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 13, 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. 6:30 - Village Green

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

A. Councilmember Brill

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

8. CITIZEN COMMENTS

9. PUBLIC HEARING(S)

10. APPROVAL OF MINUTES

a. Special Meeting Minutes - February 11, 2023

b. Special Meeting Minutes - February 18, 2023

c. Regular Meeting held February 27, 2023

11. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

B. DEVELOPMENT SERVICES

Councilmember Matt Davidson

C. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

D. PUBLIC SAFETY

Councilmember Dale Paullus

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 - Second Reading

E. PUBLIC UTILITIES

Councilmember Adam Kraft

F. PUBLIC WORKS

Councilmember Terry Senger

G. FINANCE & BUDGET

Councilmember Tim Meyers

1. 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.

   • Legislation - Third Reading
   • Motion - Adoption

2. 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 - Second Reading

12. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS

Councilmember Leslie Besl

1. Simple Motion: Motion to approve the following 2023 Boards/Commissions Appointments effective January 24, 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)

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

B. PARKS, RECREATION AND ENVIRONMENT

Councilmember Gwen Brill

1. 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.

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

2. 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.

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

C. PUBLIC SAFETY

Councilmember Dale Paullus

1. 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.

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

2. 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.

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

D. PUBLIC WORKS

Councilmember Terry Senger

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

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

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

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

E. FINANCE & BUDGET

Councilmember Tim Meyers

1. 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.

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

2. 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: $650,000 for concrete repair and replacement (existing contract); $75,000 for engineering for Upper Harbin Park area (existing contract); $76,772 for contingency funds restored for Public Utilities projects (existing contracts); $106,609 for contingency funds restored for Public Works project (existing contract); $120,000 for purchase of Toro 4000 for Parks Maintenance; $140,000 for purchase of Case 590 Backhoe for Street Division; $95,000 for purchase of Baroness Fairway Mower for Golf Maintenance; $128,900 for purchase of Flock ALPRs; $55,000 for Pleasant Avenue Right-of-Way survey; $57,783 for purchase of Fire turnout gear.

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

3. Ordinance to amend Ordinance No. 155-22 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023."
   Non-Contractual Appropriations: $7,000 for Wastewater Division - Access Platforms; $20,000 for crack sealing; $10,000 for CCTV cameras for Central Traffic System; $9,878 for aerial photography for city-wide GIS Imagery update; $9,000 for scanner replacement at Public Works; $28,539 for trip hazard sidewalk repair; $75,000 for replacement of park site amenities (multiple vendors); $49,300 for Community Arts Center upgrades and improvements; $19,000 for Parks Facilities maintenance items; $10,500 for Water Division - tree removal; $16,305 for Water Division - Port Union Tank SCADA Integration; $30,000 for Police Vehicle equipment; $16,000 for purchase of Toro Z Master 6000 for Street Division; $8,155 for evidence processing equipment; $5,700 for Safety Town Project; $30,000 for emergency drainage repair.

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

13. 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

14. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

15. ADJOURNMENT

MINUTES

Fairfield City Council
Special Meeting of Council
February 11, 2023

Call to Order
Vice Mayor Tim Meyers called the Special Meeting of February 11, 2023 to order at the Fairfield Greens South Trace, John Gray Road at 11:30 AM. Councilmembers present were Leslie Besl, Dale Paullus, Terry Senger, Adam Kraft, Tim Meyers, Matt Davidson and Gwen Brill.

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

Open Session
Vice Mayor Meyers gave an introduction and reviewed the agenda for the session. The group broke out into their teams to discuss the 2023 strategy and goals. See attached slides.

Adjournment
Councilmember Paullus, seconded by Councilmember Brill, moved to adjourn. Motion carried 7-0. The meeting adjourned at 1:30 PM.

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

Date approved: _____

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special Meeting Minutes - February 11, 2023)

2023 Strategic Priority Offsite

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Agenda

1. Introductions
2. Priorities
3. Teams
4. Ground Rules
5. Team Presentations

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

2023 PRIORITIES

FAIRFIELD OH

- Complete the revitalization of the Town Center
- Improve Property Maintenance & Blight reduction
- Create a final Marsh Lake Strategic Plan establishing key milestones & funding
- Develop & execute on a city-wide Sustainability Plan
- Finalize the timeline for Harbin Park renovation/upgrade **(Staff generated)**
- Route 4 Redevelopment **(Staff generated)**

OPERATIONAL CONSIDERTIONS

- *Establish a standard metric for each priority*
- *Communicate progress towards priorities and performance to metrics on a regular and recurring basis*
- *Establish a financial plan that incorporates key capital expenditures and general operating expenses based of forecasted service level requirements*

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Teams

1
- Complete the revitalization of the Town Center
- Finalize the timeline for Harbin Park renovation/upgrade **(Staff generated)**

2
- Develop & execute on a city-wide Sustainability Plan
- Create a final Marsh Lake Strategic Plan establishing key milestones & funding

3
- Improve Property Maintenance & Blight reduction
- Route 4 Redevelopment **(Staff generated)**

Adam Kraft	1
Ben Mann	1
Leslie Besil	1
Matt Davidson	1
Scott Timmer	1
Mandi Brock	1

Carol Mayhall	2
Gwen Brill	2
Mitch Rhodus	2
Steve Wolterman	2
Tom Lakamp	2
Adam Sackenheim	2

Greg Kathman	3
Steve Maynard	3
Chris Hacker	3
Dale Paulis	3
Laura Murphy	3
Terry Senger	3

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Final Product

1. Identify and refine the 2023 Priority

2. Develop preliminary Action Plans & Program Step Plan. All plans must include:
   - Specific action item
   - Target date for completion
   - Responsibility

3. Define the corresponding metric or method to track progress…be detailed

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Ground Rules

- Be present…put down your cell phone
- Focus on task on hand
- All ideas are worth discussing
- **Pick a team leader, scribe, presenter**

Resources

- Steve Wolterman- Legal
- City Manager & Staff- Domain Experts
- City Council- City Representatives

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Resource Materials

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Adam Sackenheim

•The Sustainability Plan project is underway with RFPs due to the City 2/17/2023. I believe this plan can be completed by late 2023 – early 2024, once we have a qualified consultant selected and onboarded. I think we need to wait until the City's current data is evaluated (especially GHG – carbon footprint) before we give much consideration to the "next steps". The data we generate will inform us on possible projects and initiatives to pursue – such as electric aggregation, fleet electrification, etc; the costs of said projects; and the ROIs.

○Town Center revitalization and Route 4 Redevelopment goals. We should:establish funding commitments (we have local funds and ARPA funds now. Will additional funds be allocated for long-term plans?);
○action schedules (is this objective a "one time" initiative or a long-term play?);
○areas of focus (especially on Route 4 à are we going to prioritize a certain area to improve, or will it be more shot-gun approach?); AND
○redevelopment / recruitment strategies (historically we have been mostly passive. Should the city be more active and aggressive on redevelopment initiatives, as other local municipalities have been? I vote yes.)

•Marsh Park Strategic Plan: The plan we have in place is overly broad and expensive. I think Marsh Park can be a game changer for us – and if we develop it right it can be a destination attraction for visitors and a prized asset to our residents. I think we need to start with the basics – swap strategic properties with Hamilton to get non-flood plain "frontage" on River Road just south of Lakeside Drive; connect Marsh to the Great Miami River trail at Waterworks Park (including a crossing of Groh Lane); build a 5-k multi-use path around the lake (no bridges); construct additional parking and trailhead off River Road south of Lakeside Drive. These improvements get people to the park. The City can then do programming and events to promote the area (food truck rally; craft beer rally; 5-k runs; etc). Public/private partnerships could lead to permanent / long-term dining and entertainment options around the new trailhead…

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Scott Timmer

1.Riegert Square Redevelopment

1. Safety enhancements from closing curb cuts on the eastern side of Pleasant Ave.
2. Visual enhancements by adding landscape buffer between sidewalk and parking lot surface.
3. Tenant enhancements; preliminary staff discussion on implementation of a tobacco retail license program in coordination with the Butler County General Health District. Additionally, adoption of new Planning and Zoning Code to restrict duplication of Vape Shops within a certain distance.

2.Village Green Park / DORA District

1. Future land swap with City of Hamilton for wellfield at the corner of Wessel and Nilles. Preliminary conversations with Hamilton have occurred, still have 2-3 years of useful life on raw water well.
2. Park enhancements; with the addition of the DORA district we have now put mechanisms in place to attract younger families and individuals to Village Green. Enhancing the playground area will significantly improve people's desire to stay and patronize our bars and restaurants (Berds, La Pinata, Flubs, etc…). Giving individuals and families amenities that exceed our surrounding area brings back the notion that Village Green is a destination in our region.
3. Continually recruit new restaurants and commercial tenants for the DORA District.

§Property Maintenance has been and continues to be a City Council Priority. I am looking forward to thorough discussion related to defining success in this area. In 2022, the Development Services team brought on new Zoning Inspectors who do a phenomenal job being proactive throughout the community in regards to Zoning violations. However, consistently this topic is high visibility with elected officials. We increased our violations issued during 2022 but that does not address the root cause of the issue. I am hoping we can have thorough conversation on addressing the root cause of property maintenance violations.

§Marsh Lake has the opportunity to provide an entertainment and recreational area that no one else in Butler County can offer. While VOA has a lake in its boundaries, it does not compare to the size of Marsh Lake. The current plan is dated and overtly costly when compared to what may make this area a destination. Long-term, Marsh Lake has the potential to be a regional destination.
§Key items: Great Miami River Trail Connection, Land swap with the City of Hamilton to provide more frontage and usable space, Acquisition of the Fick Property

1.Develop & execute on a city wide Sustainability Plan

1. This plan is well on its way to execution. Learning the consensus support from Council will be crucial in integrating sustainability into the fabric of our operations. Sustainability has the potential to be a driving force in attracting the next generation of Fairfield residents. If harnessed and supported, the City could leverage this plan, develop it into a strength, and become a leader in this focus area.

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special

Scott Timmer

1.Harbin Park Playground / Splashpad

1. 60% Concept Plan was underwhelming and not in line with the current strategy of the City's Executive Leadership team. Significant revisions will be necessary to get a product that we will be proud of for the community.

2.Lower Section

1. Significant Upgrades are needed to the following:
    1. Shelters
    2. Bathroom
    3. Tennis Courts
    4. Basketball Court

3.Address Parking Issues

1. With the additional features being added to Harbin Park, we will have a need for additional parking. We need to determine the location and necessary spots to allow for the popularity we believe the new features will bring.

1.Route 4 Redevelopment **(Staff generated)**

1. Determine what the strategy goal of City Council is in regards to Route 4 Redevelopment. Should the focus be:
    1. Strengthening What we Have – Capitalizing on the central section of Route 4 with Jungle Jim's and primary dealer car sale lots
    2. Complimenting Southern Route 4 – South Route 4 still has many desirable areas and the blight is somewhat lessoned. Could we acquire key properties and help South Route 4 from slipping similarly to North Route 4.
    3. Raising Up North Route 4 – It is highly unlikely that the North Route 4 section will improve if left to the private market. This is the most blighted area of Route 4 and one that would likely require far in excess of the $3 M in County ARPA dollars.

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Scott Timmer

•Additionally Council has requested the consideration of the following Operational adjustments:

- Establish a standard metric for each priority
  - I am looking forward to significant discussion on the development of a standard metric for each priority. This conversation will assist tremendously and setting clear expectations and defining success.
- Communicate progress towards priorities and performance to metrics on a regular and recurring basis
  - In my prior role with the Department of Defense, we conducted Quarterly Strategic Initiative Updates, where Project Champions outlined their progress, communicated challenges, and provided updates on all facets of the different Strategic Initiatives. Something similar would be effective Council-Manager Briefings.
- Establish a financial plan that incorporates key capital expenditures and general operating expenses based of forecasted service level requirements
  - Enhance our budgetary process to provide more measurable success. Develop tools to help Department leaders understand and embrace their budget goals and execution.
  - Primary Expenditures Needing Addressed:
    - Deferred Capital Expenditures
      - Parks and Rec and Public Works
    - Employee Health Benefits; operating two plans is inefficient and divisive for morale.
  - Primary Revenue Considerations
    - Enhancing our income tax procedures to continue to increase our collection efforts. Improve our customer service methods so that interactions are factual and productive.
    - Steady review and monitoring of Fire Levy Dollars to ensure longevity of the new levy.

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Ben Mann

We are taking a quick step back with the Harbin Plans that have been developed to this point as there was (in my opinion) a lack of direction and inclusion from previous Parks leadership with appropriate team members so that we are not currently in a position to bid this project for several months. It would have been my preference to be opening bids this Spring but we will get this on track as quickly as is practical.

I would recommend this schedule for Harbin at this time:

Complete the Upper Harbin area design: Late spring/early summer 2023
Bid Upper Harbin: Early summer 2023
Begin Upper Harbin construction: Late summer 2023 – Most of Harbin to remain open during construction
Complete Upper Harbin construction: Late spring 2024

*Upper Harbin – Playground area, water features, shelter similar to Grange, additional parking, additional paved trail around this area.

Complete the Lower Harbin area design: Late 2023
Bid Lower Harbin: Early 2024
Begin Lower Harbin construction: Spring 2024
Complete Lower Harbin construction: Late 2024

*Lower Harbin – Restroom, shelters, pond, additional parking, court renovations, etc.

Hopefully this will be helpful for discussion purposes. I think it is in alignment with what we are proposing in the CIP and with the Harbin Park master plan. It is relatively aggressive based on everything we know about securing engineering, contractors, and materials today but it is achievable.

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Mandi Brock

We will have the Marsh master plan available to review and discuss on Saturday. We can have discussions on future CIP items moving forward with the trail through the park as the first phase.

Marsh is a very important asset of what we have to offer the Community. We really need to think about this location and what we would like to see there and revisit this plan.

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DEPARTMENTAL CORRESPONDENCE

TO: Tim Meyers, City Council

FROM: Laurie Murphy, Assistant City Manager

DATE: 2-9-2023

SUBJECT: City of Fairfield 2023 Priorities

FAIRFIELD
CITY OF OPPORTUNITY

Council Goals & objectives for 2023

1. Complete the revitalization of the Town Center
2. Improve Property Maintenance & Blight reduction
3. Create a final Marsh Lake Strategic Plan establishing key milestones & funding
4. Develop & execute on a city-wide Sustainability Plan
5. Finalize the timeline for Harbin Park renovation/upgrade **(Staff generated)**
6. Route 4 Redevelopment **(Staff generated)**

Overall assessment:

1. Town Center. Refer to Council Manager Briefing presented on December 5, 2022, Pleasant Avenue Corridor Study.
-Reigert Square Access Management, construction slated in 2023 with ARPA funding
-Lane configuration redesigns, Wessel to Patterson (concept plan completed), Hunter to Wessel (concept plan in progress)
-Multi -use path, Hunter to Wessel (concept plan in progress)

Subject matter experts in Public Works will explore potential funding opportunities as concepts move to completion stages.

Item 1: Additional thoughts and considerations,

-Council Briefing materials provide realistic proposals and plans for completion
-advance completed concept plan to implementation and finalize concept plan for Hunter to Wessel

2. Property Maintenance. Refer to Council Manager Briefing presented on July 11, 2022
-ongoing strategies to improve processes
-numbers reflect enforcement is up

Item 2: Additional thoughts and considerations,

-ongoing and fluid issues
-do we need a communication strategy for new renters/homeowners?

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We can identify new residents through new utility hook-ups, welcome packet including property maintenance rules and zoning requirements pertinent to residences, set expectations immediately, make sure communications are in a language new resident can read and understand.

-how do we identify when a resident needs help with becoming compliant? Are they sent questionnaire asking them if they face obstacles to comply?

-develop new, effective punishments for non-compliance that will get attention of repeat offenders and those refusing to comply, i.e. driver license suspension, cancellation of utilities, nuisance/ eviction actions against renters, deposit of rent into Court to get landlord attention, other options?

3. Marsh Lake, plan is outdated, still may have some relevance but needs to be refreshed and updated

Item 3: Additional thoughts and considerations,

-So much untapped potential.

-Marsh Programming Plan was looked at in 2015 O'Brien & Gere Engineers did a Phase I environment assessment. Their executive summary reports no significant recognized environmental conditions in connection to the property. The photographs of the site from 2015 essentially depict what exists at the site today. The programming plan has not been implemented and the dog park notated on the legend was relocated further down River Road beyond the round-about.

The presentation contained photographs several ideas for the site which were pulled from other jurisdiction attractions which may still be relevant today but long-range plan is needed.

Subject matter experts in Public Works/Development/Parks & Recreation will need to revisit concept plan, implementation of phases and funding opportunities as concepts move to completion stages. Initial impediment seen is that the trail is incomplete and funding for completion may be several years down the road.

-Short term improvements should not be overlooked to enhance Marsh for the upcoming season ahead:

Wooden docks need to be repaired and repainted, there are a few nasty- looking plastic chairs that appear on the docks during the summer. Not sure if people have brought them or the City sets them out.

Metal dock is currently beached near the boat ramp, placement of the dock should be strategic and user friendly.

The staircase that used to go to the metal dock (which was near the first wood dock as you walk the lower path that ends at the dock) has been chained off the last 2 seasons. The staircase is in disrepair and is a safety hazard. If the metal dock is going to be located there, the accessibility needs to be examined and a proper ingress/egress needs to be established.

The site could use more picnic tables and seating opportunities for the fisherman and non-fisherman alike.

The Bait shop does not permit public use of the restrooms. Can these rest room facilities be adapted to permit public use? Otherwise, there are two port-a-potties for visitors. IF public access to the restrooms is not going to be permitted then these facilities should be updated for cleanliness and accessibility. Interestingly several of the sporadic "work-out stations" along the path are geared towards people in wheelchairs, but no accessible handicap restroom facilities are available.

Opportunities for events that draw families- picnics, family reunions, school field day outings, etc.

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4. Sustainability. Refer to Council Manager Briefing presented on September 26, 2023

-Adam Sackenheim and Erin Lynn were appointed to formalize the concept plan and identify subject matter experts who can provide guidance to develop concrete and achievable goals and return on investments.

-RFP has been issued

-initial funding for expert has been set-aside from ARPA monies

-future funding will need to be addressed as plans are formulated

Item 4: Additional thoughts and considerations,

Subject matter experts in field of Sustainability will be able to provide insight and guidance to the City in developing a roadmap to success. We are in the early stages of developing a long term, viable plan.

5. Harbin Park. Refer to Council Manager Briefing dated October 11, 2022, Phase II plan

Subject matter experts in Parks & Recreation and Public Works still need to solidify concept plan and explore potential funding opportunities as concepts move to completion stages. The Completion of Stage I overlook is behind schedule and is still not complete. Phase II was originally slated for Q1 2023-Q1 2024. Since the P & R Director resigned and had only proposals and not final concepts solidified, the project timeline will need to be revised.

The Interim Director and City Manager are working to re-define viable concepts and available vendors, in line with available funding for Phase II.

Item 5: Additional thoughts and considerations,

-Like Marsh Lake, this project has tremendous potential.

-short term improvements should not be overlooked to make Harbin an attraction for this upcoming season.

-The new pavilion is up and there are several Adirondack chairs available for use. The available seating is sparse and it is uncertain what the vision of use is for the pavilion. The view is fabulous.

