receipt of payment in full of all outstanding sums due from the City, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through the City, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Strand will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either the City or Strand. Strand's services under this Proposal are being performed solely for the City's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. The City and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between the City and Strand arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Ohio.

Mr. Adam Sackenheim, Public Utilities Director
City of Fairfield
Page 6
March 1, 2023

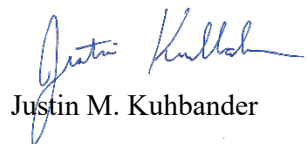
Terms and Conditions

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services**. the City-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 513-861-5600 extension 5231.

Sincerely,

STRAND ASSOCIATES, INC.®



Justin M. Kuhbander

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Thomas Lakamp,
 Submitting Department: Fire

Subject:

Forcible Door Simulator

Legislation Title:

Ordinance to authorize the City Manager to enter into a purchasing agreement with Citizens First Fire Training to purchase The Forge Fire & Company - Alpha Forcible Entry Door with accessories and declaring an emergency.

Recommendation:

It is recommended that Council authorize the City Manager to enter into a purchasing agreement with Citizens First Fire Training located at 16689 State Route 28, Chillicothe, Ohio 45601 to purchase the Forge Fire & Company - Alpha Forcible Entry Door with accessories for the price of \$11,950.00

Background/Synopsis:

The Fire Department does not currently own a forcible entry door simulator and is required to borrow a door from a neighboring fire department providing limited opportunity to train throughout the year. The purchase of this simulator will permit recurrent training throughout the year to ensure skills are maintained.

Financial Impact: \$11,950.00 from the Capital Improvement Fund, project 3FD03

Emergency Provision Explanation:

The Fire Department would like to start the forcible entry training program as soon as possible and want to ensure delivery of the simulator prior to scheduled live fire training.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Estimate_1012_from_Citizens_First_Fire_Training

ESTIMATE

Citizens First Fire Training

16689 State Route 28
Chillicothe, OH 45601

citizensfirstfiretraining@gmail.com

(937) 305-6369

www.citizensfirstfiretraining.com



City Of Fairfield Fire Department

Bill to

City Of Fairfield Fire Department

Estimate details

Estimate no.: 1012

Estimate date: 03/06/2023

Expiration date: 06/06/2023

Product or service

Amount

1. Alpha Door

\$11,400.00

Forge Fire & Company "ALPHA DOOR" forcible entry system sets itself far above the competition:

-CRUSH: Our prop offers dynamic and economic sacrificial crush areas at crucial set/forcing points. The patented crush blocks are able to realistically duplicate multiple types of door construction ranging from wood residential to heavy steel commercial applications. This system can also easily adjust the tightness of the jam for more advanced and technical tactics. The dynamic design helps eliminate bad habits, increases efficiency/effectiveness by using built in redundancies that enforces correct forcible entry techniques.

- FLEX: Our heavy duty steel prop door is engineered to flex just like a real door! The user can utilize one or all of our multiple low, mid or high locking points to duplicate realistic GAP/SET/FORCE all while focusing on managing capture of progress.

- HINGES: The 2.0 prop provides actual hinge pulling/cutting by using real hinge screws in the exact anatomically correct placement of low, mid and high points between the actual door and jam; not on an additional prop or off to the side (which is not realistic).

- WHEELS: The easy on/off wheel movement system makes it easy for ONE person to move the 1,000 lb prop anywhere on flat surfaces. Loading onto a trailer is easily managed by just TWO! This option makes the prop efficient and more apt to be used.

- REAL DOORS: Our prop offers the ability to mount any size scrap door onto either side of the prop. This maximizes the use of old scrap doors making the prop extremely versatile for both left and right swinging tactics.

- MODULAR DESIGN: The 2.0 is a bolt together modular design built to last! The high quality HD construction, warranty and excellent customer service combined with the modular ability to repair the prop if needed will provide many years of service. Our original prop still being used currently has over 150,000 forces with zero failure of any components!

- ADVANCED TACTICAL FEATURES: Our prop offers many advanced options that are engineered and built into the prop WITHOUT the need for multiple stand alone props. Including:

* Drop bar breaching for both outward and inward swing doors...YES...we said inward drop bar tactics!

* Panic bar breaching with our patented magnetic panic bar. By utilizing high quality magnets the user is able to add or remove the panic bar

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

without the need for fasters.