-The new restroom is not accessible due to digging that is occurring in the vicinity. It still is very much a construction area and it does not look as if the construction is proceeding to completion. I last visited a few weekends ago.

-The wooden shelters need physical repair and a coat of paint. Picnic tables will need to be sanded and painted, several are damaged and likely unusable. The concrete will need to be painted and/or power washed to remove debris and graffiti.

-the existing playground structure should be cleaned, repainted as necessary and inspected for any potential safety hazards.

-most of the grill units need to be sanded and cleaned.

6. Route 4. Refer to Council Manager Briefing August 8, 2022 references to Route 4 physical structures. Route 4 redevelopment

Subject matter experts in Development/Building & Zoning/Public Utilities will be able to provide insight and guidance regarding issues with Route 4 from Development/Zoning and structural/design standpoints.

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Item 6: Additional thoughts and considerations,

-Revamp of Zoning code is underway to address some past issues which allowed for undesirable businesses to establish operations along Route 4

-evaluate opportunities to incentivize existing car dealerships to relocate, i.e. create an auto mall opportunity like up in Mason off of I-71? Offer to purchase properties from owners?

-closely monitor payment of taxes of existing businesses to insure compliance, default may provide means to get business to vacate

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special Meeting Minutes - February 11, 2023)

Chris Hacker

1. Complete Revitalization of Town Center
2. Improve Property Maintenance & Blight Remediation
3. Create Marsh Lake Strategic Plan
4. Develop/Execute Sustainability Play
5. Harbin Park Renovations/Upgrades Timeline
6. Route 4 Redevelopment Plan

(2) I have some concern about the metrics for Improving Property Maintenance. Certainly the number of citations issued is a measurable component, but that could be a result of a focused effort to find and cite violators/violations. I'm not sure that increased violations necessarily translate to an improvement in property maintenance, and have concerns that complaints similar to those we have recently battled with income tax could be the outcome. Might we instead consider positive reinforcement in the way of a community spotlight or council recognition of individuals/corporations which have made concerted efforts to beautify their property?

(2&6) I think the ARPA funds can and should be spent to deal with the blighted/abandoned properties on Route 4, and preparing them for future developments. Our proposal to the County specified the Route 4 corridor and I know that there are several properties which are not only visually displeasing, but also impacting the neighboring businesses and residents. While property values are not our primary source of revenue, we are also losing out on revenue with these undeveloped/underdeveloped properties. As it pertains specifically to Route 4, I hope that we are able to address a specific portion of the corridor rather than simply pick up some of the "low hanging fruit" that may be scattered between Hamilton and Springdale because a contiguous project can move the needle more for the City.

(3&5) The recent commitment of funds to the Parks Development Fund is exciting for the completion of the Harbin Park projects and future projects at other City parks. While I have not spent any real time exploring Marsh Lake, I think the opportunity to develop it into a destination is incredibly high. The Great Miami Trail connectivity, addition of amenities beyond current offerings, and potential public/private partnerships for development could change the perception entirely from this being simply a pay lake. I believe staff made sure to include the completion of Harbin Park on the list because we want to be sure to not lose sight of finishing the push there in lieu of beginning a new project. There is a lot of excitement internally about the new playground and splash pad planned, and the expanded use opportunities with the new pavilion.

(4) The current Sustainability Plan deals almost entirely with environmental aspects. While I am not suggesting we abandon that plan, I would like to see other aspects of sustainability addressed as well, including financial, operational (i.e. personnel, facilities), service delivery, and keeping Farifield a desirable place for residents, businesses, and visitors.

Attachment: Special Meeting Minute - 2023 Strategy Session.021123 (3485 : Special Meeting Minutes - February 11, 2023)

MINUTES

Fairfield City Council
Special Meeting of Council
February 18, 2023

Call to Order
Councilmember Leslie Besl called the Special Meeting of February 18, 2022 to order at the Fairfield Municipal Building, 5350 Pleasant Avenue at 8:38 AM. Councilmembers present were Leslie Besl, Dale Paullus, Terry Senger, Adam Kraft, and Matt Davidson.

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

Executive Session
Councilmember Paullus, seconded by Councilmember Senger, made a motion for Executive Session to consider the appointment of public officials. Motion carried 5-0. Council recessed to executive session at 8:39 AM. Council resumed open session at 10:45 AM.

Adjournment
Councilmember Paullus, seconded by Councilmember Kraft, moved to adjourn the meeting. Motion carried 5-0. The meeting adjourned at 10:45 AM.

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

Date approved: _____

Attachment: Special Meeting Minute - BCInterviews021823 [Revision 1] (3486 : Special Meeting Minutes - February 18, 2023)

City of Fairfield
Minutes
Regular Meeting of City Council
February 27, 2023

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

Council-Manager Briefing

A. No briefing.

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Vice Mayor Meyers led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

None.

Executive Session Requests

Councilmember Davidson, seconded by Councilmember Paullus, moved for Executive Session for the purpose of preparing for or conducting 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 7-0.

Special Presentations

None.

Citizen Comments

1. Jude Kolstedt, 4640 McCormick Lane

    Mr. Kolstedt stated that he would like to see the city settle negotiations with the employees.

Public Hearing(s)

Mayor Rhodus opened the public hearing at 7:05 PM. Clerk Wilson read the meeting notice. Economic Development Manager Nathaniel Kaelin presented the proposed expansion to the Fairfield-Fairfield Township JEDD. See attached slides. There were no public comments or questions. The public hearing was closed at 7:10 PM.

Public Hearing - Fairfield-Fairfield Township Joint Economic Development District - 1

Approval of Minutes

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

OLD BUSINESS AND REPORTS

Community & Public Relations

Councilmember Leslie Besl

Development Services

Councilmember Matt Davidson

Parks, Recreation and Environment

Councilmember Gwen Brill

Public Safety

Councilmember Dale Paullus

Public Utilities

Councilmember Adam Kraft

Public Works

Councilmember Terry Senger

Finance & Budget

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 second reading of this ordinance.

RESULT:	**SECOND READING**	**Next: 3/13/2023 7:00 PM**

NEW BUSINESS

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

Councilmember Besl, seconded by Vice Mayor Meyers, moved to read all New Business by title only. Motion carried 7-0.

Development Services

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute an amendment to the Joint Economic Development District (JEDD) Contract with Fairfield Township, and declaring an emergency.

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

ORDINANCE NO. 19-23. APPROVED 7-0.

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

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, Davidson, Brill, Besl, Paullus, Senger, Kraft

Ordinance to authorize the City Manager to enter into a contract with Cincy Entertainment Services for the purchase of a Video Wall with Appurtenances for use at Parks and Recreation Events and declaring an emergency.

Recommendation:
It is recommended that City Council authorize an appropriation of $99,073.00 ($94,073.00 with $5,000.00 for contingencies and Village Green Park needs) from the Capital Fund for the purchase of a Video Wall with appurtenances.

ORDINANCE NO. 20-23. APPROVED 7-0.

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

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

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 first reading of this ordinance.

Keith Montgomery, 2580 Jupiter - informed Council and residents that an Ohio Hunting License is required, event to trap animals on private property. There is a form to complete to hunt on someone else's property. He applauds the city for empowering residents to take care of the issue, but wanted to make sure everyone has all of the information to do so.

Mike Baynes, 1792 Gloster Drive - stated he thought there would be more to the plan and it would be a more aggressive plan.

Dave Botus, 6 Knollwood Court - stated that self defense provisions allow him to take lethal action if threatened.

Rick Reilly, 5552 Crystal Drive - regarding section "e" of the amendment, he would like to see a citizens commission to work with Police Department and Mayor's Office to take a proactive approach with training and safety measures, ongoing efforts because coyotes are out when they are hungry, not for leisure.

Tina, 5284 Winton Road - She is co-manager of this property and animals; stated that she has a hunting license to trap, but how is she supposed to destroy the animal once it is trapped? Should she call the Animal Control Officer to exterminate? She purchased a trap but has not caught a single coyote. She doesn't feel that this is enough to take care of the situation.

Chris, 8 Brians Lane - stated she has seen coyotes and hasn't had any problems with them; she feels that homeowners should be responsible for their own pets and children because trying to eliminate coyotes could lead to more repopulation.

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Carol Fry, 6110 Primrose Lane - stated that she sees coyotes in the field behind her yard and on the edge of her yard and she is concerned about her small pet

John, 5610 Monica Drive - stated that a firecracker will scare off coyotes for a few days because it sounds just like a gunshot

RESULT:	**FIRST READING Next: 3/13/2023 7:00 PM**

Public Works

Councilmember Terry Senger

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into an agreement with the Ohio Department of Transportation (ODOT) for Signage of US and State Bicycle Routes and declaring an emergency.

Recommendation:
It is recommended that City Council authorizes and directs the City Manager to enter into an agreement with ODOT for the installation of signage within the City of Fairfield to accommodate the development of US and State Bicycle Routes.

ORDINANCE NO. 21-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a three (3) year contract with GSF USA, Inc. for janitorial services for various municipal buildings.

Recommendation:
It is recommended that City Council authorize the City Manager to enter into a contract with GSF USA, Inc. for Janitorial Services for a period of three (3) years at the prices bid.

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ORDINANCE NO. 22-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a contract with Mt. Pleasant Blacktopping Co. Inc. for the 2023 Asphalt Paving and Resurfacing Project.

Recommendation:
The staff recommends that City Council authorize the City Manager to enter into a contract with the Mt. Pleasant Blacktopping Co. Inc for the 2023 Asphalt Paving and Resurfacing Project at the unit prices indicated.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of $2,600,000.00 ($2,384,714.22 base bid and a contingency of $215,285.78) for this project. $2,500,000 from the Street Improvement Fund and $100,000 from the Capital Improvement Fund.

ORDINANCE NO. 23-23. APPROVED 7-0.

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

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, Davidson, Brill, Besl, Paullus, Senger, Kraft

Ordinance to authorize the City Manager to enter into a contract with Rack and Ballauer Excavating Co., Inc. for the 2023 Pleasant Avenue Improvements Project.

Recommendation:
The staff recommends that City Council authorize the City Manager to enter into a contract with Rack and Ballauer Excavating Co., Inc. for the 2023 Pleasant Avenue BUT - 127 0.32/0.79 Improvements Project.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of $710,000.00 from the Street Improvement Fund for this project

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with reimbursement of $300,000 in expenditures to come from an OPWC grant.

ORDINANCE NO. 24-23. APPROVED 6-1.

RESULT:	**ADOPTED [6 TO 1]**
MOVER:	Terry Senger, Councilmember, 3rd Ward
SECONDER:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Brill, Besl, Paullus, Senger, Kraft
NAYS:	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:	Adam Kraft, Councilmember, 4th Ward
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Kraft

Ordinance to authorize the City Manager to enter into a contract with Aero-Mark Company, LLC for the 2023 Pavement Marking Application Program.

Recommendation:
It is recommended that City Council approve legislation for an appropriation in the amount of $62,000.00 from the Street Improvement Fund, and authorize the City Manager to enter into a contract with the Aero-Mark Company, LLC of Streetsboro, Ohio for the 2023 Pavement Marking Application contract.

ORDINANCE NO. 25-23. APPROVED 7-0.

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

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

Ordinance to authorize the City Manager to enter into a contract with Vogelpohl Fire Equipment for the purchase of a 2023 E-One Typhoon HR100 Quint Fire Truck to be used by the Fire Department, to repeal Ordinance No. 69-22, 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 $1,414,576 from the American Rescue Plan Act Fund for this purchase. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Vogelpohl Fire Equipment Inc.,

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2770 Circleport Dr., Erlanger Kentucky, 41018.

ORDINANCE NO. 26-23. APPROVED 7-0.

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

Finance & Budget

Councilmember Tim Meyers

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this resolution.

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

Resolution to approve and adopt the City of Fairfield, Ohio 2023-2027 Capital Improvement Program

Recommendation:
It is recommended that City Council pass a resolution to authorize and direct the preparation of legislation adopting the 2023-2027 Capital Improvement Program.

RESOLUTION NO. 2-23. APPROVED 7-0.

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

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 first reading of this ordinance.

RESULT:	**FIRST READING Next: 3/13/2023 7:00 PM**

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this resolution.

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

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

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." - Supplemental Appropriations.

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

ORDINANCE NO. 27-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this resolution.

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

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. 28-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Vice Mayor Meyers presented the first reading of this resolution.

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

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

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. 29-23. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

A. Monday, March 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

B. Monday, March 27 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

C. Monday, April 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 8:20 PM.

15. ADJOURNMENT

The Regular Meeting adjourned at 8:40 PM.

ATTEST:

_____
Clerk of Council

_____
Mayor's Approval

Date Approved_____

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

FAIRFIELD
OHIO

Fairfield-Fairfield Township JEDD

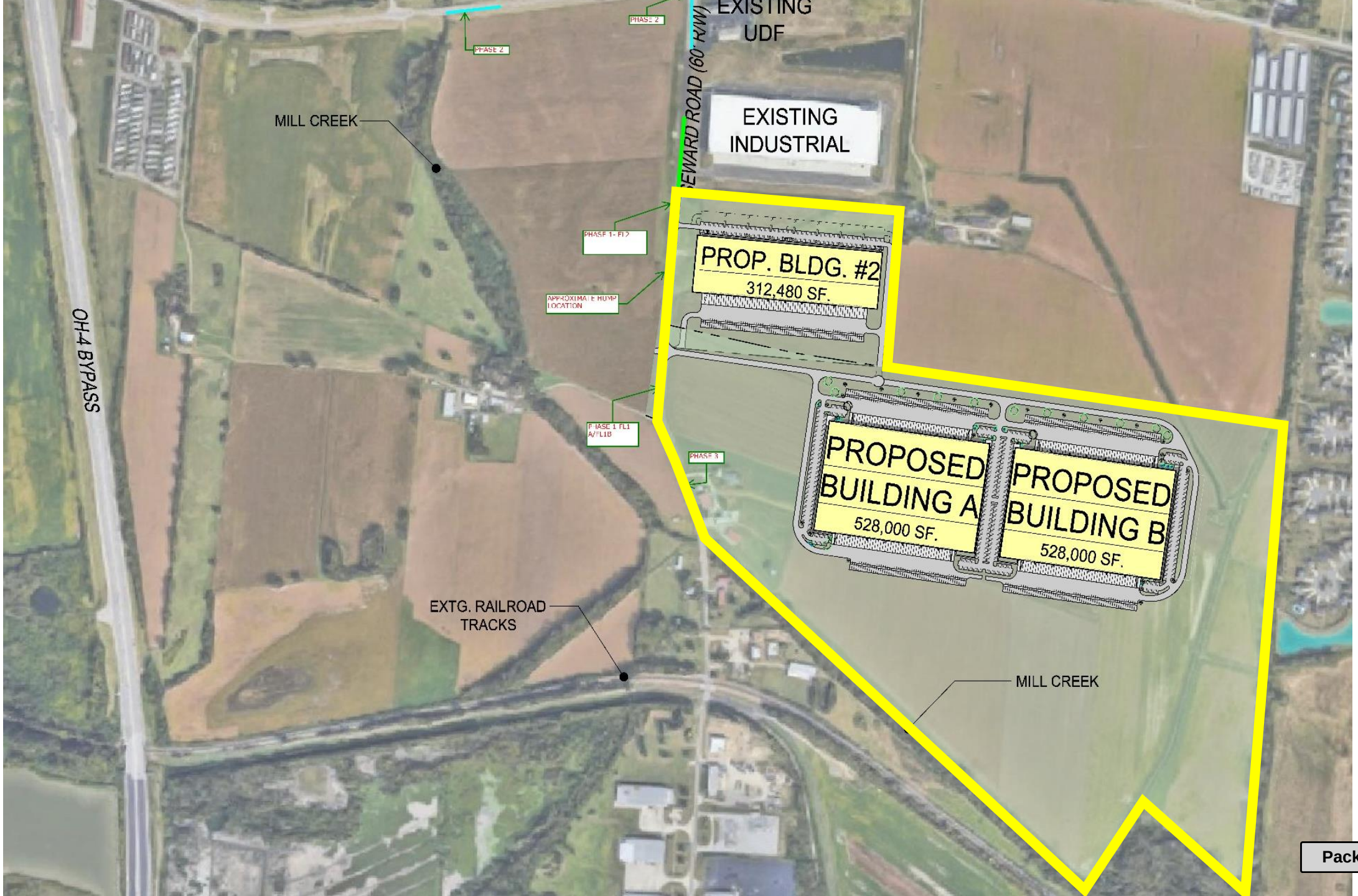
PUBLIC HEARING
February 27, 2023

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

Joint Economic Development Districts (JEDD)

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

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



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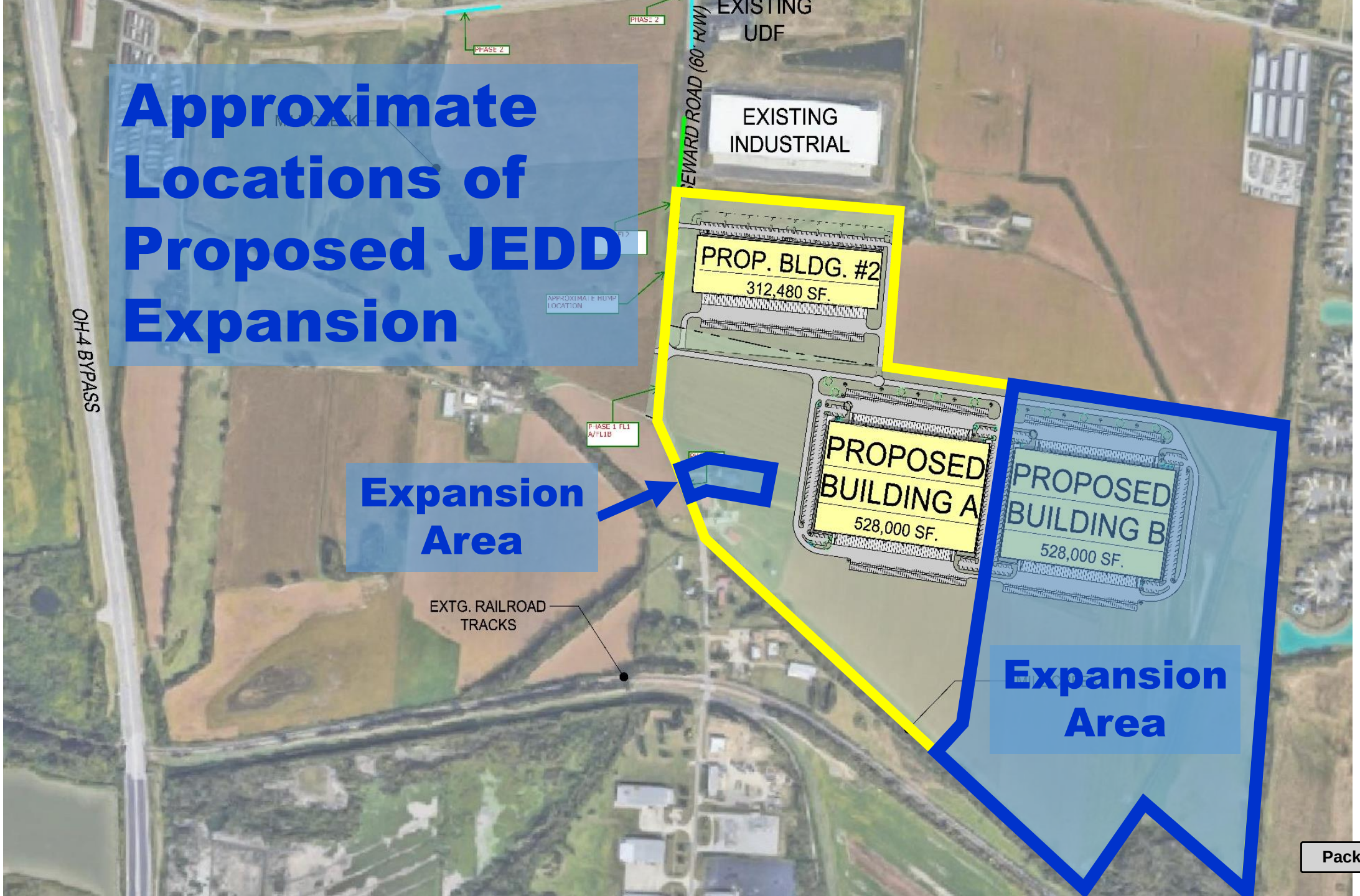

Minutes Acceptance: Minutes of Feb 27, 2023 7:00 PM (Approval of Minutes)

PUBLIC COMMENT

City Council Ordinance
Regular Meeting - March 13, 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.)

Attachment: Ex A-Section 505.11 (3436 : Amendment of General Offense Code Section 505.11)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Laurie Murphy,
Submitting Department: City Manager's Office

Subject:
Unclassifed Service Pay Plan

Legislation Title:
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.

Background/Synopsis:

Background
Pay ranges for the Unclassified Service Pay Plan were originally established by the Clemans Nelson & Associates Wage Study in January 2017. Pay grade assignments were established for each position through a point factor analysis that considers required education, experience, supervision, communications, responsibility for assets, independence and discretion, work environment, physical demands, and responsibility for accurate reporting. This approach encouraged wage equality across the organization. Council adopted a version of the proposal in 2018 which created 14 pay grades and minimum/maximum pay ranges for the grades. The pay ranges were adjusted in 2020 to adapt to changing market influences and inflation.

Upon the recommendation of Clemans Nelson and Associates, Inc., a comprehensive plan review was conducted at the end of 2022. A proposal was submitted to Council to revise the pay grades and increase the minimum and maximums of the pay ranges based on a review of internal and external comparable position wages, considerations of compression within Department bargaining and non-bargaining personnel wages, and an analysis of historical inflation data from the US Bureau of Labor Statistics Midwest Consumer Price Index from 2018 through present.

Synopsis
It is recommended Council adopt the proposed changes to maintain the integrity of the Compensation and Pay Plan and to establish an appropriate and fair salaries for certain exempt and salaried employees of the City of Fairfield.

Financial Impact:

Partial funding is provided under the auspices of City Council's previously approved 2023 Budget, based on the previous allocation of $135,000.00. It is proposed the City Manager be authorized two allocations, in the amount of $100,00 each, as follows: 1) to award performance-based, base wage percentage increases and 2) to award other lump sum wages, merit and equity adjustments. Legislation will be submitted by the Finance Department in support of an additional appropriation upon the passage of this Ordinance.

Emergency Provision Explanation:

N/A

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Unclassified Service Pay Plan and Position List, effective April 3, 2023
2. UnclassifiedPositionList

ORDINANCE NO. _____

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

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

Section l. Ordinance No. 154-22 and all other prior ordinances inconsistent herewith, are hereby repealed.

Section 2. The attached position list, which is incorporated herein by reference, is hereby adopted. The existing salar for the positions set forth in the attached salary structure shall be within the ranges as shown and are effecti April 3, 2023.

Section 3. The City Manager is authorized to hire up to one additional person for each position authorized in tl ordinance to allow for overlap training and transitioning. Generally, such instances would occur wher current employee has given notice of retirement or resignation and a replacement, not currently employ by the City, is able to be hired before the departure of the employee. Such training overlaps would be short duration, generally, not to exceed 60 days.

Section 4. The City Manager is hereby authorized to grant performance-based wage increases, lump sum achieveme awards and equity pay adjustments for employees within the job classifications listed on the Unclassifi Service Pay Plan structure attached, within the confines of the ranges shown. Base wage increases award by percentage shall not exceed a total of $100,000.00. Base wage lump sum increases awarded percentage, lump sum achievement awards and equity pay adjustments shall not exceed a total of $100,0(All increases and adjustments shall be effective as approved by the City Manager.

Section 5. This Ordinance shall take effect at the earliest period allowed by law.

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 Charter.

_____
Clerk of Council

Attachment: Unclassified Service Pay Plan and Position List, effective April 3, 2023 [Revision 2] (3419 : Unclassifed Service Pay Plan)

UNCLASSIFIED SERVICE PAY PLAN
POSITION LIST
(Effective April 3, 2023)

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

Attachment: UnclassifiedPositionList (3419 : Unclassifed Service Pay Plan)

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

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

Attachment: UnclassifiedPositionList (3419 : Unclassifed Service Pay Plan)

City Council Ordinance
Regular Meeting - March 13, 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 Action Item
Regular Meeting - March 13, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
2023 Boards/Commissions Appointments

Legislation Title:
Simple Motion: Motion to approve the following 2023 Boards/Commissions Appointments effective January 24, 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:
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 Naegele - Income Tax Review Board (term expires 3/31/25)
Steven Preda - Income Tax Review Board (term expires 3/31/25)

Background/Synopsis: Each year on March 31, positions become available on Fairfield's various boards and commissions due to expiring terms of office. Advertising for the March 31 vacancies began on December 6, 2022 and concluded on January 13, 2023. The members of City Council interviewed applicants on February 19, 2023.

Rule Suspension Requested:

Emergency Provision Needed:

City Council Action Item
Regular Meeting - March 13, 2023

Submitted by: Alisha Wilson, Clerk
Submitting Department: Clerk

Subject:
Board of Health Appointment

Legislation Title:
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.

Background/Synopsis: In 1971, the City of Fairfield entered into a contract with Butler County, Ohio to join the Butler County Combined General Health District which is administered by the Butler County Board of Health to provide health services for the citizens of Fairfield. Pursuant to the contract approved by City Council in Resolution No. 7-71 on January 25, 1971, one member of the Board is appointed to represent the City of Fairfield for a three year term of office.

Rule Suspension Requested:

Emergency Provision Needed:

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Contractual Appropriation for Toro 4000 for Parks Maintenance

Legislation Title:
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 Sourcewell joint purchasing program.

Background/Synopsis:

This project is to purchase a replacement Toro 4000 mower to be used by the Parks and Recreation Department. The Parks Department plans to keep the existing 2008 mower with 4300 hours on it as a backup/spare mower for the large area mowing.

The Toro 4000 mower in the Parks fleet is due for a routine replacement. This purchase will allow the Parks Department to continue to use this mower for large area mowing at Harbin, Huffman, Point Pleasant, Lyons, Good Neighbors, Winton Hills, etc.

We will continue to use a Toro 4000 in conjunction with the largest Parks mower (which will be the Toro 5900 which was funded last year to replace our largest mower). The Toro 5900 is our largest mower and to be used for the wide-open large areas while the Toro 4000 mower will be used for large areas that are a little more restricted.

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

The City of Fairfield is a Sourcewell participating agency.

The project is programmed in the 2023-2027 CIP as 3PR13 Parks Equipment.

Financial Impact:

$120,000.00 from the Capital Fund ($115,116.84 with a 22% discount of $25,325.70 and a setup of charge of $11,511.68 and $18,697.18 for contingencies and other Parks Department needs).

Emergency Provision Explanation:

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Toro 4000 Quotation and Sourcewell Discount
2. Century Equipment-ord

CENTURY Equipment
A Jerry Pate Company

QUOTATION

Date 01/24/23

For: **City of Fairfield-Parks and Recreation**

From: **Cincinnati Office located at:**
8650 Bilstein Road
Hamilton, OH 45015
800-346-0066

Attn: **Brian Tobergte**

SalesRep: **Chris Noble (859)388-4924**

Qty	Model#	Description	Sell Price	Extension
	GM4000D			
1	30609	GM 4000	110,558.00	110,558.00
1	30422	Leaf Mulching Kit	2,097.00	2,097.00
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	227.48	1,819.84
1	31522	4WD Flow Divider Kit	642.00	642.00
1	WtyOpt	Toro Standard Warranty 2 Years or 1500 Hours		
		Sub-Total:		115,116.84

(No Trades Quoted)

Merchandise Total	**115,116.84**
Trade-In Credit	**0.00**
Factory Freight and Setup	**11,511.68**
*0.00% * Sales Tax*	**0.00**
	126,628.52

Terms: Net 15 Days (Upon Credit Approval)

This Quote has current TORO pricing. Pricing is subject to change without notice.
Purchase will be through (Sourcewell #34142)
Price will be determined at time of delivery, not to exceed this quote (MSRP on 1/24/2023).
Sourcewell Discount of 22% off current MSRP at time of delivery will be applied. TORO #031121-TTC
Final price will be the lesser of this quote or contract price in effect at time of delivery.

** Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery*

Accepted By: _____ ***Date:*** _____

Attachment: Toro 4000 Quotation and Sourcewell Discount (3467 : Contractual Appropriation for Toro 4000 for Parks Maintenance)

Sourcewell

Toro #031121-TTC

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
- Toro Landscape Contractor Equipment (LCE): 27% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Ventrac 4500 Series Products: 12% off US MSRP
- Ventrac SSV Products: 5% off US MSRP

- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

Attachment: Toro 4000 Quotation and Sourcewell Discount (3467 : Contractual Appropriation for Toro 4000 for Parks Maintenance)

ORDINANCE NO. _____

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.

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 Century Equipment for the purchase of a Toro 4000 Mower for Parks and Maintenance 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 mower be obtained prior to mowing 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\Century Equipment-Ord

Attachment: Century Equipment-ord (3467 : Contractual Appropriation for Toro 4000 for Parks Maintenance)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Contractual Appropriation for Baroness Fairway Mower for Golf Maintenance

Legislation Title:
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).

Background/Synopsis:

This project is to purchase a replacement fairway mower to be used by the Parks and Recreation Department. The Golf maintenance division has three fairway mowers in their fleet with the newest being a 2008 and the oldest being from the 1990's. They plan to auction the oldest fairway mower on Govdeals.com.

The new mower will improve the equipment reliability and reduce mower maintenance on this type of mowing for both North and South Trace.

The request is for a Baroness LM551B Fairway Mower being purchased through Wehrkamp Enterprise of Saint Henry, Ohio utilizing 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).

The price of an equivalent unit if purchased through Century Equipment under the Sourcewell joint purchasing program as referenced in the attached quotation is $92,555.20 ($107,873.19 with a 22% discount of $23,732.10 and setup charge of $8,414.11). The Baroness mower is $87,750 for all comparable equipment and charges.

It is also anticipated that there is a significantly shorter lead time for the Baroness mower.

The project is programmed in the 2023-2027 CIP as 3RC04 Mowers / Equipment.

Financial Impact:

$95,000.00 from the Capital Fund ($87,000.00 and a setup charge of $750.00 and $7,250.00 for contingencies and other Parks Department needs).

Emergency Provision Explanation:

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Fairway Mower quotations and Sourcewell Toro Discounts
2. Century Equipment 2-Ord

Wehrkamp Enterprise
PO Box 364
Saint Henry, OH 45883 US
+1 4196788666
greens@bright.net

Estimate

ADDRESS
Fairfield Greens Golf Course
2200 John Gray Rd
Fairfield, OH 45014

SHIP TO
Fairfield Greens Golf Course
2200 John Gray Rd
Fairfield, OH 45014

ESTIMATE # 2182
DATE 01/20/2023
EXPIRATION DATE 12/31/2023

ACTIVITY	QTY	RATE	AMOUNT
LM551B551L230 Baroness LM551B Fairway Mower LH52 Cutting Units with 9 Blade Reels (5" Diameter), 5.0mm Bedknife, LED Light, Rops, Roof/Sun Shade, Ball Protective Net, Rear Roller Brush /CE · USA	1	87,000.00	87,000.00
Dealer setup and prep Shipping and Delivery	1	750.00	750.00

I currently have one unit available with more showing up at some point in April. Latest delivery would be during the month of May but it would more than likely happen sooner than that. It all depends how quickly an order is placed and what I have left at that time.

SUBTOTAL	87,750.00
TAX	0.00
TOTAL	**$87,750.00**

Accepted By

Accepted Date

4

Attachment: Fairway Mower quotations and Sourcewell Toro Discounts (3470 : Contractual Appropriation for Baroness Fairway Mower for Golf

CENTURY Equipment
A Jerry Pate Company

QUOTATION

Date 01/23/23

For: **Fairfield Greens Golf Course**
c/o Fairfield City Parks & Rec
411 Wessel
Fairfield OH

Attn: **Todd Dodge**

From: **Cincinnati Office located at:**
8650 Bilstein Road
Hamilton, OH 45015
800-346-0066

SalesRep: **Chris Noble 859-388-4924**

Qty	Model#	Description	Sell Price	Extension
	RM5410			
1	03952	Reelmaster 5410-D	78,560.00	78,560.00
5	03621	22 Inch 5 Inch 8 Blade (RR) Radial Reel EdgeSeries	4,431.00	22,155.00
1	03406	5 Inch Powered Rear Roller Brush for Cutting Units Without Groomers (Kit of 5)	4,504.00	4,504.00
5	137-0842	Heavy Duty Brush for 22 Inch Rear Roller Brush Kit	125.80	629.00
1	30669	Universal Sunshade, White	940.00	940.00
1	03248	Universal Sunshade Switch Panel	314.00	314.00
1	138-2994	Power Harness Kit	242.26	242.46
1	140-1554	Sunshade Light Kit	528.73	528.73
1	WtyOpt	Toro Standard Warranty 2 Years or 1500 Hours		
		Sub-Total:		107,873.19

(No Trades Quoted)

Merchandise Total	107,873.19
Trade-In Credit	0.00
Factory Freight and Setup	10,787.32
*0.00% * Sales Tax*	0.00
	118,660.51

Terms: Net 15 Days (Upon Credit Approval)

This Quote has current TORO pricing. Pricing is subject to change without notice
Purchase will be through (Sourcewell #34142)
Price will be determined at time of delivery, not to exceed this quote (MSRP on 1/23/2023).
Sourcewell Discount of 22% off current MSRP at time of delivery will be applied. TORO #031121-TTC
Final price will be the lesser of this quote or contract price in effect at time of delivery.

** Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery*
** Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery*

_____5 Years True Lease-FMV (Fair Market Value)
_____5 Years Conditional Sale Rate Factor w/$1.00 Buyout

107,873.19
- 23,732.10
84,141.09
8,414.11
92,555.20

Attachment: Fairway Mower quotations and Sourcewell Toro Discounts (3470 : Contractual Appropriation for Baroness Fairway Mower for Golf

Sourcewell

Toro #031121-TTC

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
- Toro Landscape Contractor Equipment (LCE): 27% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Ventrac 4500 Series Products: 12% off US MSRP
- Ventrac SSV Products: 5% off US MSRP

- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

Attachment: Fairway Mower quotations and Sourcewell Toro Discounts (3470 : Contractual Appropriation for Baroness Fairway Mower for Golf

ORDINANCE NO. _____

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.

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 Wehrkamp Enterprise for the purchase of a Baroness Fairway Mower for Golf Maintenance 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 mower be obtained prior to mowing 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\Century Equipment 2-Ord

Attachment: Century Equipment 2-Ord (3470 : Contractual Appropriation for Baroness Fairway Mower for Golf Maintenance)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:
Flock Safety Project

Legislation Title:
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 Manger 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.

Background/Synopsis: The use of Flock ALPRs will assist with the investigation of criminal activity within the City as well as serve as a deterrent to future crime. The system will provide us with the capability to enter critical alerts into the system such as missing persons or Amber alerts. The system has already provided critical evidence in high profile crimes within the City through the use of neighboring Flock ALPRs.

Financial Impact: $128,900 from the Capital Improvement Fund, project 3PD04

Emergency Provision Explanation: To provide for the expedited installation and operation of the system.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Flock Contract
2. Flock Group-Ord

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the Agency identified below ("**Agency**") (each of Flock and Agency, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: OH - Fairfield PD **Legal Entity Name:** City of Fairfield, Ohio	**Contact Name:** Stephen Maynard
Address: 5230 Pleasant Avenue Fairfield, Ohio 45014	**Phone:** (513) 829-8201 **E-Mail:** smaynard@fairfield-city.org
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 24 months **Renewal Term:** 24 months	**Billing Term:** 100% Upfront payment due Net 30 per terms and conditions **Billing Frequency:** Annual Plan - First Year Invoiced at Signing

Attachment: Flock Contract (3472 : Flock Safety Project)

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$350.00	44.00	$15,400.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	44.00	$110,000.00
Flock Safety Advanced Search	$3,500.00	1.00	$3,500.00

Subtotal Year 1: $128,900.00

Subscription Term: 24 Months

Annual Recurring Total: $113,500.00

Estimated Sales Tax: $0.00

Total Contract Amount: $242,400.00

Attachment: Flock Contract (3472 : Flock Safety Project)

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Agency: OH - Fairfield PD**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment: Flock Contract (3472 : Flock Safety Project)

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

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1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

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1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the

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Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

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2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

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2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the

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required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the

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Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

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3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

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4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

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4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees**. Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

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c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

Attachment: Flock Contract (3472 : Flock Safety Project)

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED

Attachment: Flock Contract (3472 : Flock Safety Project)

"AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability (CGL) policies for claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder. Such coverage shall be on an occurrence basis, including products-completed operations, with policy limits not less than $1,000,000 per occurrence, $2,000,000 aggregate. Flock's CGL policy shall cover, or be endorsed to cover, the Agency, its officials, employees and volunteers as additional insureds. Flock's coverage shall be primary and non-contributing as respect to the Agency, its officials, employees and volunteers. Certificates of Insurance will be provided upon request. The Agency reserves the right to require complete policies, including endorsements, required by these specifications at any time.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** Excluding claims for property damage or bodily injury, NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY

Attachment: Flock Contract (3472 : Flock Safety Project)

INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

8.4 Indemnity. Flock, on behalf of itself and its employees and agents, shall indemnify, defend, and hold the City, its officers, employees, agents and volunteers free and harmless from and against any and all liability, claims, demands, judgments and actions for loss of life, or damage or injury to person or property, including but not limited to reasonable attorneys' fees and all other reasonable expenses arising or resulting from property damage or bodily injury resulting from Flock's performance under this Agreement.

9.MISCELLANEOUS

Attachment: Flock Contract (3472 : Flock Safety Project)

9.1.Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3. Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6.Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7.Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

Attachment: Flock Contract (3472 : Flock Safety Project)

9.8.Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9.Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10.Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS: 5230 Pleasant Avenue, Fairfield, Ohio 45014

ATTN:
EMAIL:

Attachment: Flock Contract (3472 : Flock Safety Project)

ORDINANCE NO. _____

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.

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

Section 1. The City Manager is hereby authorized to enter into a professional services agreement with Flock Group, Inc. to provide 44 Falcon ALPRs and associated software in accordance with the agreement on file in the office of the City Manager. This agreement is authorized as an emergency without competitive bidding because of the immediate need for the readers to be available for use by the police department.

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 readers be available for use as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____ Emergency _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Flock Group-Ord

Attachment: Flock Group-Ord (3472 : Flock Safety Project)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Thomas Lakamp,
Submitting Department: Fire

Subject:
Turnout Gear Replacement Project

Legislation Title:
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.