* Rebar cutting tree offers low, mid & high cutting built into the side frame.

* AR 400 steel anchor is built into the frame for chain/padlock breaching.

* Advanced heavy locking capabilities provides the opportunity to train multiple advanced leverage tactics.

* TTL thru-the-lock locks system. This system allows the ability to pull REAL locks as well as our reusable deadbolt dummy. Anatomically placed on the door for realistic applications. We provide real commercial Adam's right & residential deadbolt locks in this system for dynamic and efficient training.

* Baseball swing wood jam without the need to drill/bolt!

* Shock, gap, set and force our door anywhere from top to bottom on our realistic full height/full jam stop door.

As you can see, our props are the industry leader. The ALPHA DOOR provides the most realistic and comprehensive package available!

2.	Freight Charge	\$250.00
3.	Alpha Door Ram Plate	\$300.00

		Total	\$11,950.00
Note to customer		Expiry date	06/06/2023
Thank you for your business.			



City Council Information Item
Regular Meeting - March 27, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Safety Equipment

Legislation Title:

Water Division Safety Equipment

Background/Synopsis:

Safety Equipment is provided to Water Division Staff in order facilitate a safe working environment. Provided Safety Equipment consists of but is not limited to Confined Space Entry, Lock Out Tag Out, Traffic Safety, Personal Protective Equipment, Trenching and Shoring Equipment, etc. Safety Equipment will be procured from various City-approved vendors on an as needed basis.

Financial Impact:

An appropriation in the amount of \$20,000.00 is being requested for the purchase of Water Division Safety Equipment.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WT26, Safety Equipment. The funding source is the Water Surplus Fund, 605.



City Council Information Item
Regular Meeting - March 27, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Safety Equipment

Legislation Title:

Wastewater Division Safety Equipment

Background/Synopsis:

Safety Equipment is provided to Wastewater Division Staff in order facilitate a safe working environment. Provided Safety Equipment consists of but is not limited to Confined Space Entry, Lock Out Tag Out, Traffic Safety, Personal Protective Equipment, Trenching and Shoring Equipment, etc. Safety Equipment will be procured from various City-approved vendors on an as needed basis.

Financial Impact:

An appropriation in the amount of \$20,000.00 is being requested for the purchase of Wastewater Division Safety Equipment.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WW19, Safety Equipment. The funding source is the Sewer Surplus Fund, 624.



City Council Information Item
Regular Meeting - March 27, 2023

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for engineering services for water main replacement project

Legislation Title:

An appropriation in the amount of \$49,920.00 is being requested for survey, design and engineering services related to the planned 2022 Route 4 water main replacement project.

Background/Synopsis:

Engineering services are necessary in preparation for the planned Pleasant Avenue (US Route 127) water main replacement project. Technical services will include field surveying, construction plan design, permitting and, if needed, construction administration.

The City intends to replace approximately 4,600 feet of 1950's-era cast iron pipe with new poly-wrapped ductile iron pipe on Pleasant Avenue between Crestwood Lane and Patterson Blvd. The project has been identified by staff as a priority project for replacement based on the age of the existing pipe, the high volume of traffic in the project area, and the difficulty associated with main break repairs due to traffic patterns.

The project is scheduled to be designed and permitted in 2023, with construction to commence in 2024. The project will be completed prior to the planned street repaving project of this same area of Pleasant Avenue in 2025.

Technical and engineering services will be performed by Choice One Engineering Corporation; proposal is attached. Cost of engineering services is \$49,920.00.

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

Financial Impact:

Funding for this project is included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 3WT10 – Small Water Line Improvements. The funding source is the Water Surplus Fund.

Attachments:

1. 2023-01-25_Proposal - Pleasant Ave Water Main

**Date**

January 25, 2023

Attention

Adam Sackenheim
asackenheim@fairfield-city.org

Address

City of Fairfield
Public Utilities
5021 Groh Lane
Fairfield, OH 45014

Subject

Proposal for Professional Services
Pleasant Avenue Water Main Replacement
BUT-FAI-2304

Dear Mr. Sackenheim:

Choice One Engineering Corporation appreciates the opportunity to provide services to the City of Fairfield for the Pleasant Avenue Water Main Replacement project.

Our proposed Scope of Services and Cost Proposal are enclosed. If you have any questions, would like more information, or if we can be of help in anyway, please do not hesitate to contact our office.

Sincerely

A handwritten signature in blue ink, appearing to read "JL Bertke".

Jacob L. Bertke, P.E.
Project Manager

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

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

Scope of Services

Project Snapshot

Choice One intends to provide professional design services for the replacement of water main on Pleasant Avenue between Crestwood Lane and Patterson Blvd., in the City of Fairfield, Ohio.

Project Details

- Project involves replacing the existing 14" water main on Pleasant Avenue (US Route 127) with a 12" main.
- The project length is approximately 4,600 feet. The attached exhibit shows the project area.
- All services in the project route will be replaced to the right-of-way. New meter pits will be provided if requested by the Client.
- New fire hydrants and valves will be designed throughout the project route.
- At the south end, the main will connect to a stubbed main just north of Crestwood Drive, which was stubbed with a previous replacement project.
- All mains on side-streets will be tied in and stubs to side streets will be designed as required by the Client.
 - Both the existing 6" and ex. 20" mains on Nilles Road will be connected to the new main.
- There is an abandoned City of Hamilton 42" water main along Nilles Road, that will be crossed with the project. Plug/bulkhead details will be provided if a portion of the 42" main needs to be removed to allow for installation of the new water main.
- The design of the water main and service stubs to the Reigert Shopping Center will be coordinated with the site improvements at the Shopping Center that are currently under design.
- The design of a master meter vault for the Symmes Apartments and Townshomes complex will be provided with the project. A tie-in to the existing private main that serves the complex will be provided on the downstream side of the vault.
- All Maintenance of Traffic (MOT) in the project area will be handled with plan notes and standard details. No detailed MOT plans will be provided.
- No easements are anticipated on the project. It's assumed that all mains will be designed in the right-of-way or on City owned property.
- No Ohio EPA PWS Water Submittal is included in the scope, because the project involves only main replacements that are exempt under OAC 3745-91-02(D).

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Design construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. General Notes and Details
 - iv. Master Meter Details
 - v. Quantity Summary and Engineer's Estimate
 - vi. Water Main Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vii. Maintenance of Traffic Notes and Details
- b. Plans will be submitted to the Client for review at the 60% and 90% design stages. Review meetings will be held with the Client at each submittal stage.

3. Construction Administration Services

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Produce additional plans for successful contractor and Client.
 - ii. Attend preconstruction meeting and provide minutes to attendees.
 - iii. Respond to Contractor's questions.
 - iv. Administrate plan interpretation for contractor and Client during construction, as required.
 - v. Attend meetings at the request of the Client with contractor.
 - vi. Review and approve pay requests.
 - vii. Process necessary change orders.
 - viii. Conduct final inspection and provide a punch list.
 - ix. Review site/civil shop drawings.
 - x. Attend final walkthrough with Client and contractor.

Additional Services

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

1. Sanitary Sewer Design
2. Detailed Maintenance of Traffic Plans
3. Construction Layout Staking
4. Easement and Right-of-Way Plats or Descriptions
5. Construction Bidding Procedures
6. Record Drawings
7. Construction Observation
8. Ohio Environmental Protection Agency (OEPA) Permits and Submittals

Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$14,370.00
Construction Plans	\$34,550.00
Total	\$48,920.00
Construction Administration Services	Hourly Upon Request \$1,000 budget
Total w/ Construction Administration	\$49,920.00

Schedule

Choice One will complete construction plans within one hundred eighty (180) days after receipt of an executed Agreement.

Master meter pit for
apartments here.

City owned property we might
utilized. Get plenty of topo as
shown

R/w is wide here

BUT-FAI-2304

- Pleasant Avenue Water Main Replacement
- Approx. 4600' centerline
- Ex. 14" replaced with 12" on Pleasant Ave.

Attachment: Non Contractual Appropriations.032723 (3516 : Non-Contractual Appropriations)

2023 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$160
Professional Surveyor	\$145
Landscape Architect	\$120
Designer	\$105
Field Surveyor	\$115
Administrative	\$75
Resident Project Representative	\$90

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

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

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



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:

CAD/RMS Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a purchasing agreement with various vendors to purchase equipment necessary for the transition to our new CAD/RMS program.

Recommendation:

It is recommended that Council authorize the City Manager to enter into a purchasing agreement with various vendors to purchase equipment necessary for the transition to our new CAD/RMS system for the price of \$23,800.