Background/Synopsis:
This request is for the purchase of personal protective clothing to equip new firefighters and to replace personal protective clothing that is approaching its end of service life (10 years). This PPE will provide protection for the firefighters to enter Immediately Dangerous to Life and Health (IDLH) atmospheres to conduct firefighting and search and rescue. This personal protective clothing is identical to the protective equipment previously purchased to provide uniformity across the department.

Financial Impact: $57,783.00 from the Capital Improvement Fund, project 3FD01

Emergency Provision Explanation:
To provide for the health and safety of firefighters and the public.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. 911 Fleet Bid
2. 911 Fleet Fire Equipment-Ord

Quotation

EST-007916

911 Fleet and Fire Equipment

11 Lendale Drive
Florence, Kentucky 41042
877-605-2378
859-371-0131

Bill To
Fairfield City Fire Department - Fairfield
375 Nilles Rd
Fairfield, OH 45014

Ship To
375 Nilles Rd
Fairfield, OH 45014

Quotation Date : 01/18/2023

Sales Person : Nick Nazzarine

#	Item & Description	Qty	Rate	Amount
1	**MORNING PRIDE-TAILS-COAT-MPTC** SKU : MPTC* Quote: Ohio State 82329 SPEC ID:OHFAIE00067 Sets for:	17.00 Each	2,117.00	35,989.00
2	**MORNING PRIDE-TAILS-PANTS-MPTP** SKU : MPTP* Quote: Ohio State 82329 SPEC ID:OHFAIE00065 Sets for:	17.00 Each	1,282.00	21,794.00
			Sub Total	57,783.00
			Total	**$57,783.00**

Notes

Thanks for the opportunity, please contact us if there are any questions.

Terms & Conditions

All quotations provided are valid for 60 days from the date of quotation unless specified in writing.

All quotations do not include shipping unless specified in writing.
Buyer responsible for shipping and handling

Attachment: 911 Fleet Bid (3475 : Turnout Gear Replacement Project)

ORDINANCE NO. _____

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.

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 911 Fleet & Fire Equipment for the purchase of fire fighting protective clothing in accordance with the quote on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding due to the immediate need for the protective clothing.

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 personal protective clothing be available for use as soon as possible for the protection of the fire fighters; 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\911 Fleet & Fire Equipment-Ord

Attachment: 911 Fleet Fire Equipment-Ord (3475 : Turnout Gear Replacement Project)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Survey and Right of Way Research Appropriation for Pleasant Avenue between John Gray and Patterson

Legislation Title:
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.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to enter into an agreement with Choice One Engineering to survey, research, and develop right of way plans with the attached scope of services. This will aid in the design of future improvements to reconfigure and right size the lane configuration for Pleasant Avenue between John Gray Road and Patterson Drive.

The City of Fairfield is working to implement improvements that would improve access management and better accommodate existing traffic and existing lane utilization as well as making room for a multi-use path.

Staff provided Council with a briefing in 2021 demonstrating the problems with the existing lane configurations and the weaving and stacking issues that exist. We are working with LJB on a section of this corridor but will expand the scope of our design in the future to include planning for all of Pleasant Avenue from John Gray to Patterson.

The City will investigate applying for outside funding for projects based on timing and construction cost after the project has been further developed by late 2023 or early 2024.

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

This engineering project is programmed in the current 2023-2027 CIP as 3PW35.

Financial Impact:

$55,000.00 in total funding from the Street Fund ($49,650.00 with a contingency of $5,350.00).

Emergency Provision Explanation:

A suspension of rules is being requested in order to get on the consultant's schedule this spring and be able to use the information in making potential funding requests later this year.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. 2022-12-19_AgreementPleasantSurvey
2. Choice One Engineering-Ord

Choice One Engineering

Date
December 19, 2022

Attention
Nick Dill, P.E.
City Engineer
ndill@fairfield-city.org

Address
City of Fairfield
8870 N. Gilmore Road
Fairfield, OH 45014

Subject
Agreement for Professional Services
Pleasant Ave. R/W Resolution
BUT-FAI-2302

Dear Mr. Dill:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Pleasant Ave. R/W Resolution.

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

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

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

City of Fairfield

_____
Authorized Signature

_____
Date

Choice One Engineering Corporation

Wesley D. Goubeaux, P.S., Project Manager

12-19-22
Date

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

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

www.CHOICEONEENGINEERING.com

Attachment: 2022-12-19_AgreementPleasantSurvey (3452 : Survey and Right of Way Research Appropriation for Pleasant Avenue between

Scope of Services

Project Snapshot

Choice One intends to perform boundary resolution to establish the road right-of-way of Pleasant Avenue (US 127) for approximately 2 miles between John Gray Road to Wessel Drive in the City of Fairfield, Ohio.

Project Services

1. **Pleasant Avenue R/W Resolution**
    a. Perform a survey of Pleasant Avenue (US 127) for approximately 2-miles between John Gray Road and Wessel Drive in the City of Fairfield, Ohio.
    b. Perform necessary research at Butler County offices.
    c. Perform field reconnaissance and traverse of existing property monumentation.
    d. Compile AutoCad drawing to establish the location of Pleasant Avenue and all adjoining subdivisions between John Gray Road and Wessel Drive.
    e. Provide a schematic drawing and plans sheets showing right-of-way lines and property lines for the project area.
    f. Provide GIS shape file of the project area.
    g. Set mag nails along the centerline of Pleasant Avenue at all point of curvature and intersection points.
    h. Property monuments set at R/W corners are NOT included in this scope and fee. After boundary resolution is complete, this portion can be revaluated to determine what corners will need monumented. A separate scope and fee will be determined at that time.
    i. If at any point during the survey process Choice One discerns conflicting deed information or a discrepancy concerning the recorded or assumed location of the property, we will communicate this information to the Client and survey will be put on hold. The Client will be invoiced based on time accumulated to date. Choice One can suggest possible options for Client's next steps to achieve conflict resolution. If such a situation arises, Choice One will not produce or record a survey until any conflict is resolved. Additional Choice One fees may be needed to address items not included in the above scope.

Client Responsibilities

- Provide any available existing roadway plans.
- Provide property access along project route.
- If necessary, provide property owner notification along the project route.
- Inform Choice One of any known potential boundary disputes within the project limits.

Compensation & Schedule

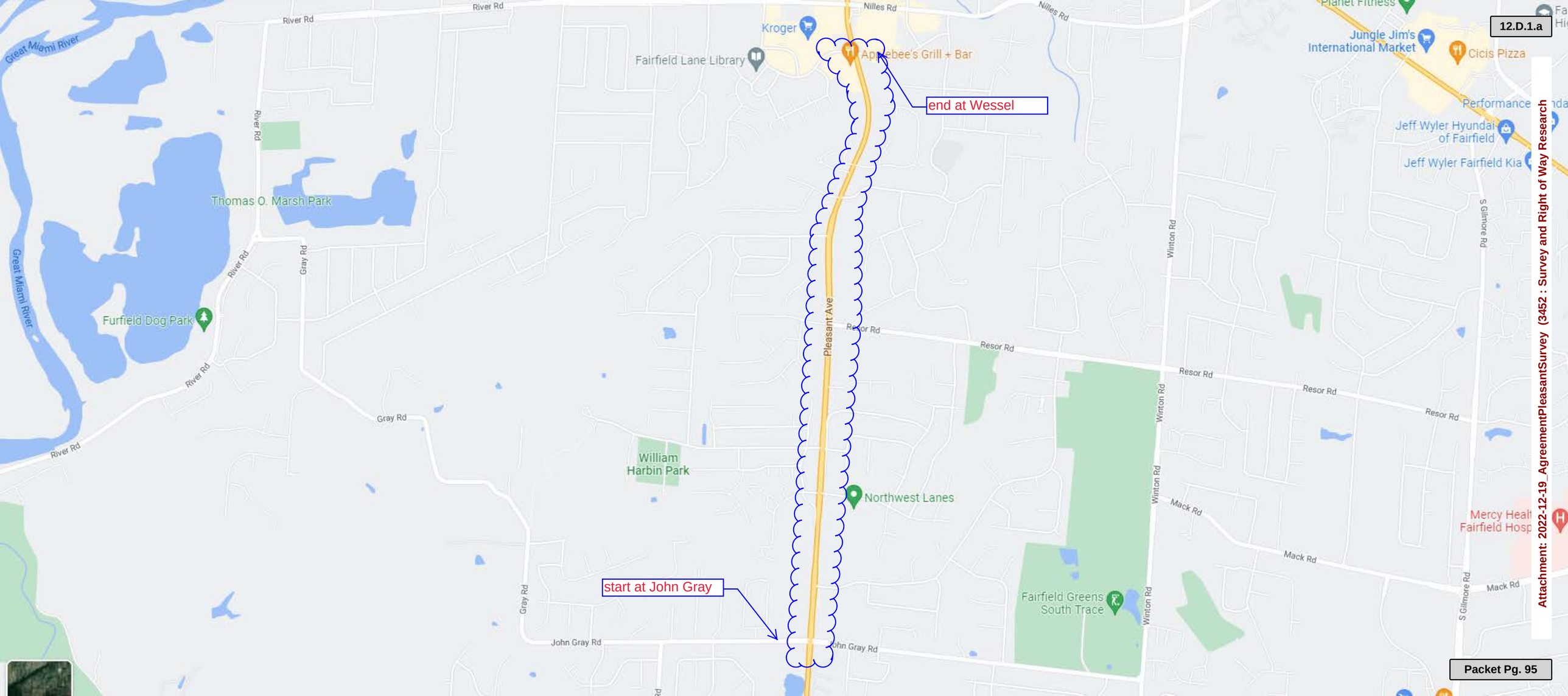
Compensation

Lump Sum Fee Schedule	
Total	$49,650.00

Schedule

Choice One will have deliverables to the City within one-hundred twenty (120) days after receipt of an executed Agreement.

Attachment: 2022-12-19_AgreementPleasantSurvey (3452 : Survey and Right of Way Research Appropriation for Pleasant Avenue between



Attachment: 2022-12-19_AgreementPleasantSurvey (3452 : Survey and Right of Way Research

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

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

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

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

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

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

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

Attachment: 2022-12-19_AgreementPleasantSurvey (3452 : Survey and Right of Way Research Appropriation for Pleasant Avenue between

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 2022-12-19_AgreementPleasantSurvey (3452 : Survey and Right of Way Research Appropriation for Pleasant Avenue between

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

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

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

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

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

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

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

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

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

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

Attachment: 2022-12-19_AgreementPleasantSurvey (3452 : Survey and Right of Way Research Appropriation for Pleasant Avenue between

ORDINANCE NO. _____

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 ROAD AND PATTERSON DRIVE.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Choice One Engineering to survey and resolve the right of way for Pleasant Avenue between John Gray Road and Patterson Drive in accordance with the agreement on file in the office of the City Manager.

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Choice One Engineering-Ord

Attachment: Choice One Engineering-Ord (3452 : Survey and Right of Way Research Appropriation for Pleasant Avenue between John Gray

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Contractual Appropriation for Case 590 Backhoe for Street Division

Legislation Title:
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.

Background/Synopsis:

This project is to purchase a replacement Case 590 Backhoe to be used by the Public Works Department. The Public Works Department plans to sell the existing 2000 590 Backhoe on Govdeals.com due to age and condition.

There are multiple backhoes in the City fleet and are used by the drainage, brush, and blacktop crews as part of Public Works normal daily operations. Equipment is routinely handed down with the sale of the vehicle/equipment that is most in need of routine replacement. This purchase will allow the Street Division to continue making routine asphalt repairs for both the Public Works and Public Utilities Departments.

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

The City of Fairfield is a Sourcewell participating agency.

The project is programmed in the 2023-2027 CIP as 3FT66 Replace Backhoe (Streets).

Financial Impact:

$140,000.00 from the Capital Fund ($231,238.00 with a 37% discount of $85,558.06 and a setup of charge of $2,300.00 with a trade-in of $21,500.00and $13,520.06 for contingencies and other Public Works Department needs).

Emergency Provision Explanation:

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. 2023 Case Backhoe for Streets
2. Southeastern Equipment-Ord

Southeastern Equipment Co. Inc.

Sourcewell Detailed Equipment Quote

February 27, 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
	* CASE 590SN T4 FINAL BACKHOE LOADER * CAB 2 DOOR WITH HEAT/AC & BLUETOOTH RADIO * PREMIUM AIR SUSPENSIONS SEAT * 360/70 R17.5 MICHELIN RADIAL * 540/70 R24 MICHELIN RADIAL * BACKHOE BI DIRECTIONAL AUXILIARY HYDRAULICS * EXTENDAHOE * PILOT CONTROLS WITH HEAVY LIFT * COMBINATION FLIP OVER STABILIZER PADS * HYDRAULIC THUMB * RIDE CONTROL & COMFORT STEER * LED LIGHT PACKAGE (4 FRONT, 4 REAR & 2 SIDE) * 93" 4X1 LOADER BUCKET WITH BOLT ON CUTTING EDGE * LOADER AUXILIARY HYDRAULICS * 18" BACKHOE BUCKET * 24" BACKHOE BUCKET * 1,100 LB FRONT COUNTERWEIGHT * PLUS ALL OTHER STANDARD EQUIPMENT (SEE ATTACHED SPECIFICATIONS SHEET)		CASE 590SN T4 FINAL BACKHOE LOADER	$231,238.00	37%	$145,679.94
					Total Sourcewell Price	$145,679.94

Notes:

Equipment Warranty and Delivery Information:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YR/UNLIMITED HRS - COMPLETE MACHINE & 2 YR/2000 HRS - POWERTRAIN

Delivery Method: Hired Truck
Delivery Date:
Delivery Info:

*All information and prices are subject to change prior to signed sales order. Description, specifications, hour meters and other information may differ from actuals. Any finance information presented on this quote is not a promise to finance or a guarantee of rates.

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

Southeastern EQUIPMENT CO. INC.

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
2000	JJG0285742	CASE CE	590SLII	$21,500.00
			Total Trade-In Estimate	$21,500.00

QUOTE TOTALS*	
Total Equipment Price	$145,679.94
Estimated Trade-In Allowance	$21,500.00
Trade-In Difference	$124,179.94
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	$2,300.00
Title and License Fees	
Total Trade Payoff	$0.00
Total Price Before Tax	$126,479.94
Sales Tax	
FET Tax	
Total Amount Due	$126,479.94
Down Payment	
Estimated Balance Due	$126,479.94

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

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.

*All information and prices are subject to change prior to signed sales order. Description, specifications, hour meters and other information may differ from actuals. Any finance information presented on this quote is not a promise to finance or a guarantee of rates.

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

Sourcewell (NJPA) - Construction Equipment Contract

Contract Number: 032119 - CNH

Contract Period: 7-8-19 -thru 5-13-23

Pricing Revised: 5/1/2022

Eligible Customers: **All Sourcewell members in United States**

Members Include: Government
Education (K-12 and higher)
Non-profit agencies
States that have adopted the contract (see below)

States that have Adopted Sourcewell as their term contract:	**Member #**
Mississippi	5401
New York PC6265	4652
Delaware GSS15750-Equip_HD	38542
Arkansas SP-20-0092	1089
Washington Master Contract 01020	888
Ohio RSC008252	956

Member list: https://www.sourcewell-mn.gov/member-lookup

Need to Join? https://sourcewell-mn.gov/

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts not allowed with wholesale discount.
Multiple Unit Discount	Not applicable.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local Case CE dealer for payment options.

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/19/2023

Pricing Revised: 5/1/2022

FOR USA MARKET ONLY

PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
TRACTOR LOADER		
570N EP	Current Pricing	28%
TRACTOR LOADER BACKHOE		
580N	Current Pricing	37%
580N EP	Current Pricing	37%
580SN	Current Pricing	37%
580SN WT	Current Pricing	37%
590SN	Current Pricing	37%
FORKLIFT		
586H	Current Pricing	30%
588H	Current Pricing	30%
Compact Dozer Loader		
DL550	Current Pricing	25%
CRAWLER DOZER		
650M	Current Pricing	26%
750M	Current Pricing	37%
850M	Current Pricing	37%
1150M	Current Pricing	31%
1650M	Current Pricing	37%
2050M	Current Pricing	31%
COMPACT WHEEL LOADER		
21F	Current Pricing	26%
121F	Current Pricing	31%
221F	Current Pricing	31%
321F	Current Pricing	31%
WHEEL LOADER		
521G	Current Pricing	37%
621G	Current Pricing	37%
721G	Current Pricing	37%
821G	Current Pricing	38%
921G	Current Pricing	38%
1021G	Current Pricing	30%
1121G	Current Pricing	30%

Freight FOB North America plant or import distribution location

CASE CE dealer can add delivery freight and PDI costs.

Dealer quotes should only be valid 30 days to remain price protected

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

Standard Equipment

ENGINE:
- FPT F5BFL413A diesel
- 207 CID (3.4L)
- Tier 4 Final certified
- Electronic Fuel Injection
- Selective Catalytic Reduction (SCR)
- Horsepower:
  - Gross 110 HP (82 Kw)
  - Net 108 HP (81 Kw)
- Air cleaner aspirated dual element-dry type, radial seal
- Anti-freeze (Protect to -34°F)
- Fuel Tank: 35 gal. (132L)
- DEF Tank: 3.6 gal. (13.5L)
- Locking DEF/Fuel cover
- Throttles, rotary hand and suspended foot
- Self adjusting belt
- Electric Fuel Primer

POWER TRAIN:
- 4F-4R PowerDrive H-Type
- Rear drive axle - outboard planetary
- Torque converter

OPERATOR'S PROTECTIVE STRUCTURE:
- ROPS/FOPS canopy, Isolation mounted
- Anti-vandalism cover for instruments
- Right side console storage compartment and thermos/fire extinguisher holder
- Interior rear view mirror
- Seat, mech. suspension, 180° swivel
- Seat belt, 3" retractable
- Tilt Steering Wheel (cab only)
- (Cab Only) Bluetooth Radio:
- Features include Bluetooth connectivity for phone calls & music playback, AM/FM tuner, NOAA weatherband tuner & audio Aux-in. USB input in add. to the current aux line in.
- Sirius XM satellite radio ready
- Doesn't include Sat. Antenna.
- Built-in microphone in headliner

INSTRUMENTATION:
- Gauges (backlit):
  - Converter oil temperature
  - Engine water temperature
  - Fuel level
  - Tachometer/hourmeter
  - DEF level
- Warning Lights:
  - A/C System Pressure
  - Air cleaner restriction
  - Alternator
  - Cold Start
  - Engine oil pressure
  - Hydraulic filter bypass
  - Low fuel level
  - Parking Brake
  - Water in fuel
  - Low DEF
- Audible warning alarm for:
  - Coolant temperature
  - Converter termperature
  - Engine oil pressure
  - Parking brake engagement
  - Shuttle engagement with seat in backhoe position
  - Low DEF fluid

ELECTRICAL:
- 12 Volt system
- Cold Start Dual Battery: Includes engine block heater, 2 - 850 CCA Batteries & heated CCV hose
- Alternator: 160 AMP
- Dual power plug recepticals (30 AMP)
- Key start
- Lights:
  - Canopy: 4 headlights (halogen) + 4 rear flood + 2 side lights
  - 2 rear tail/stop
  - 2 front flashers/turn
  - 2 rear flashers/turn

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

Standard Equipment

ELECTRICAL (Cont'd):
- Cab: 4 headlights (halogen)
  + 4 rear flood + 2 side lights
  2 rear tail/stop
  2 front flashers/turn
  2 rear flashers/turn
- Automotive turn signal switch with horn and driving lights
- Neutral start system
- Battery Disconnect/Jump Start

HYDRAULICS:
- 43 GPM Variable Displacement Axial Piston Pump
- Heavy duty hydraulic oil cooler
- Oil filter, spin-on, 7 micron
- Remote hydraulic test ports
- Pro Control System™

LOADER:
- Bucket position indicator
- Electric clutch cut-out
- Lifting lugs and tie downs on loader bucket
- Single lever control with self-leveling and return to dig
- Loader arm service lock

BACKHOE - INTEGRAL:
- Digging depth
  15'6" - 19'6" Extendahoe™
- Extendahoe (EHOE)
- Foot swing manual control
- Mechanical bucket coupler
- Power Lift Feature
- Gripper teeth on dipper
- Power Boost Feature on Pilot Controls

OTHER STANDARD FEATURES:
- Backup alarm
- Brakes: Hydraulic power assisted wet multi-disc, self adjusting, outboard mounted
- Electro-hydraulic differential lock
- Front & rear tie downs
- Horn (front & rear switches)
- Hydrostatic steering
- Parking brake, spring applied, hydraulically released with electric switch control
- Replaceable molded front bumpers
- Forward tilt engine hood
- Vertical spin on engine, fuel and hydraulic filters
- 4WD units include drive shaft guard
- Heavy Front CWT EHOE 1100 lbs.
- Engine ECO Mode
- Auto Engine Idle
- Auto Engine Shutdown
- Auto Protection Shutdown
- Tool Box
- Heavy counterweight standard on all configurations and models
- CASE SiteWatch™ Telematics includes hardware and a 3-yr Advanced data subscription
- Warranty:
  1-Year/Unlimited-Hour Full Coverage Base Limited Warranty
  2-Year/2,000-Hour Extended Engine Warranty

NOTE:
- To order a Special Feature select option 423100 - Special Feature AND contact Special Feature Coordinator:
  Tracy Gach
  Phone: (319) 754-3612
  E-mail: tracy.gach@cnhind.com
- Special Feature Quotes may take up to 3 business days.