Background/Synopsis: We are currently in the process of transitioning to a new CAD/RMS system. This appropriation will allow for the purchase of additional hardware and software that is needed for the project.

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

Emergency Provision Explanation: This equipment 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

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - March 27, 2023

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

Subject:

3CM03 - Server Room UPS

Legislation Title:

3CM03 - Server Room UPS Appropriation in the amount of \$25,000 to fully inspect and replace critical components of the city's primary server UPS system.

Subject:

Non-Contractual Appropriations

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation for the appropriation of **\$25,000** from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

Background/Synopsis:

The city's primary server room UPS system has been experiencing interruptions in power to random connected devices, switches, and servers; PDU failures; and battery failures following the failure of a belt in the room's air-conditioning system. An evaluation by the manufacturer's local partner and original installer of the system (Greensource Cincinnati) determined a replacement of all batteries, PDUs (power distribution unit), and a full re-certification of the system would be required.

Financial Impact:

An appropriation in the amount of **\$25,000** is being requested to re-certify and perform required repairs to the city's primary server room UPS, and related components. Costs are broken out as follows:

1. Re-certify and re-establish maintenance of the UPS by Greensource Cincinnati - \$5,300.
2. Procure and replace all battery modules within the UPS by Greensource Cincinnati - \$7,000.
3. Procure and replace all PDUs by city staff - \$8,400.
4. Contingency - \$4,300.

Emergency Provision Explanation:

An emergency provision is necessary in order to begin a full evaluation of the primary server room UPS and initiate repair/replacement of components as quickly as possible in order to prevent further unexpected power outages to servers and network equipment. Greensource Cincinnati is an APC/Schneider partner, the original reseller and installer of the system, and is the company

APC/Schneider has recommended for support and repairs of their equipment in this area.

Attachments:

1. Estimate for re-certification and re-establishing maintenance.
2. Estimate for battery replacement.
3. Estimate for replacement PDU each.

Attachments:

1. GS 2095 City of Fairfield service 2023
2. GS 2093 City of Fairfield MBRS March 2023
3. APC Switched Rack PDU 2G Zero U - power distribution unit - AP8930 - -



ESTIMATE

greenSource CINCINNATI

PO Box 1197
Lebanor
Ohio
45036
United States

Estimate # 2095

Payment Term Net 30

Estimate Date 03/14/2023

Expiration Date 04/14/2023

Customer Name City of Fairfield

Contact Name Mike Felerski

Billing Address: 701 Wessel Drive
Fairfield Ohio 45014
United States

Ship To: 701 Wessel Dr,
Fairfield, OH 45014

Product/Items Sold

Item Name	Item Quantity	Item Rate	Amount
WPCAVUPS-UG-01	1	\$ 1,018.75	\$ 1,018.75
Pre-Contract Audit for 1 - UPS up to 40 kVA. Pre- Contract Audit required prior to putting equipment under a service agreement. Existing issues found will be billable as time and materials.			
UPS Serial Number PD1450150018			
WADVULTRA-PX-22	1	\$ 4,287.50	\$ 4,287.50
(1) Year Advantage Ultra Service Plan for (1) Symmetra PX UPS 20kVA 40 and/or PDU			
UPS Serial Number PD1450150018			
Sub Total			\$ 5,306.25
Discount \$ 0.00			
Tax			\$ 0.00
Shipping and Handling			\$ 0.00
Total			\$ 5,306.25

Notes to Customer

Thank you for the opportunity to do business with you. Please review the estimate and get back to us at your earliest convenience. All customer interactions are subject to the greenSource Cincinnati Terms and Conditions which can be found here: <http://www.greensourcecincinnati.com/terms-and-conditions/>. Please contact a member of our team with questions.

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



ESTIMATE

greenSource CINCINNATI

PO Box 1197
Lebanor
Ohio
45036
United States

Estimate # 2093

Payment Term Net 30

Estimate Date 03/14/2023

Expiration Date 04/14/2023

Customer Name City of Fairfield

Contact Name Mike Felerski

Billing Address: 701 Wessel Drive
Fairfield Ohio 45014
United States

Ship To: 701 Wessel Dr,
Fairfield, OH 45014

Product/Items Sold

Item Name	Item Quantity	Item Rate	Amount
WMBRS3-MB-T4	1	\$ 6,793.75	\$ 6,793.75
Modular Battery Replacement Service 3 X SYBT4 UPS serial number PD1450150018			
Sub Total			\$ 6,793.75
Discount \$ 0.00			
Tax			\$ 0.00
Shipping and Handling			\$ 120.00
Total			\$ 6,913.75

Notes to Customer

Thank you for the opportunity to do business with you. Please review the estimate and get back to us at your earliest convenience. All customer interactions are subject to the greenSource Cincinnati Terms and Conditions which can be found here: <http://www.greensourcecincinnati.com/terms-and-conditions/>. Please contact a member of our team with questions.

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

APC Switched Rack PDU 2G Zero U - power distribution unit

MFG.PART: AP8930 CDW PART: 3507968

~~\$1,675.00~~

\$1,139.99

Advertised Price

1

Add to Cart

Lease Option (\$33.07/month)

Buy Now

Tech Specs Accessories Warranties Reviews (4)



Availability: 32 units In Stock
Get it Thursday, March 16 to 45201 by a CDW partner

Enhance your hardware

Add Warranty



No Protection Plan

\$0.00

☒ Selected



APC Extended Warranty (Renewal or High Volume) - e...

\$104.99

☐ Select

Show (1) Warranties

 Add Accessories

Quick tech specs

- Power distribution unit (rack-mountable)
 - Ethernet
 - input: NEMA L5-20
 - 0U
 - for P/N: AR3106SP
 - SMX1500RM2UC
- AC 120 V
 - RS-232
 - output connectors: 24
 - black
 - SMX1000C
 - SMX1500RM2UCNC
 - SMX750CNC





City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Toro Zero Turn Mower #2948 (Water)

Legislation Title:

Purchase of Toro Zero Turn Mower for Water

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$14,832.40 from the Water Surplus Fund for the purchase of a Toro Zero Turn Mower from Al-Joes Pet and Garden Center Inc.

Background/Synopsis:

This request is for the purchase of a Toro Z Master 5000 25 Hp 60" Deck Mower to be used for grass mowing at the Water Plant grounds. This mower replaces an older non-working mower at the Water Plant that will be disposed of.

Financial Impact:

\$14,832.40 from the Capital Fund (\$14,432.40 for the mower {\$20,045 minus a Sourcewell discount of \$5,612.60} + \$400.00 for contingencies and other Water Department needs).

This equipment is listed in the 2023 CIP as 3FT25 Zero Turn Mower (Water) \$16,000

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 2023 mower zero turn



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Fork Lift purchase #2403 (Water)

Legislation Title:

Purchase of a CAT GP25N5 Fork Lift Truck for use at the Water Plant.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$39,853 from the Water Surplus Fund for this purchase.

Background/Synopsis:

This request is for the purchase of a CAT GP25N5 Fork Lift to facilitate the movement of material at the Water Plant. This Fork Lift will replace unit #277, a 1995 S50XL Hyster Fork Lift due to age and condition. Unit #277 will be auctioned. This equipment is being purchased through Equipment Depot which is a subsidiary of Mitsubishi Logisnext Americas, with contracts held with Sourcwell joint purchasing program, contract MLA#091520-MCF, 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.

Financial Impact:

\$39,853 (\$37,853 for the Fork Lift + \$2,000 for contingencies and Water Fleet needs) from the Water Surplus Fund.

This equipment is listed in the 2023 CIP as #3FT24 Replace Fork Lift (Water) (\$40,000)

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Fork Lift GP25 Quote Water Plant 3-1-2023



Equipment Depot Ohio, Inc.
1000 Kingsview Drive
Lebanon, OH 45036

PREPARED FOR

Customer: City Of Fairfield
Address: 5350 Pleasant Avenue
Fairfield, OH 45014

REFERENCE

Effective From: Wednesday March 1, 2023
Effective To: Friday March 31, 2023
Quote #: 652419
Account Manager: Matt Vargo/Josh Chafin
Direct Phone: 513-262-8162
E-mail: matthew.vargo@eqdepot.com



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
Maximum Torque 129 ft-lb @ 1600 rpm
Maximum Horsepower 61 Hp @ 2700 rpm
Throttle by Wire Accelerator (no cable)
High Efficiency Aluminum Cylinder Heads
Individual High Energy Ignition Coils (no distributor)
Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control



Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	5,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	Single Speed Powershift Transmission
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
CARRIAGE	1	39.5" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class II Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

12.C.6.a

SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LANGUAGE MARKINGS	1	English Language Markings North/South America
CANOPY	1	Clear Canopy Cover
TOW PIN	1	Tow Pin

Sourcewell Contract MLA#091520-MCF

City of Fairfield Sourcewell Member #34142

Quote #1 for Water Plant

GP25N5 WARRANTY

GP25N5 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

GP25N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$37,852.12	\$37,852.12	
SPECIFIED INVESTMENT TOTAL:			\$37,852.12	

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



PERFORMANCE. GUARANTEED.