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

Models

COMMERCIAL MODEL	Weight	Factory Data	List Price
590SN 4WD T4 FINAL.	20,532 LB		$190,509.00

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

Factory Supplied Options

Order Code	Description	Weight	Factory Data	List Price
PACKAGES				
SD_L9000	QUICK PICKS			
464624	2CAB PLT PDH 2WAY1 **747853 - Cab, Two Door w/Heater/AC** **423078 - Pilot Controls** **423062 - Powershift H-Type Transmission** **464074 - 1-Way or 2-Way Aux & EHOE Pkg** **464078 - RC & CS & 3 SPL Pkg** **745161 - Cloth Air Seat w/Heat** **X50133X - No Special Feature Request**			($6,000.00)
464625	2CAB PLT PDH 2WAYC1 **747853 - Cab, Two Door w/Heater/AC** **423078 - Pilot Controls** **423062 - Powershift H-Type Transmission** **464075 - 1-Way or 2Way Aux & EHOE & HCPL** **464078 - RC & CS, 3SPL Pkg** **745161 - Cloth Air Seat w/Heat** **X50133X - No Special Feature Request**			($6,000.00)
464628	1CAB PLT PDH EHOE **747855 - Cab, LH Door w/Heater/AC** **423078 - Pilot Controls** **423062 - Powershift H-Type Transmission** **464073 - No Aux & EHOE Pkg** **464078 - RC, CS, & 3SPL Pkg** **745161 - Cloth Air Seat w/Heat** **X50133X - No Special Feature Request**			($6,000.00)
464629	1CAB PLT PDH 2WAY **747855 - Cab, LH Door w/Heater/AC** **423078 - Pilot Controls** **423062 - Powershift H-Type Transmission** **464074 - 1-Way or 2-Way Aux & EHOE Pkg** **464077 - Ride Control & Comfort Steer** **745161 - Cloth Air Seat w/Heat** **X50133X - No Special Feature Request**			($6,000.00)
463757	NO QUICK PICK			No Charge
745299	YGR ORDER 745299 **Not available on 2WD models. Must be YGR order: Government, State/Provincial, Federal, Public Utilities and Non-profit/charitable Org.**			($6,000.00)

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

WHEELS

FRONT WHEELS

SD_13002 FRONT WHEELS

4 Wheel Drive

		9200012	14x17.5, 10PR **Brand Preference Not Selectable**			No Charge
		9200025	360/70 R17.5 Michelin **Michelin Bibsteel Radial Tires**			$777.00

REAR WHEELS

SD_09006 REAR WHEELS

		8392564	21Lx24 12PR **Brand Preference Not Selectable** **Note: Tire chains cannot be used on 21Lx24 tires**			No Charge
		9300019	540/70 R24 Michelin **Michelin XMCL Radial Tires**			$1,090.00

BACKHOE

SD_L8000 BHOE PERFORMANCE PKG

		464073	NO AUX & EXTENDAHOE PKG **Extendahoe (EHOE) Dipper**			No Charge
		464074	1-WAY OR 2-WAY AUX & EHOE PKG **1-way or 2-Way Flow BHOE Auxiliary Hydraulics for use with hammers or similar 1-way flow attachments or switch to the 2-way flow setting and operate thumbs or similar 2-way flow attachments. Comes with Extendahoe (EHOE) Dipper**			$3,041.00
		464075	1-WAY OR 2WAY AUX & EHOE&HCPL **1-way or 2-Way Flow BHOE Auxiliary Hydraulics for use with hammers or similar 1-way flow attachments or switch to the 2-way flow setting and operate thumbs or similar 2-way flow attachments. Comes with Extendahoe (EHOE) Dipper and Hydraulic BHOE bucket coupler.**			$7,012.00

CONTROLS

SD_20038 BACKHOE CONTROLS

		X20038X	Standard Controls **Standard foot swing controls** **Power lift is standard on 580SN, 580SN WT and 590SN.**			No Charge

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

Backhoe Controls - Manual					
	742369	Dual Lever Controls **In lieu of foot swing, for backhoe** **Power lift is standard on 580SN, 580SN WT and 590SN.**			$464.00
Backhoe Controls - Pilot					
	423078	Pilot Controls w/Power Lift **Includes Power Lift and Power Boost feature on 580SN, 580SN WT and 590SN.**			$2,598.00
COUPLER					
SD_20039 BACKHOE COUPLER					
	745162	Universal Mech Quick Coupler **Coupler works with: CASE N Series, Deere 410 size & 310 "S" size machines and CAT - Not compatible with Deere 310 std or EP models (i.e. 310L EP, 310L, 310K, etc.)** **Not for use with 745274 Thumb.**			$1,852.00
BUCKETS					
SD_L5215 BACKHOE BUCKET					
	XL5215X	No Backhoe Bucket			No Charge
Universal Buckets					
	423068	18" Universal Bucket **5.30 cu. ft./.15 cu. m. heaped capacity** **Includes SmartFit teeth**			$2,322.00
	423069	24" Universal Bucket **7.70 cu. ft./.22 cu. m. heaped capacity** **Includes SmartFit teeth**			$2,625.00
	423070	30" Universal Bucket **10.20 cu. ft./.29 cu. m. heaped capacity** **Includes SmartFit teeth**			$2,940.00
STABILIZER PADS					
SD_L5401 STABILIZER PADS					
	442055	Cleated Dirt Pads			No Charge
	442056	Flip Over/Stabilizer Pads Comb			$890.00
SD_L7014 THUMB OPTION					
	XL7014X	NO THUMB OPTION			No Charge

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

	745274	THUMB OPTION **CASE hydraulic Thumb, factory installed directly to EHOE outer section & direct plumbed. Thumb tucks & locks back against EHOE when not in use. Includes: 2 replaceable, high strength, bolt on tines w/ two positions for Universal or Hi-Cap buckets. Meshes w/ Bucket teeth on 18" & 24" Bucket.** **Requires EXTENDAHOE** **Requires 2 way Aux Hydraulics** **Not for use with 745162 Universal Coupler.**			$4,270.00

LOADER

SD_L5302 LOADER BUCKET

	742242	No Loader Bucket, Pins Only			No Charge
	Pin-on Buckets - Less Teeth				
	747539	93" HD Long Lip w/cutting Edge **(1.3 cu.yd.) Includes bolt-on cutting edge & lift eyes**			$4,388.00
	742433	93" 4x1 Bucket w/cutting edges **1.2 cu. yd. - Includes 3 bolt-on cutting edges** **Must order Loader Auxiliary Hydraulics**			$11,377.00

SD_L8001 LDR PERFORMANCE PKG

	464076	BASE UNIT PKG			No Charge
	464077	RIDE CTRL & CM STEER **Ride Control & Comfort Steering** **-Auto Ride Control** **-Comfort Steer - Reduces amount of times the steering wheel must be turned to travel from lock to lock.** **Bundle 464077 is not available on 2WD or EP models**			$1,924.00
	464078	RC & CS & 3SPL PKG **Includes bundle 464077 and:** **Auxiliary Hydraulics Loader - Aux Hydraulics & controls.** **Includes proportional roller w/ selectable detent** **Comfort Steer(CS) is Not available on EP models. Ride Control (RC) is Not available on EP models. All bundles for EP model showing CS & RC have CS & RC deducted.** **This bundle is not available on 2WD models**			$3,353.00

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

		464079	RC, CS, 3SPL, HYD CP **Includes bundle 464078 and:** **-Hydraulic Ldr Quick Attach - Engage/release attachment from operators seat. ONLY available on 4WD models** **Comfort Steer(CS) is Not available on EP models. Ride Control (RC) is Not available on EP models. All bundles for EP model showing CS & RC have CS & RC deducted. This bundle is not available on 2WD models**			$7,679.00

ROLLOVER PROTECTIVE STRUCTURE

SD_05097 ROLLOVER PROTECTIVE STRUCTURES

		Canopy				
		442082	Canopy, ROPS **Tilt steering is not available on Canopy models.**			No Charge
		Cab				
		747855	Cab, LH Door w/Heater/AC **Includes one door, defroster, door activated dome light, four front, four rear, and two adjustable side lights, floor mat, tinted glass, Bluetooth radio, front & rear wiper and fender extensions.**			$9,899.00
		747853	Cab, 2 Door with Heat and AC **Includes two doors, defroster, door activated dome light, four front, four rear, and two adjustable side lights, floor mat, tinted glass, Bluetooth radio, front & rear wiper and fender extensions.** **Deluxe Cab Package:** **Deluxe interior, viscous fan (standard on 580SN and larger), visor and 72 dba sound level.**			$12,520.00

OPERATOR'S SEATS

SD_05129 OPERATOR'S SEAT

		747851	Mech Susp, Vinyl, w/ armrests **Available for use with both Cab and ROPS options.**			No Charge
		747770	Mech Susp, Cloth, w/ armrests **Not for use with ROPS Canopy option 442082.**			$25.00
		745161	Premium Air Susp Heated **Premium multi-color, hand stitched cloth, heated air suspension seat. Not for use with ROPS Canopy option 442082.**			$925.00

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

ADDITIONAL EQUIPMENT TLB

SD_49037 Transport Protection

		X49037X	NO TRANSPORT PROTECT			No Charge
		464957	TRANSPORT PROTECTION **Provides protection against corrosion during transport & storage.**			No Charge

SD_06081 LIGHTS

		745243	Standard Lights			No Charge
		745242	LED Light Package **4 Front, 4 rear and 2 LED side lights**			$941.00

SD_18011 FRONT FENDERS

		X18011X	No Front Fenders			No Charge
		742803	Front Fenders			$458.00

SD_50103 SPECIAL PAINT

		X50103X	No Special Paint			No Charge
		442091	Special Paint - ROPS or Cab **Must contact the Plant for approval before ordering Special Paint. All Power Tan components will be painted the special color, and all gray components will remain gray. NOTE: Special paint options require two metal paint chips with order number and special paint number (DuPont or PPG) on back of chip. Allow a minimum of 90 - 120 days from receipt of special paint to delivery of unit.** **Contact Pam Nichols 319-754-3559 pamela.nichols@cnhind.com & Kaci Waddle 319-754-3251 kaci.waddle@cnhind.com**			$6,551.00

COLD START AIDS

SD_02112 SEVERE COLD WEATHER

		X02112X	Standard Climate			No Charge
		745252	Severe Cold Weather **Includes Hy Tran Ultraction SSL Transmission & Hyd. Fluids, & SAE 0W40 CJ-4 Engine Oil - recommended for machine start-up and operation at temperatures consistently below 0 degrees Fahrenheit.** **If ordered, you MUST also order 423093 Dual Batteries/Grid Heater/Engine Block Heater Option for EP.** **(423093 is standard on N - 590 models)**			$1,372.00

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

CASE CONSTRUCTION

590SN T4 FINAL BACKHOE LOADER
US PRICE LIST

(Ex Works Burlington, IA)

DECALS AND OPERATOR'S MANUALS

SD_47086 OPERATOR'S MANUAL & DECALS

		X47086X	English for North America			No Charge
		747882	French for Canada			No Charge
		747883	Spanish for N. and S. America			No Charge

MOVE TO BIC

SD_L5001 MOVE TO BIC

		XL5001X	Do Not Move to BIC			No Charge
		423085	Move to BIC **Please submit your Purchase Order to BIC after the machine is ordered. Email your Purchase Order to Jackie Muzzy email: jmuzzy@burlinst.com**			No Charge

SPECIAL FEATURE REQUEST

SD_50133 SPECIAL FEATURE

		X50133X	No Special Feature Request			No Charge
		423100	Special Feature Request **Must contact Special Feature Coordinator for approval before selecting Special Feature Request option. Special Feature Quotes may take up to 3 business days.** **Contact Tracy Gach (319) 754-3612 tracy.gach@cnhind.com** **If Selecting Special Feature option, it will automatically Not allow you to order a Quick Pick selection. All Quick Picks MUST have No Special Feature Request.**			No Charge

LIST 237,238

− 6,000 YGR MUNICIPAL DISCOUNT

231,238

− 85,558.06 37% SOURCEWELL DISCOUNT

145,679.94

+ 1,300.00 FREIGHT

+ 1,000.00 PDI

$147,979.94

Attachment: 2023 Case Backhoe for Streets (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER 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.

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, Inc. for the purchase of a Case 590 Backhoe 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 equipment be purchased under available favorable terms; 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-Ord

Attachment: Southeastern Equipment-Ord (3468 : Contractual Appropriation for Case 590 Backhoe for Street Division)

City Council Ordinance
Regular Meeting - March 13, 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. 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.

Background/Synopsis:

The collective bargaining agreement (CBA) with the International Union of Operating Engineers (IUOE) expired February 29, 2020. We reached an agreement and settled in January 2023. The CBA and corresponding wage ordinance was presented at the February 13, 2023 Council meeting. However, there was an error on the wage ordinance whereas the wages for the first year of the CBA, March 1, 2020 through February 28, 2021, were listed. The wages that should have been listed were those for March 1, 2022 through February 28, 2023. The wage ordinance before you tonight has the corrected wages which reflect the third year of the CBA.

Financial Impact:

To be calculated and appropriated by the Finance Director.

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 corrected rates.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:

1. Hourly Wage Ord 3-13-2023

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. 15-23 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. 15-23 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. 15-23 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

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

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.

Attachment: Hourly Wage Ord 3-13-2023 [Revision 1] (3466 : Hourly Wage Ordinance)

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 per hour
Fifty-Two (52) Police Officers*		29.23-45.09 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.

Attachment: Hourly Wage Ord 3-13-2023 [Revision 1] (3466 : Hourly Wage Ordinance)

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**

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.

Attachment: Hourly Wage Ord 3-13-2023 [Revision 1] (3466 : Hourly Wage Ordinance)

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

Attachment: Hourly Wage Ord 3-13-2023 [Revision 1] (3466 : Hourly Wage Ordinance)

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.

Attachment: Hourly Wage Ord 3-13-2023 [Revision 1] (3466 : Hourly Wage Ordinance)

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

Passed_____ _____
Mayor's Approval

Posted_____

First Reading_____ Rules Suspended_____

Second Reading_____ Emergency_____

Third Reading_____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Attachment: Hourly Wage Ord 3-13-2023 [Revision 1] (3466 : Hourly Wage Ordinance)

City Council Ordinance
Regular Meeting - March 13, 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.

$650,000 for concrete repair and replacement (existing contract);
$75,000 for engineering for Upper Harbin Park area (existing contract);
$76,772 for contingency funds restored for Public Utilities projects (existing contracts);
$106,609 for contingency funds restored for Public Works project (existing contract);
$120,000 for purchase of Toro 4000 for Parks Maintenance;
$140,000 for purchase of Case 590 Backhoe for Street Division;
$95,000 for purchase of Baroness Fairway Mower for Golf Maintenance;
$128,900 for purchase of Flock ALPRs;
$55,000 for Pleasant Avenue Right-of-Way survey;
$57,783 for purchase of Fire turnout gear.

Financial Impact: $1,505,064.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
No

Attachments:
1. ContractualAppropriations.031323
2. Contractual 3-13-Ord

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation for 2023 Concrete Repair and Replacement Program

Legislation Title:
Appropriation for 2023 Concrete Repair and Replacement Program

Recommendation:
The staff recommends that $650,000.00 from the Street Improvement Fund be appropriated for the 2023 Concrete Repair and Replacement Work. This is an appropriation only - the multi-year contract was passed in 2021.

Background/Synopsis:

The majority of the expense in the concrete repair/replacement work is concrete curb and gutter, which is primarily associated with the asphalt overlay project. This is a unit price contract and exact quantities and individual streets for which work is to be performed are yet to be finalized.

The City will exercise our third-year option with Prus Construction. Prus Construction was selected in 2021 under a competitive bid process. The quantities bid in 2021 were for the purposes of generating a fair and competitive bid. This is the final year of their three-year contract. The curb program will be competitively bid again in the spring of 2024.

City Council has historically approved funding for annual concrete repair and replacement work done in conjunction with the Annual Overlay Program.

The project is programmed in the 2023-2027 CIP as 3PW07.

This project is the replacement of deteriorated curb and gutter and other concrete work required prior to asphalt overlay installation. Additional maintenance of concrete throughout the City is also included in this appropriation. Concrete work done by other departments under this contract will be taken from other funding sources.

Financial Impact:

$650,000.00 from the Street Improvement Fund.

Emergency Provision Explanation:

Not applicable.