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

RESOLUTION

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

SERVICE

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

PARTS

All parts purchased from us are guaranteed for 6 months.

RENTALS

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

30 DAY BUYBACK

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

EQUIPPED TO SERVE™

ACCEPTANCE

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

BY ACCEPTING THIS QUOTE, BUYER UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS ON THE REVERSE SIDE HEREOF, WHICH INCLUDES SELLER'S TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED BY REFERENCE INTO THIS QUOTE FOR ALL PURPOSES. THIS QUOTE, INCLUDING

ACCEPTANCE AS CONTRACT OF SALE	
Authorized agent understands and agrees to the	Terms and Conditions as included with this Quote
City Of Fairfield	Equipment Depot Ohio, Inc.
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Matt Vargo Printed name
Title/Position	account manager Title/Position
Customer Purchase Order Number	
Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.	

Note: Any lease payments presented are an estimate, based on current interest rates. Actual payments will reflect the interest rate at the time of delivery.

TERMS AND CONDITIONS AGREEMENT (AGREEMENT)

1. DEFINITION. Buyer means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. Seller means Equipment Depot, Ltd.
2. QUOTATION. This quotation is an offer to sell certain equipment (Equipment;) or services (Services;) as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. SHIPMENT. Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. PRICES. Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. PAYMENT. Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.
6. TAXES. The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
7. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment. If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.
8. WARRANTY. The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.

12.C.6.a

9. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. IN NO EVENT SHALL buyer or seller BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, however same may be caused.

10. CANCELLATION. Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.

11. ENTIRE AGREEMENT AND APPLICABLE LAW. The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.

12. TITLE. Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

13. ENFORCEABILITY. If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Ver.7.2019)

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - March 27, 2023

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Fork Lift purchase #2210 (Sewer)

Legislation Title:

Purchase of a CAT GP25N5 Fork Lift Truck for use at the Sewer Plant.

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$39,853 from the Sewer Surplus Fund for this purchase.

Background/Synopsis:

This request is for the purchase of a CAT GP25N5 Fork Lift to facilitate the movement of material at the Sewer Plant. This Fork Lift will replace unit #221, a 1985 T30D Cat Fork Lift due to age and condition. Unit #221 will be auctioned. This equipment is being purchased through Equipment Depot which is a subsidiary of Mitsubishi Logisnext Americas, with contracts held with Sourcewell joint purchasing program, contract MLA#091520-MCF, 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.

Financial Impact:

\$39,853 (\$37,853 for the Fork Lift + \$2,000 for contingencies and Sewer Fleet needs) from the Water Surplus Fund.

This equipment is listed in the 2023 CIP as #3FT45 Replace Fork Lift (Sewer) (\$45,000)

Emergency Provision Explanation:

N/A

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. Forklift GP25 Quote Waste Water Plant 3-1-2023



Equipment Depot Ohio, Inc.
1000 Kingsview Drive
Lebanon, OH 45036

PREPARED FOR

Customer: City Of Fairfield
Address: 5350 Pleasant Avenue
Fairfield, OH 45014

REFERENCE

Effective From: Wednesday March 1, 2023
Effective To: Friday March 31, 2023
Quote #: 652419
Account Manager: Matt Vargo/Josh Chafin
Direct Phone: 513-262-8162
E-mail: matthew.vargo@eqdepot.com



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
Maximum Torque 129 ft-lb @ 1600 rpm
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High Efficiency Aluminum Cylinder Heads
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- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
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Superior Operator Comfort

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- Tilt Steering Column with Memory function
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- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control



Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
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ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	5,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	Single Speed Powershift Transmission
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
CARRIAGE	1	39.5" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class II Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
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HYDRAULIC ACTIVATION	1	3-Section Valve
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PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

12.C.6.a

SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
LANGUAGE MARKINGS	1	English Language Markings North/South America
CANOPY	1	Clear Canopy Cover
TOW PIN	1	Tow Pin

Sourcewell Contract MLA#091520-MCF

City of Fairfield Sourcewell Member #34142

Quote #1 for Waste Water Plant

GP25N5 WARRANTY

GP25N5 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

GP25N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$37,852.12	\$37,852.12	
SPECIFIED INVESTMENT TOTAL:			\$37,852.12	

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)



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

PARTS

All parts purchased from us are guaranteed for 6 months.

RENTALS

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

30 DAY BUYBACK

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

EQUIPPED TO SERVE™

ACCEPTANCE

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

BY ACCEPTING THIS QUOTE, BUYER UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS ON THE REVERSE SIDE HEREOF, WHICH INCLUDES SELLER'S TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED BY REFERENCE INTO THIS QUOTE FOR ALL PURPOSES. THIS QUOTE, INCLUDING

ACCEPTANCE AS CONTRACT OF SALE	
Authorized agent understands and agrees to the	Terms and Conditions as included with this Quote
City Of Fairfield	Equipment Depot Ohio, Inc.
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Matt Vargo Printed name
Title/Position	account manager Title/Position
Customer Purchase Order Number	
Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.	

Note: Any lease payments presented are an estimate, based on current interest rates. Actual payments will reflect the interest rate at the time of delivery.

TERMS AND CONDITIONS AGREEMENT (AGREEMENT)

1. DEFINITION. Buyer means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. Seller means Equipment Depot, Ltd.
2. QUOTATION. This quotation is an offer to sell certain equipment (Equipment;) or services (Services;) as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. SHIPMENT. Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. PRICES. Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. PAYMENT. Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.
6. TAXES. The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
7. SECURITY INTEREST AND DEFAULT. Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment. If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.
8. WARRANTY. The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.

12.C.6.a

9. DELAYS. Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. IN NO EVENT SHALL buyer or seller BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, however same may be caused.

10. CANCELLATION. Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.

11. ENTIRE AGREEMENT AND APPLICABLE LAW. The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of Texas. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.

12. TITLE. Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.

13. ENFORCEABILITY. If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Ver.7.2019)

Attachment: NonContractualAppropriations.032723 (3516 : Non-Contractual Appropriations)

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 Water Surplus Fund	\$207,926
To:	6051025-252000 Improvements Other Than Bldg. (Pump and Control Installation Well #3 3WT21 [\$45,800]); (DDC Way/Gl;enna Drive Water Line Improvements 3WT10 [\$49,920]); (Water Distribution System Upgrades 3WT02 [\$12,500])	\$108,220
To:	60516025-253200 Capital Equipment (Forklift Replacement 3FT24 [\$39,853]); (Forklift Replacement 3FT45 [\$39,853])	\$79,706
To:	60516024-241200 Non Capital Equipment (Safety Equipment 3WT26)	\$20,000
From:	Unappropriated Streets Improvement Fund	\$22,650
To:	40116023-233900 Other Professional Services (Traffic System Analysis 3PW02)	\$22,650
From:	Unappropriated General Fund	\$13,539
To:	10012523-233900 Other Professional Services (2023 Sidewalk and Apron Program 3PW16)	\$13,539
From:	Unappropriated Capital Improvement Fund	\$168,538
To:	40216023-233900 Other Professional Services (Site Engineering 3PW19)	\$50,000
To:	40216025-253400 Computer Equipment (Computer and Server Equipment 3CM03)	\$25,000

Attachment: NonContractual 3-27-Ord (3516 : Non-Contractual Appropriations)

To:	40216025-253200 Capital Equipment (Zero Turn Mower 3FT25)	\$14,833
To:	40216024-241200 Non Capital Equipment (Forcible Door Simulator 3FD03)	\$11,950
To:	40216025-252000 Improvements Other Than Bldg. (CAD/RMS Replacement 3PD01 [23,800]); (Dispatch Center Upgrades 3PD08 [\$6,313]); (Camera System Upgrades 3PD07 [\$6,142])	\$40,755
To:	40216025-254000 Building Improvements (CAC Facility Upgrades 3PR01)	\$26,000
From:	Unappropriated Sewer Surplus Fund	\$20,000
To:	62416024-241200 Non Capital Equipment (Safety Equipment 3WW19)	\$20,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council