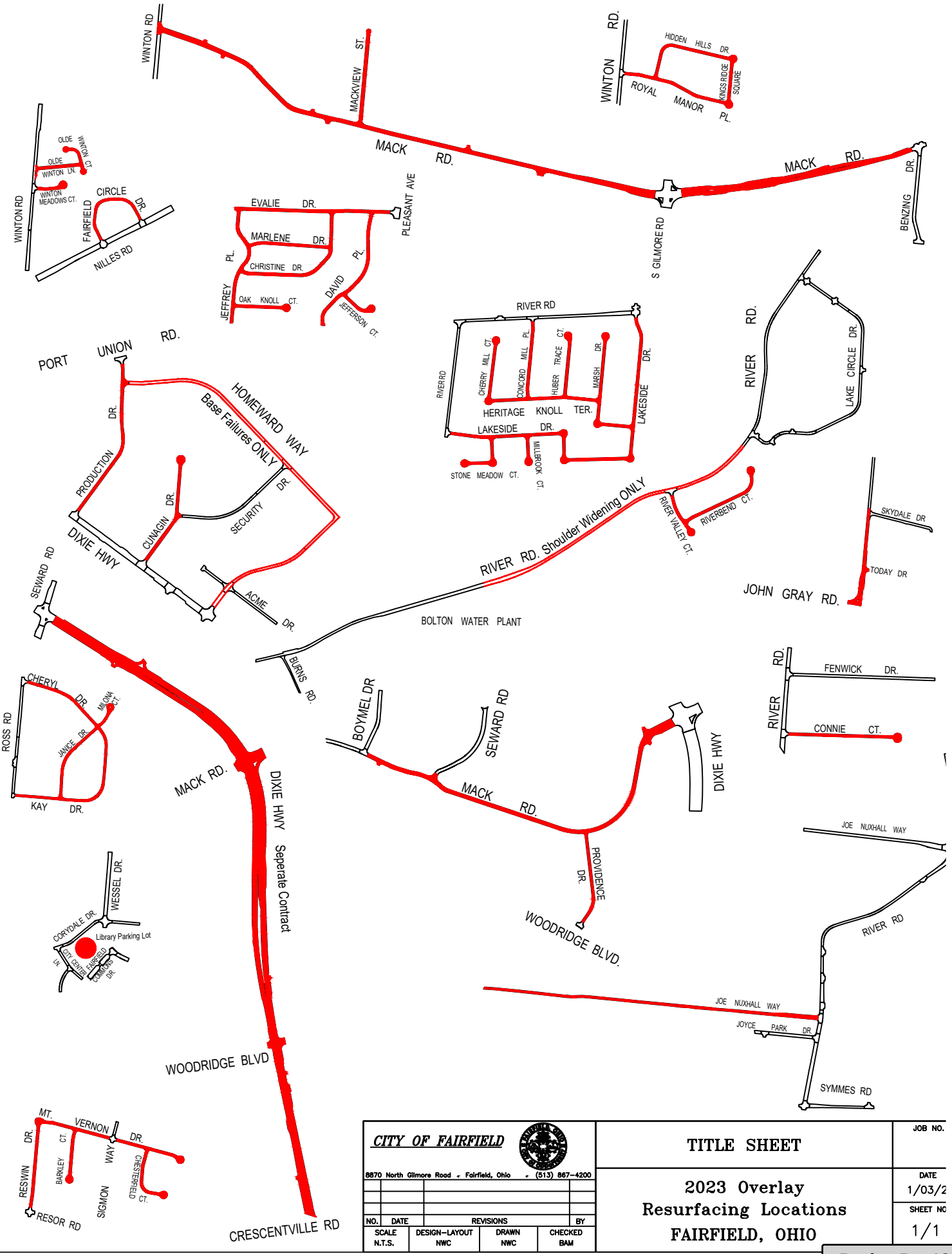
Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. 2023 Overlay
2. 2021 Concrete Curb Project - Bid Results

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)



CITY OF FAIRFIELD

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

NO.	DATE	REVISIONS	BY

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

TITLE SHEET

2023 Overlay Resurfacing Locations FAIRFIELD, OHIO

JOB NO.

DATE 1/03/2

SHEET NO 1/1

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

City of Fairfield
Bid Tabulation for "2021 Concrete Curb Project"
Bid Opening: February 1, 2021, City of Fairfield Council Chambers
Estimate - $783,252.00 1 yr.

	Adleta Construction	**RA Miller Construction**	**Prus Construction Co.**	**Fillmore Construction LLC**
	PO Box 15872 Cincinnati, OH 45215 513-554-1469	4148 Augspurger Road Hamilton, OH 45011 513-896-5011	5325 Wooster Road Cincinnati, OH 45226 513-321-7774	11741 State Route 72 Leesburg, OH 45135 937-780-1301

Description	Bid Unit	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3
Concrete Curb & Gutter - Partial (11,560 feet)	Foot	$ 41.00	$ 43.00	$ 45.00	$ 43.00	$ 46.25	$ 48.55	$ 31.00	$ 35.00	$ 40.00	$ 40.00	$ 45.00	$ 50.00
Complete Curb Replacement (895 Feet)	Foot	$ 27.20	$ 28.50	$ 29.00	$ 28.95	$ 31.00	$ 32.50	$ 29.00	$ 30.00	$ 32.00	$ 50.00	$ 55.00	$ 60.00
Curb Ramps (with truncated domes) (70 each)	Each	$ 350.00	$ 367.00	$ 385.00	$ 250.00	$ 275.00	$ 300.00	$ 450.00	$ 500.00	$ 550.00	$ 1,285.00	$ 1,385.00	$ 1,485.00
Concrete Sidewalk - 4" Thick (Curb Ramp Areas) (6,300 SF)	SF	$ 11.30	$ 11.85	$ 12.45	$ 10.50	$ 11.35	$ 12.25	$ 8.75	$ 9.00	$ 9.50	$ 15.00	$ 20.00	$ 25.00
Modified Type 6 Curb (Lawn curb) (as needed)	Foot	$ 50.00	$ 55.00	$ 60.00	$ 30.00	$ 30.00	$ 35.00	$ 30.00	$ 32.00	$ 34.00	$ 50.00	$ 55.00	$ 60.00
ODOT Type 2 Curb and Gutter (as needed)	Foot	$ 70.00	$ 75.00	$ 80.00	$ 45.00	$ 50.00	$ 55.00	$ 40.00	$ 42.00	$ 45.00	$ 50.00	$ 55.00	$ 60.00
ODOT Type 3 Curb and Gutter (as needed)	Foot	$ 64.00	$ 70.00	$ 75.00	$ 45.00	$ 50.00	$ 55.00	$ 40.00	$ 42.00	$ 45.00	$ 50.00	$ 55.00	$ 60.00
Full Depth Concrete Pavement Repair SY (as needed)	SY	$ 138.00	$ 145.00	$ 150.00	$ 135.00	$ 145.00	$ 155.00	$ 130.00	$ 140.00	$ 150.00	$ 100.00	$ 110.00	$ 120.00
Concrete Curb & Gutter - Misc. (approx. 1,500 feet)	Foot	$ 52.00	$ 56.00	$ 58.00	$ 57.00	$ 61.50	$ 64.50	$ 35.00	$ 39.00	$ 42.00	$ 50.00	$ 55.00	$ 60.00
Concrete Driveway Aprons - 7" thick (approx. 2,000 SF)	SF	$ 12.00	$ 13.00	$ 15.00	$ 16.80	$ 18.10	$ 19.20	$ 9.75	$ 10.00	$ 10.75	$ 20.00	$ 25.00	$ 30.00
Concrete Driveway Aprons - 9" thick (approx. 700 SF)	SF	$ 18.00	$ 19.00	$ 21.00	$ 17.80	$ 19.25	$ 20.20	$ 11.00	$ 11.50	$ 12.00	$ 25.00	$ 30.00	$ 35.00
Concrete Sidewalks - 4" thick - Misc. (3,500 SF)	SF	$ 11.60	$ 13.00	$ 14.00	$ 12.75	$ 13.75	$ 14.50	$ 9.50	$ 9.75	$ 10.50	$ 10.00	$ 15.00	$ 20.00
Total Base Bid (Yr. 1 Only)		$ 749,516.00			$ 782,825.25			$ 583,890.00			$ 859,100.00		

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 bidder.

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Engineering Appropriation for Upper Harbin Park Area

Legislation Title:
Engineering Appropriation for Upper Harbin Park Area

Recommendation:
It is recommended that City Council authorize the funding in the amount shown in the Financial Impact section.

Background/Synopsis:

It is necessary for additional funding for engineering for Human Nature and their subconsultant team to develop plans for the upper Harbin Park area.

The original scope developed last year for Upper Harbin Park was for a playground and splash pad. The project is being revised to increase the water activity area and amenities, add a parking lot adjacent to the playground area, and add a building to house the equipment needed for a water activity area. The building will also serve as a replacement shelter and additional restroom.

Some redesign is required in order to ensure that the project is consistent with the master plan for Harbin and the desires of the community. Utility coordination and design plans will take us through the spring with the intent being to begin construction later this summer and order playground materials as soon as is practical. Construction is likely to be completed next spring with every effort being made to keep as much of the park open and usable to the public as possible.

Attached is a detailed explanation of the contract addendum.

This engineering funding is programmed in the current 2023-2027 CIP as 3PW50.

Financial Impact:

$75,000.00 in total funding from the Park Development Fund ($69,775.00 with $5,225.00 for contingencies and other Harbin Park project needs).

Emergency Provision Explanation:

A suspension of rules and emergency provision is requested in order to accelerate this work as much as possible.

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. Harbin Park Playground - Contract Addendum 01

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

Human Nature, Inc.
990 St. Paul Drive
Cincinnati, OH 45206
T: 513.281.2211
www.humannature.cc

CONTRACT ADDENDUM 01

DATE: 16 February 2023	RE: Additional Scope Request
PROJECT: Harbin Park Playground	
TO: Nick Dill, City Engineer, City of Fairfield	PAGE **1** of **3**

Nick
Thank you for meeting with us and reviewing your feedback on the 60% Design Documents for Harbin Park Playground. As a result of that meeting, we understand the project scope is changing and growing from our original agreement signed May 6, 2022, requiring this contract addendum request. The owner-requested changes are exciting additions to enhance the original project and we're excited to work with you on these changes. The changes as we understand them to be include:

- Owner directed change of playground and water play equipment supplier from Gametime/Water Odessey (original owner-directed supplier) to Penchura representing Landscape Structures Inc (LSI) and Aquatix (for water play). This project will still be considered a sole-sourced equipment project and we will now note LSI and Aquatix as basis of design for their respective equipment. Standard equipment will be researched and selected for LSI and Aquatix, no custom equipment should be included.
- It is the request of the Owner to increase the water play area roughly twice the size and the playground should reduce to accommodate the growth of the water play area. Additional pieces of equipment will be selected and arranged in the new larger water play area and less equipment will be selected for the playground.
- Aquatix (instead of Water Odyssey) will now assist in the conceptual design of the water play and be responsible for providing engineering and permit drawings for the complete water play system (including but not limited to: mechanics, pumps and reservoir) after they are awarded the project. Their engineering will pick up from the point of connection provided by the design team. Water and electrical needs will be determined by Aquatix and provided to design team to provide necessary connections.
- Owner-directed change on the aesthetic of the equipment from nature theme to a more contemporary feel for the playground. New equipment will be selected from LSI to reflect this new aesthetic and a reduction in play equipment and play surfacing will reflect the water play increase size.
- Project budget increase to $3mil from the original $2.3m
- Add a parking lot for approximately 50 cars and provide accessible access to both water play and playground
- Shelter structure is being added to the concrete pad that was a place holder for an owner-provided shelter. The size, location and shape of the shelter will be determined as it is integrated into the design. The shelter design should be based on the design intent of the Grange Park shelter but will need to be modified per Owner and project needs. The changes include materials and changing the restrooms and mechanical room. The addition of associated mechanical, electrical and plumbing

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

engineering for restrooms and mechanical room are included in this additional scope. Architectural and structural engineering services are added to provide bid and construction-ready documents.
- Add demolition to the project documents. As previously directed, the demo of the existing shelters and other existing elements was "by Owner" but it is now requested the demolition to be included in the playground project and construction documents.
- Add a trail loop around the new parking lot and playground to serve as a "by-pass" of the playground/water play area for the park loop. This will likely become an add alternative in the bid process but should be conceptualized and designed.
- Plantings will be reduced and minimized from what was shown in 60% design
- Irrigation is being removed from the project
- New cost estimate based on 60% design drawings and preliminary cost estimate based on progress Schematic Design drawings; a full schematic design package will not be produced, see below

With the change in design direction, we see the need to step back into a schematic design phase to work through the more impactful design changes to the overall site: water play increased size and its impact on the playground; adding the shelter and parking lot; change in play manufacturer and selecting different pieces of equipment for review/approval. The schematic design phase will be expedited and will not include a formal review submittal but instead will be reviewed during progress meetings with the City. The full design team will be engaged on a limited bases as needed for coordination. After the redesign is approved and new equipment is selected, we will move into a revised 60% design effort and provide a formal submittal at the completion of 60% design to same level of detail that was provided in December 2022 for review by the City. We will fully engage the design team during 60%.

In order to add the shelter to the project, we are expanding our project team to include von Euw Tetrault for architectural services to design and detail the structure for bidding and construction. They will use the Grange Park shelter as design intent and make modifications necessary to accommodate project needs and City's-requested changes. We will also be removing CID from our original design team as the irrigation design team member due to the removal of irrigation from the project.

Below is our anticipated schedule:
- Expedited Schematic Design (limited design team involvement): 4-6 weeks
- 60% Redesign (design team fully engaged): 8 weeks
- 100% Design ready for bidding: 8-10 weeks (no change from original agreement)

As summarized below, the additional fee request is broken down by design team member as our original contract was. The fees will be billed hourly based on time and material per the terms and rates of our original agreement. All other terms of our original agreement will be maintained.

Team Member	Additional Fee Request
Human Nature	$46,525
IBI (Civil Engineer)	$9,500
Motz Engineering (Electrical/Plumbing Engineer)	$5,750
von Euw Tetrault (Architect)	$11,000
Frondorf Estimating	$4,500
CID Irrigation Design (credit)	($7,500)
Additional Fee Request Total	**$69,775**

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

Please review these requested changes and let us know if you have any questions or comments. If this is acceptable, please sign this agreement or provide us with your standard agreement addendum. We look forward to continuing working the City of Fairfield to revise and finish out the design strongly and see it through Construction. It will be an incredible playground for the community.

Respectfully submitted,

Gary Wolnitzek
Principal – Co Founder
Human Nature, Inc.

Accepted
City of Fairfield

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

City Council Action Item
Regular Meeting - March 13, 2023

Submitted by: Adam Sackenheim,
Submitting Department: Public Utilities

Subject:
Contingency funds restored from 2022 for 2023 - various projects - Public Utilities

Legislation Title:
Contingency funds restored from 2022 for 2023 - various projects - Public Utilities

Recommendation:

Background/Synopsis:

Certain contingency funds were authorized in 2022 for various Public Utilities Department Capital Improvement Program (CIP) projects, but funds were not formally appropriated in 2022. As several projects have extended into 2023, City staff is requesting that these contingency funds be restored for use in 2023. The projects and amounts are outlined under the Financial Impact section:

Financial Impact:

Project 2WT22 - New Production Wells:
Contingency funding to be restored:
$39,600.00

Project 2WW21 - Commerce Center Sewer:
Contingency funding to be restored:
$37,172.00

Rule Suspension Requested:

Emergency Provision Needed:

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Contingency Funds Restored from 2022 for 2023 – Route 4, Michael Lane & Camelot Drive Intersection
Legislation Title:
Contingency Funds Restored from 2022 for 2023 – Route 4, Michael Lane & Camelot Drive Intersection Improvements (BUT-4-3.56 PID 108270)

Recommendation:
The staff recommends that City Council authorize funding be restored in the amount listed under the financial impact.

Background/Synopsis:

The Route 4, Michael Lane & Camelot Drive Intersection project included a remaining contingency of $106,608.35 from the Street Improvement Fund.

The contingency was awarded in 2022 but only a portion had been used yet as the project stretched into the next calendar year.

The main reason for this project delaying into 2023 is the incredibly long lead time from ordering to receiving traffic signal poles. The poles were ordered by the contractor nearly a year before taking receipt of them.

Financial Impact:

$106,608.35 from the Street Improvement Fund.

Emergency Provision Explanation:

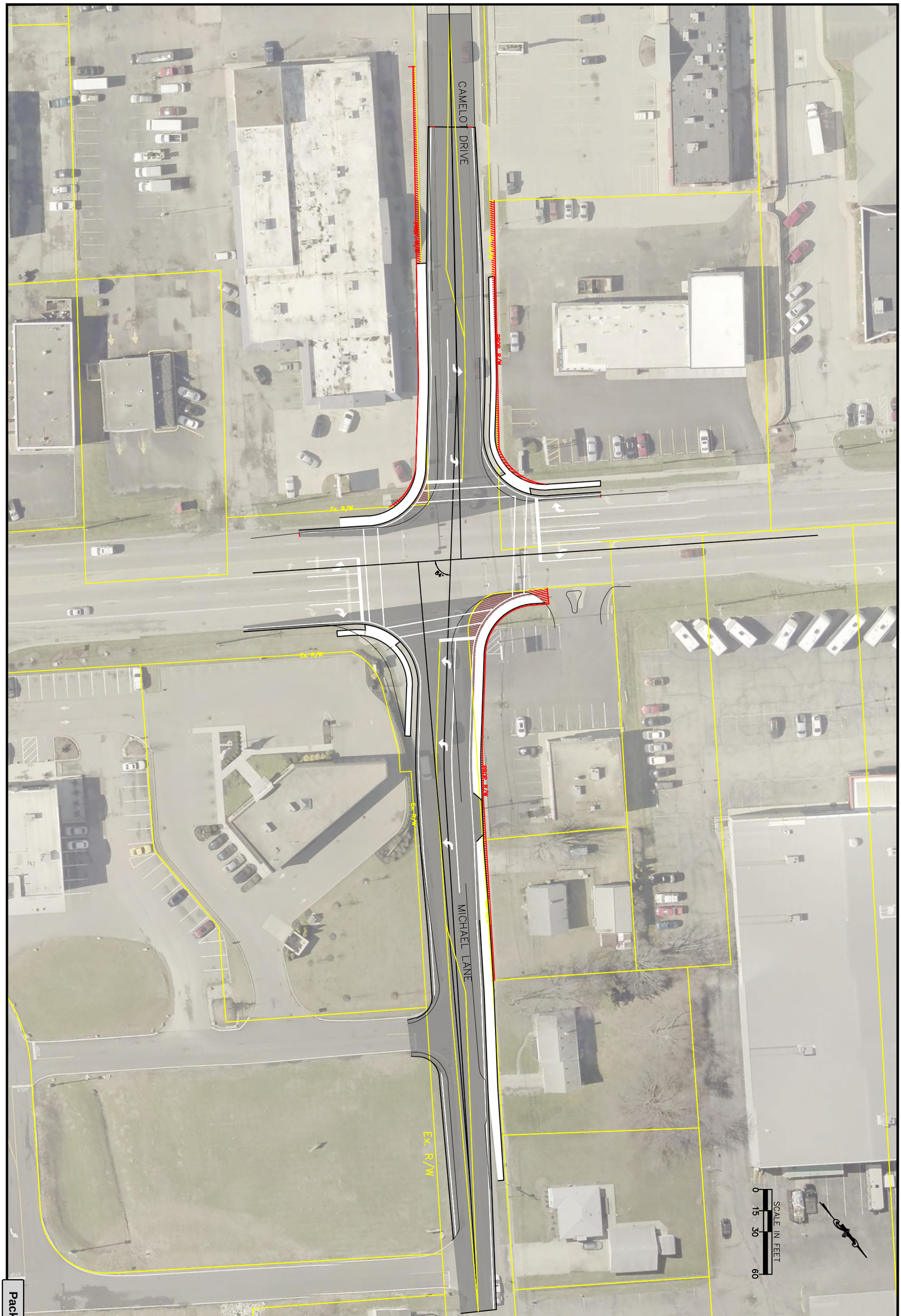
Not applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Route 4 and Michael-Camelot Concept

Attachment: ContractualAppropriations.031323 (3477 : Contractual Appropriations)



SR 4 AND CAMELOT DRIVE INTERSECTION IMPROVEMENTS
CITY OF FAIRFIELD

REVISIONS:

FILE NAME
REVISED: 00/

DRAWN B
MKG

CHECKED E
CCE

PROJECT N
BUTF AI170

DATE
1/4/201

SHEET NUMBER

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500

Choice One Engineering

Attachment: ContractualAppropriations.031323 (3477 : 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 Park Development Fund**	**$75,000**
To:	41316025-252100 Park Improvements *(Upper Harbin Park Engineering (3PR50)*	$75,000
From:	**Unappropriated Street Improvement Fund**	**$811,609**
To:	40116025-252000 Improvements Other Than Building *(Concrete Repair (3PW07 [$650,000]);* *(Michael/Camelot Intersection (2PW27 [106,609]);* *(Pleasant Avenue Right of Way (3PW35 [$55,000])*	$811,609
From:	**Unappropriated Capital Improvement Fund**	**$541,683**
To:	40216025-253200 Capital Equipment *(Toro 4000 Mower (3PR13 [$120,000]); (Fairway Mower (3RC04 [$95,000]); (Case 590 Backhoe (3FT66 [$140,000]); (Fire Turnout Gear (3FD01 [$57,783])*	$412,783
To:	40216025-252000 Improvements Other Than Bldg. *(Flock Automated License Plate Reader (3PD04)*	$128,900
From:	**Unappropriated Water Surplus Fund**	**$39,600**
To:	60516025-252000 Improvements Other Than Building *(New Production Wells 2WT22)*	$39,600

Attachment: Contractual 3-13-Ord [Revision 1] (3477 : Contractual Appropriations)

From:	**Unappropriated Sewer Surplus Fund**	**$37,172**
To:	62416025-252000 Improvements Other Than Building *(Commerce Center Sewers 2WW21)*	$37,172

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

Passed _____ _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

_____
Clerk of Council

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

_____
Clerk of Council

Active Clients\City of Fairfield\Ordinances\2023\Contractual 3-13-Ord

Attachment: Contractual 3-13-Ord [Revision 1] (3477 : Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 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.

$7,000 for Wastewater Division - Access Platforms;
$20,000 for crack sealing;
$10,000 for CCTV cameras for Central Traffic System;
$9,878 for aerial photography for city-wide GIS Imagery update;
$9,000 for scanner replacement at Public Works;
$28,539 for trip hazard sidewalk repair;
$75,000 for replacement of park site amenities (multiple vendors);
$49,300 for Community Arts Center upgrades and improvements;
$19,000 for Parks Facilities maintenance items;
$10,500 for Water Division - tree removal;
$16,305 for Water Division - Port Union Tank SCADA Integration;
$30,000 for Police Vehicle equipment;
$16,000 for purchase of Toro Z Master 6000 for Street Division;
$8,155 for evidence processing equipment;
$5,700 for Safety Town Project;
$30,000 for emergency drainage repair.

Financial Impact: $344,377.00 from noted funding source.

Rule Suspension Requested:
Yes

Emergency Provision Needed:

No

Attachments:
1. NonContractualAppropriations.031323
2. NonContractual 3-13-Ord

City Council Information Item
Regular Meeting - March 13, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Wastewater Division - Access Platforms

Legislation Title:
Wastewater Division - Access and Maintenance Platforms

Background/Synopsis:

The Wastewater Division recently installed a Schwing Bioset Screw Press which is utilized to process and dewater sewage sludge. The processed sewage sludge is classified as a Class B Biosolid which is beneficially reused and land-applied on farm fields as a soil amendment. The Biosolid contains nitrogen, phosphorus and potassium, which ultimately promotes crop growth.

The requested appropriation is for the purchase of Screw Press Access Platforms which are needed for Screw Press maintenance purposes.

A cost estimate from Upside Innovations has been attached for review.

Financial Impact:

An appropriation in the amount of $7,000.00 is being requested for the purchase of Screw Press Access Platforms for the City's Wastewater Treatment Plant. Additional funding needed for this project will be secured from the Wastewater Division's Operating Budget if needed.

Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project 3WW18, Screw Press Platform. The funding source is the Sewer Surplus Fund, 624.

Attachments:
1. 22-12-225-A City of Fairfield Waste Water

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

WW Plant

Prepared for:
City of Fairfield
Jason Hunold
5021 Groh LN
Fairfield, OH 45014
513-858-8348

Project information:
4799 Groh Lane
Fairfield, OH 45014

Account Manager:
Bill Carroll
Director of Sales
Cell: 513-509-2195
Email: bcarroll@upsideinnovations.com

Thank you for choosing Upside Innovations for your access solutions need, it was a pleasure preparing this quote for you. Upside Innovations is commited to creating the highest quality products for our customers. Our team pays attention to every last detail so you don't have to.

You can click on the links below in our Frequently Asked Questions section for further information on our company, or you can always contact me directly with those questions. We look forward to working with you on this project.

Best regards

Bill Carroll

Frequently Asked Questions

Why Upside
Compliance Guideline
How to measure for your ramp
Aluminum vs. wood
Shipping process
Installation instructions
Payment policy
Credit application

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Account Manager:
Bill Carroll
Director of Sales
Cell: 513-509-2195
Email: bcarroll@upsideinnovations.com

Quote

22-12-225-A

Quote information
Freight Terms: Delivered
Expiraton Date: 1/14/2023
Payment Terms: TBD

Prepared for:
City of Fairfield
Jason Hunold
5021 Groh LN
Fairfield, OH 45014

Project information:
4799 Groh Lane
Fairfield, OH 45014

Qty	Description	Unit Price	Line Total
1	36" Ship Ladder Step w/ 48" x 72" Platforms (Cantilever legs 6-1/2")	$2,892.00	$2,892.00
1	36" Ship Ladder Step w/ 36" x 72" Platforms (Custom, Cantilever legs 6-1/2"))	$3,105.00	$3,105.00
1	Custom Trailer DoubleTop Step 36" Wide	$1,105.00	$1,105.00
1	Install/Freight	$1,255.00	$1,255.00
		Total	**$8,357.00**

Ordering Information

Terms & conditions
Credit application
AcceptQuote and place order

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

UPSIDE

Why Upside?

We make your problems our problems. The Upside Team is constantly evolving to find the best way to solve your access challenges, both easy and difficult.

The Right Application

The Upside Team will help you find the right application by defining mandatory compliance and discussing the necessary measurements for the job.

Options

Once the right access application is found, receive the right terms. Purchase, lease and receive professional installation of our product.

Quick Turnaround

When you need a budgetary number, our sales team will deliver a quote within 24hrs.

Complete Compliance

Our engineering staff is on hand to make certain the aluminum product you're receiving are always compliant for OSHA or ADA/IBC standards.

Certified Inspection

Our welds go through an internal inspection and are certified by Upside Master Welders before they leave our facility.

No longer fear the inspector

To ensure your installation goes without a hitch and is compliant, a white glove inspection is conducted by all Upside certified installers.

Upside Innovations 5470 Spellmire Drive, West Chester, OH 45246

Phone 513-889-2492 **Fax** 513-672-2124 **Email** solutions@upsideinnovations.com **Web** www.UpsideInnovations.com

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation of funding for Crack Sealing by Buck Pavement Restoration LLC

Legislation Title:
Appropriation of funding for Crack Sealing by Buck Pavement Restoration LLC

Recommendation:
It is recommended that City Council authorize an appropriation of $20,000.00 from the Street Improvement Fund) for Crack Sealing of various streets by Buck Pavement Restoration LLC of Toledo, Ohio.

Background/Synopsis:

The contracting of crack sealing of various existing streets is identified by Public Works staff. This project is programmed in the current 2023-2027 Capital Improvements Program as 3PW13.

The item proposed for this project was awarded to the vendor based on them matching the state bid pricing through the Ohio Department of Transportation Cooperative Purchasing Program as ODOT Type 4 Polymer Sealant with 2% Fiber at a bid price of $1.59 per pound for material, labor, and equipment for crack sealing.

The contractor agreed to honor last year's state bid pricing that is in effect until February 28, 2023.

All final locations for this year's streets have not been identified but will typically include streets that were paved 3-6 years ago. Streets may be added or deleted as material allows.

The Public Works Department has had some difficulty in finding contractors to perform this work. For 2023, we will keep the amount of contracted work low and supplement the crack sealing by also using our own crews to do additional streets. The contractor selected is a new vendor and is not on the state bid list but has performed work for other cities in the area and is matching the state bid price of our previous contractor.

Financial Impact:

$20,000.00 ($19,080.00 base bid with $992.00 in contingency) from the Street Improvement Fund for various City streets.

Emergency Provision Explanation:

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Estimate_1056_from_Buck_Pavement_Restoration_LLC
2. State Bid Pricing

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Buck Pavement Restoration LLC
2712 Victory Ave Suite B
OH
+1 4194601337
josiebpr@gmail.com

Estimate

ADDRESS
FairField

ESTIMATE # 1056
DATE 02/17/2023

	QTY	RATE	AMOUNT
Crack Seal Blow Cracks with compressed air of all loose dirt and Debris. Apply state spec type 4	12,000	1.59	19,080.00

Staying with the $1.59 per/lb. for last year. would be 12,000 lbs. please send street list and map if possible when you have them. The earliest I will know the final schedule is mid May.

TOTAL **$19,080.00**

Accepted By

Accepted Date

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Sealing, HOT APPLIED (423)

Vendor Name: J and A Construction Inc.

Please quote your lowest net unit price per pound applied for crack and joint sealant materials all in accordance with the Construction and Material Specification 423 and provisions contained herein, firm for the contract duration. Do not use ditto marks, arrows or other markings in lieu of the actual unit price. Do not insert a unit cost with more than 3 digits to the right of the decimal point. Digits beyond 3 after the decimal point will be dropped. Invoices will only be paid to the 3rd decimal point. You may bid on any or all Districts in accordance to the attached map: All products must conform to the 2019 Construction and Materials Specifications 423.

Dist. *	Type 1	Type 1 with Routing	Type I with Sawing	Type II	Fibers Type III	Type IV
			Cost Per Pound Applied			
1	$1.490	$15.000	$23.000	$2.250	$2.450	$1.590
2	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
3	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
4	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
5	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
6	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
7	$1.490	$15.000	$23.000	$2.250	$2.450	$1.590
8	$1.490	$15.000	$23.000	$2.250	$2.450	$1.590
9	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
10	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
11	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740
12	$1.650	$15.000	$23.000	$2.250	$2.450	$1.740

ALTERNATE MATERIALS: Bidder must specify Type

Dist. *	ALTERNATE 1			ALTERNATE 2		
	Cost Per Pound Applied	Type	Product Name	Cost Per Pound Applied	Type	Product Name
1	$0.730		Labor and Equipment	$1.890		Mastic One
2	$0.790		Labor and Equipment	$2.050		Mastic One
3	$0.790		Labor and Equipment	$2.050		Mastic One
4	$0.790		Labor and Equipment	$2.050		Mastic One
5	$0.790		Labor and Equipment	$2.050		Mastic One
6	$0.790		Labor and Equipment	$2.050		Mastic One
7	$0.730		Labor and Equipment	$1.890		Mastic One
8	$0.730		Labor and Equipment	$1.890		Mastic One
9	$0.790		Labor and Equipment	$2.050		Mastic One
10	$0.790		Labor and Equipment	$2.050		Mastic One
11	$0.790		Labor and Equipment	$2.050		Mastic One

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation of funding for CCTV (Closed Circuit Television) Cameras for Central Traffic System
Legislation Title:
Appropriation of funding for CCTV (Closed Circuit Television) Cameras for Central Traffic System

Recommendation:
It is recommended that City Council authorize an appropriation as describe in the Financial Impact section for the purchase of cameras by Public Works through purchase orders.

Background/Synopsis:

This is for the purchase of replacement CCTV cameras for the City's Central Traffic System. Both Public Works and Police/Fire Dispatchers have the ability to monitor these cameras.

The existing cameras were originally installed at select signalized intersections with a federal grant project aimed at upgrading the City's traffic system in 2010.

These cameras often exceed their useful life expectancy of 5-7 years and most have been replaced already with higher definition cameras. Some cameras have been added to better assist the City's Dispatch Center, including seven additional cameras with the 2019 ITS Phase 2 project. We have 44 CCTV cameras currently on our system of varying ages.

This project is programmed in the current 2023-2027 Capital Improvements Program as 3PW15.

Financial Impact:

Total of $10,000.00 ($5,000.00 from the Law Enforcement Fund and $5,000.00 from the Capital Improvement Fund).

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Aerial Photography to Update City-wide GIS Imagery

Legislation Title:
Aerial Photography to Update City-wide GIS Imagery

Recommendation:
It is recommended that City Council appropriate funds from the various funds listed above in the amount of $9,878.00 for the expenses referenced above.

Background/Synopsis:

$30,000 was programmed in the 2023-2027 Capital Improvements Program to address the need for updated imagery. The aerial photography will be flown by the county this year and imagery resolution will be completed and available for use by the City. The City is paying for contour data to be updated and provided to us.

The funding included in the Capital Improvements Program is being requested as follows:

$3293.00 from the General Fund included in the 2023-2027 CIP under item 3PW29.
$3293.00 from the Street Fund included in the 2023-2027 CIP under item 3PW29.
$1646.00 from the Sewer Surplus Fund included in the 2023-2027 CIP under item 3PW29.
$1646.00 from the Water Surplus Fund included in the 2023-2027 CIP under item 3PW29.

The City's geographic information system used by the public and by staff will be updated and improved from the 2020 aerial imagery. This project will include updated contour information which has not been done since 2013.

Woolpert's proposal is based on the Ohio Statewide Imagery Program format and their proposal was selected based on that program.

Financial Impact:

$9,878.00 from multiple funds. These expenses are included in the CIP under multiple funds as this is a cooperative effort between multiple departments.

Emergency Provision Explanation:

Not applicable.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Woolpert_City_of_Fairfield_OH_2_foot_contours_2_15_2023

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

WOOLPERT

February 15, 2023

Mr. Jeff Trimmer
GIS Analyst
City of Fairfield, OH
701 Wessel Drive
Fairfield, OH 45014

RE: City of Fairfield, Ohio – 2023 2-foot Contours

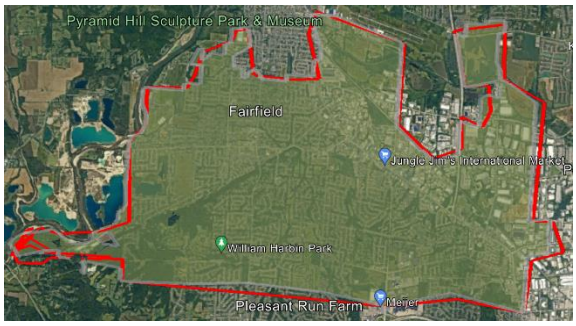
Dear Mr. Trimmer:

Woolpert is pleased to submit our scope and fee proposal for the 2023 City of Fairfield, Ohio – 2-foot contours. The proposed base mapping will be contracted through the Ohio Statewide Imagery Program (CSP#0A1177).

Project Understanding and Area

Woolpert understands that the City of Fairfield, OH is interested in obtaining new 2-foot contours to support both local municipality and county GIS business objectives.

The project area consists of the boundary of the City of Fairfield (approx. 20.92 square miles), plus a 100ft buffer.



The 2023 project consists of the following options:

- 2-foot contours

Project Approach

Aerial Imagery Acquisition

Woolpert will acquire new color digital imagery during the winter/spring of 2023 for Butler County and this imagery will also include the City of Fairfield. The aerial imagery will be acquired at a flying height capable of producing orthoimagery at a 3-inch pixel resolution during leaf-off conditions (based upon weather, some leaf-on conditions may exist), during ground conditions when rivers/streams are contained within their normal banks. The aerial imagery will also be acquired when the solar angle is at or above 25-degrees and when cloud cover (cumulus clouds) is 5% or less.

ABGPS/Ground Control

Woolpert will utilize new (if required) and existing horizontal/vertical ground control survey and new airborne GPS to support the 2-foot contour production.

Woolpert, Inc.
One Easton Oval, Suite 400
Columbus, OH 43219-6062
614.476.6000

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Horizontal and Vertical Control Survey

The following datums will be used:

- Horizontal datum: North American Datum 1983 (HARN)
- Vertical datum: North American Vertical Datum 1988 (NAVD88)
- Coordinate System: Ohio State Plane, South Zone
- Geoid Model: GEOID03
- Units: US Survey Feet

2-Foot Contours

Woolpert will utilize the new color digital imagery being acquired for Butler County during the winter/spring of 2023 to produce the new 2-foot contours for the City of Fairfield.

Schedule

The new 2-foot contours will be delivered on or before June 30, 2023.

Deliverables

Woolpert will deliver the following for 2023:

- 2-foot contours

Fee

The project fee will be considered as "lump sum" fee. Woolpert will invoice the City of Fairfield each month based upon percent complete. All invoices are to be paid within 30 days.

2023 2-foot contours…… $9,878.00

Woolpert appreciates the opportunity to present this price proposal and we look forward to working with you again. If you have any questions or need further clarification regarding the above, please call me at 614.827.6155. I can also be reached via e-mail: brian.stevens@woolpert.com.

Sincerely,

Woolpert, Inc.

Brian Stevens, CP, GISP
VP, Program Director

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation of Funds for Public Works Facility Upgrades - Scanner Replacement

Legislation Title:
Appropriation of Funds for Public Works Facility Upgrades - Scanner Replacement

Recommendation:
It is recommended that funding be appropriated from the Street Improvement Fund in the amount of $9,000.00 for the proposed improvements at the Public Works Facility.

Background/Synopsis:

The Public Works Department is requesting funding from the Capital Improvement Program for a scanner/plotter replacement at the Public Works Facility on 8870 North Gilmore Road.

The quote from Daycad for $7,995.49 is for the delivery and installation of a new DesignJet T2600 Single Roll 36-inch Scanner/Plotter.

This is a need for the Public Works Department as the existing scanner/plotter is obsolete and replacement parts cannot be found to keep it operational.

We may use any remaining funding for purchases which will improve our operations and ability to respond to both routine and emergency situations.

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

Financial Impact:

$9,000.00 ($7,995.49 plus $1,004.51 for contingency or other Public Works needs) from the Street Improvement Fund for the materials to replace the existing scanner/plotter at the Public Works Facility.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Emergency Provision Needed:
No

Attachments:
1. 2023 New_T2600_36_Single Roll MFP

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

DAYCAD
AMERICA'S LARGE FORMAT PROFESSIONALS
888.649.5624

Gold Designjet Specialist
Elite Business Partner

January 31, 2023

Qty	Description	Price	Extended
1	**3XB78A DesignJet T2600 Single Roll 36-in PostScript MFP**	10,994.99	10,994.99
	New network printer, scanner, stand, stacker	*included*	*included*
	Postscript, Adobe PDF, HP PCL3 GUI RIP	*included*	*included*
	full set 44ml Ink cartridges & printhead	*included*	*included*
	500G Hard disk, 128 GB RIP memory, startup DVD	*included*	*included*
	Optional Services		
	Installation Packages		
1	H4518E Professional Installation, Set-Up & Training	99.99 - 699.99	299.99
1	Professional Installation Prebate Credit	-299.99	-299.99
	Warranties & Extended warranties		
1	One Year Onsite HP Warranty	*included*	*included*
	UB9P6E Three Year extended Onsite HP Warranty	1,499.99	.
	UB9P8E Five Year extended Onsite HP Warranty	2,699.99	.
	Additional Discounts and Rebates*		
1	Net 00 Discount	-999.50	-999.50
1	Trade in discount w Net 00 T2530	-2,000.00	-2,000.00
	Freight		
	FOB Motor Carrier Standard Dock to Dock	*included TO $150*	*included*
	Liftgate or residential service	120.00	
	Liftgate with inside delivery	150.00	
	White Glove / No Touch - estimate*	250.00	
		TOTAL	7,995.49

Designjet T2600
Single Roll Package
as quoted above

$7,995.49

$222.10 per month* 36 fmv

Ohio shipments and will calls subject to sales tax
** Contact a Designjet US specialist for terms and conditions*
*To order call **888.649.5624** or email DesignjetUS@Daycad.com*
All information on this page is subject to change without notice

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Trip Hazard Sidewalk Repair Via Cutting – 2023 Sidewalk Program

Legislation Title:
Trip Hazard Sidewalk Repair Via Cutting – 2023 Sidewalk Program

Recommendation:
It is recommended that City Council authorize an appropriation of $28,539.00 from the General Fund for sidewalk repair by Precision Concrete.

Background/Synopsis:

This project is to perform the repair of sidewalk without removing entire concrete blocks. Precision Concrete Cutting uses cutting rather than grinding for a cleaner, neater, and quicker process. This process is a green solution that has less impact on landfills and also has less disruption to the public.

This project is to be used in conjunction with this year's Sidewalk Replacement Program. It is the City's intent to use this method whenever practical in an effort to save residents money and to limit inconvenience.

This process has been used for the last several years as part of our sidewalk program and this company has performed cuts in all four wards. The process has been widely accepted with very little negative feedback. The process was used originally by the City in 2013 to perform nearly 100 cuts in the Village Green Park area and a few other locations near the Municipal building, annex building, etc. Precision has been performing sidewalk cutting for residents as part of the City's Sidewalk Program since 2014. This method brings sidewalk into ADA compliance while making these sidewalks safer and more accessible for our residents. This work will be done with far less disruption than with traditional concrete removal and replacement.

Staff has identified 453 trip hazards to be cut with this method this year. The cutting method will result in a savings of more than 50% for most sidewalk block replacements. The City will send out a letter to residents advising them if their property will be one in which a block can be cut instead of replaced. The City will employ the cutting method when applicable unless the owner directs us to replace the block instead. Property owners have 60 days in which to complete the replacement themselves or to notify Public Works that they would like to pay the additional expense for replacement rather than use the cutting method.

Staff has procured a quote from Precision Concrete Cutting for their proprietary process and

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

worked with them to obtain the best price possible for City residents. Precision has agreed to a price of $63.00 per cut for 2023.

The project is programmed in the 2023-2027 CIP as 3PW16.

Financial Impact:

$28,539.00 from the General Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. City of Fairfield 2023_Trip Hazard Repair

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Contact: Al Schwecke
Phone: 513-900-7364
als@safesidewalks.com

SIDEWALK TRIP HAZARD REPAIR PROPOSAL:

2023

Sidewalk Project

Presented to: Ben Mann
March 2022

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

EXECUTIVE SUMMARY

Precision Concrete Cutting uses proprietary and patented cutting technology to repair trip hazards. Our work is guaranteed to offer the following benefits:

- **Cost Savings** - Remove trip hazards at a fraction of the cost of other methods.
- **ADA Compliance** - Approved and compliant with ADA standards.
- **Clean** - No mess left behind. No resident complaints.
- **Safety** - Decrease liability on your pedestrian walkways, increase safety.
- **Detailed Reporting** - Invoices show measurements, locations, and cost for each hazard.
- **Low Impact** - Average removal time is 20 minutes, no sidewalk closures.
- **Full Service Contractor** - Complete GIS integration, mapping, etc.

U.S. GREEN BUILDING COUNCIL MEMBER

ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service.

Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds).

Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

TOTAL ESTIMATE AMOUNT (2022)

Ben Mann - City Engineer

- 5350 Pleasant Ave.
- Fairfield, OH 45014
- (513) 867-4213
- bmann@fairfield-city.org

All Hazards-1/2" and Above

- 1:12 Slope Ratio
- Dust Abatement Used
- ADA Compliance
- 100% Clean-up / Waste Removal
- 453 Trip Hazards
- $63.00/Hazard

$28,539.00

Time Frame:

- 3-4 Weeks (est.)

All options will be performed using our patented saw cutting technique resulting in an edge to edge repair of the sidewalk with a completely planar slope.

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING REPAIRS

Before

After Precision Concrete Cutting has completely and smoothly removed the trip hazard.

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING REPAIRS

Before

After Precision Concrete Cutting has completely and smoothly removed the trip hazard.

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Replacement of Park Site Amenities

Legislation Title:
Replacement of Park Site Amenities

Recommendation:
It is recommended that City Council authorize an appropriation of $75,000.00 from the Capital Fund for the needed replacement of Park Site Amenities.

Background/Synopsis:

This project is an annual need by the Parks Department to purchase a variety of replacement amenities. Routine repair/replacement of shelters, shade structures, benches, trash receptacles, etc. are included in this project.

The Parks Department staff is charged with evaluating, maintaining, and replacing these items at parks throughout the City of Fairfield to ensure that they are in good working order and are serving the public by meeting the needs of parks visitors.

The project is programmed in the 2023-2027 CIP as 3PR09 Replacement of Park Site Amenities.

Financial Impact:

$75,000.00 from the Capital Fund.

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Community Arts Center Upgrades and Improvements

Legislation Title:
Community Arts Center Upgrades and Improvements

Recommendation:
It is recommended that City Council authorize an appropriation of $49,300.00 from the Capital Fund ($44,300.00 with $5,000.00 for contingencies and other Community Arts Center needs) for the purchase of Community Arts Center upgrades and improvements.

Background/Synopsis:

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

This request is for $39,720.00 to replace the revolving door at the north entrance to the CAC. The other door was replaced by the same company in 2022 (Access Door Controls, LLC).

The request is also for $4,580.00 to add a water heater for the upstairs community room kitchen in order to ensure the cleaning process is up to standard for all events held in the CAC.

Attached are the detailed pricing and work descriptions for each item.

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

Financial Impact:

$49,300.00 from the Capital Fund ($44,300.00 with $5,000.00 for contingencies and other Community Arts Center needs).

Emergency Provision Explanation:

Not applicable.

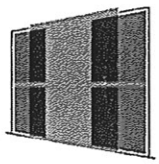
Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Attachments:
1. Revolving Door Replacement and New Water Heater for Kitchen - CAC

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)



ACCESS DOOR CONTROLS, LLC.
513-202-9116
PO Box 67 | Harrison, OH 45030

2023 CAC CIP

ESTIMATE

ESTIMATE #: 3797
DATE: 10/06/2022
EXPIRES IN: 45 days

ESTIMATE FOR
City of Fairfield
Attn: Rodney Jones
411 Wessel Drive
Fairfield, OH 45014

SHIP TO
City of Fairfield
411 Wessel Drive
Fairfield, OH 45014

DESCRIPTION	QTY	RATE	AMOUNT
Estimate to: 1. Remove existing revolving door, 2. Furnish and install 120" by 111" curtain wall with one pair of doors with standard color painted finish, green insulated glass (need original specs to match tint exactly), Kawneer concealed vertical rod exit devices in clear anodized finish, LCN closers, and 24" custom pull handles in brushed stainless finish. NOTE: In the event all work cannot be completed same day, we will board up opening to secure building.	1	39,720.00	39,720.00

This is an ESTIMATE, not an invoice.
Please DO NOT PAY from this ESTIMATE.

SUBTOTAL	
TAX	
BALANCE DUE	**$39,720.00**

ACCEPTED BY:

ACCEPTED DATE:

Acceptance of Estimate: By signing this estimate, you are accepting the above price, specifications, and agree that conditions are satisfactory and are hereby accepted. You are authorizing us to do the work as specified. In the event of any collections efforts, your acceptance signature is an agreement to pay any and all collection and/or attorney fees and expenses, including but not limited to costs of investigation and all attorney and litigation expenses incurred in connection with collection efforts.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

2180
2400
$4580 00
TOTAL

2023
CIP
CAC

ll Electric Inc.

ret Avenue Hamilton, Ohio 45015
(513) 863-2994

WORK TO BE PERFORMED AT
JOB NAME: Fairfield Community Arts Center
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PROJECT: Power For On Demand Water Heater
DATE: 6-8-2022

ials and perform all labor necessary for the completion of;
uit for new on demand water heater for the dishwasher in the community room kitchen upstairs at the community arts center. We will feed this plug from the panel behind the door in the kitchen.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of $ 2,180.00
Two thousand one hundred and eighty dollars
Payment to be made as follows:
Within thirty days of completion.
Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broermann
Of: Gesell Electric Inc.

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

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Kollstedt Plumbing

5692 Lake Michigan Drive
Fairfield, OH 45014
Phone: 513-505-7385

Wes: 513-505-7385

Estimate

DATE	ESTIMATE #
6/3/2022	1345

NAME / ADDRESS
Fairfield City Of 411 Wessel Drive Fairfield, Ohio 45014

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Install new 50gal. electric A O Smith water heater for kitchen {Owner to supply electric for water heater}		2,400.00	2,400.00

Thank you for your business.

TOTAL $2,400.00

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Appropriation for Parks Facilities Maintenance Items

Legislation Title:
Appropriation for Parks Facilities Maintenance Items

Recommendation:
It is recommended that City Council authorize an appropriation of $19,000.00 from the Capital Fund ($16,853.00 with $2,147.00 for contingencies and other Parks Department needs) for the purchase of Parks Facilities maintenance items.

Background/Synopsis:

This project is for Parks Facilities maintenance items throughout the park system.

This request is for $3,985.00 to install new LED lighting at the South Trace Pro Shop – 2200 John Gray Road.

The request is also for $9,680.00 to install LED lighting at the Parks Maintenance Building – 6174 John Gray Road.

The request is also for $3,188.00 to install a replacement door at the Parks Maintenance Building – 6174 John Gray Road.

Attached are the detailed pricing and work descriptions for each item.

The project is programmed in the 2023-2027 CIP as 3PR21 Facilities Maintenance.

Financial Impact:

$19,000.00 from the Capital Fund ($16,853.00 with $2,147.00 for contingencies and other Parks Department needs).

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:
No

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Emergency Provision Needed:
No

Attachments:
1. 3PR21 Facilities Projects 31323

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

South Trace
2200 John Grey

SOUTH TRACE
2023
CIP

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO	WORK TO BE PERFORMED AT
COMPANY: City of Fairfield	JOB NAME: South Trace Golf Course
NAME: Rodney Jones	STREET: 2200 John Grey Rd
STREET: 411 Wessel Drive	CITY: Fairfield, Ohio 45014
CITY: Fairfield, Ohio 45014	PROJECT: Pro Shop Lighting
PHONE: 513-896-8424	DATE: 6-8-2022

We hereby propose to furnish all materials and perform all labor necessary for the completion of;
To install 10 new LED can lights and 8 new LED layin fixtures that match existing layins, all in the Pro Shop at the South Trace Golf Course. We will use the existing feeds and switches to feed the new lights.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of $ 3985.00
Three thousand nine hundred and eighty- five dollars
Payment to be made as follows:
Within thirty days of completion.
Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broermann
Of: Gesell Electric Inc.

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

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

(Parks Maintenance Building 6174 Gray Road)

2023 CIP P.M.B.

Gesell Electric Inc.

84 Margaret Avenue Hamilton, Ohio 45015
(513) 863-2994

PROPOSAL SUBMITTED TO

COMPANY: City of Fairfield
NAME: Rodney Jones
STREET: 411 Wessel Drive
CITY: Fairfield, Ohio 45014
PHONE: 513-896-8424

WORK TO BE PERFORMED AT

JOB NAME: Fairfield Parks Shop
STREET: 6174 Gray Road
CITY: Fairfield, Ohio 45014
PROJECT: New LED Lights
DATE: 12-15-2022

We hereby propose to furnish all materials and perform all labor necessary for the completion of;
To install 14 new RAB RBAY17M high bay LED lights with individual occupancy sensors on each light. These new light will more than double the foot candles that the current lights put out, and with the occupancy sensors the run time will drop considerably thus dropping your power consumption and utilities. We will remove the existing lights, run the necessary conduit and wire, and install all the new lights with occupancy sensors.

All material is guaranteed to be as specified. All work to be completed in a workman like manner in accordance with the drawings and specifications submitted for work above for the sum of $ 9,680.00
Nine thousand six hundred and eighty dollars
Payment to be made as follows:
Within thirty days of completion.
Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: Kyle Broermann
Of: Gesell Electric Inc.

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

ACCEPTANCE OF PROPOSAL

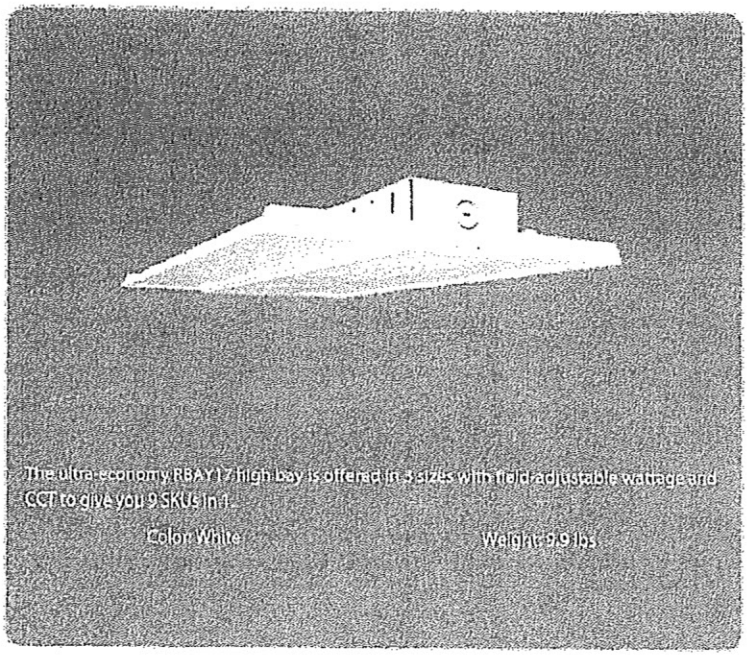
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

RBAY17M

RAB



The ultra-economy RBAY17 high bay is offered in 3 sizes with field adjustable wattage and CCT to give you 9 SKUs in 1.

Color: White Weight: 9.9 lbs

Project: Type:

Prepared By: Date:

Driver Info	
Type	Constant Current
120V	2.21A/1.83A/1.33A
208V	1.25A/1.06A/0.77A
240V	1.08A/0.79A/0.58A
277V	0.94A/0.79A/0.58A
Input Watts	260/220/160W

LED Info	
Watts	260/220/160W
Color Temp	Field Adjustable 5000K/4000K/3500K
Color Accuracy	81-84 CRI
L70 Lifespan	100,000 Hours
Lumens	24,305-40,539 lm
Efficacy	151.5-157.5 lm/W

Technical Specifications

Field Adjustability

Field Adjustable:

Field Adjustable Light Output:
260W/220W/160W (factory default 260W)
Color temperature selectable by 5000K, 4000K and 3500K (factory default 4000K)

Compliance

UL Listed:

Suitable for damp locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

IP Rating:

IP20

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-Z1IKA0

LED Characteristics

LEDs:

Long-life, high-efficacy, discrete, surface-mount LEDs

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:

Equivalent to 750W Metal Halide

Electrical

Driver:

260W: Constant Current, Class 1, 120-277V, 50/60Hz, 120V: 2.20A, 208V: 1.25A, 240V: 1.08A, 277V 0.94A
220W: Constant Current, Class 1, 120-277V, 50/60Hz, 120V: 1.82A, 208V: 1.06A, 240V: 0.92A, 277V 0.79A
160W: Constant Current, Class 1, 120-277V, 50/60Hz, 120V: 1.31A, 208V: 0.77A, 240V: 0.67A, 277V 0.58A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

4.23% at 120V, 7.0% at 277V

Power Factor:

99.9% at 120V, 98.1% at 277V

Surge Protection:

L-N: 6kV
L/N-GND: 6kV

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Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

RBAY17M

RAB

Technical Specifications (continued)

Construction

Cold Weather Starting:

The minimum starting temperature is -20°C (-4°F)

Maximum Ambient Temperature:

Suitable for use in up to 50°C (122°F)

Lens:

Polycarbonate lens

Reflector:

Polycarbonate

Housing:

Die-cast aluminum

Mounting:

Comes standard with V-hooks for chain mounting. Accessories available for pendant and surface mounting (purchased separately).

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Other

5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

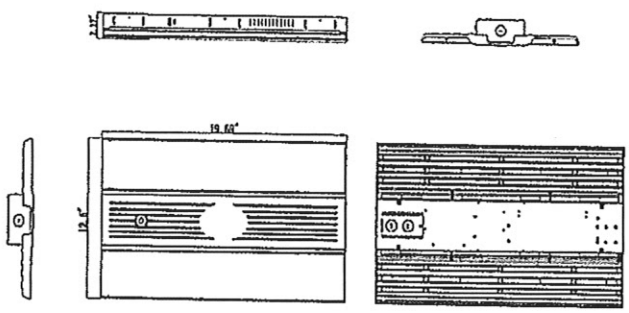
Note:

All values are typical (tolerance +/- 10%)

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- 100,000-Hour LED lifespan
- DLC Premium Listed
- 0-10V dimming standard
- 5-Year, limited warranty

Ordering Matrix

Family	Size/Wattage	Color Temp	Mounting	Finish	Voltage	Options
RBAY17	M					
	S = 14" (130/100/80W) M = 20" (260/220/160W) L = 39" (400/320/260W)	Blank = 5000K/4000K/3500K	Blank = V-Hook/Chain	Blank = White	Blank = 120-277V, 0-10V Dimming /480 = 480V, 0-10V Dimming	Blank = No Option /E = Battery Backup [1]

[1] *Available only for 120-277V models*

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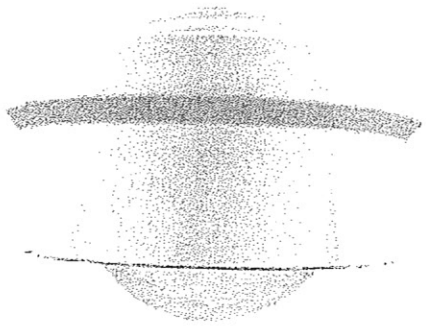
Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PIR40

RAB



Weight: 0.1 lbs

Project:

Type:

Prepared By:

Date:

Technical Specifications

Performance

Description:

Passive infrared sensor kit

Sensor Specifications

Operating Voltage:

DC10.5-15V >30mA

Operating Temperature:

Ta: -31° F (-35° C)* ~ +122° F(+50° C)

Sensor Warranty:

5 year sensor warranty

Sensitivity Setting:

25%/50%/75%/100%

Standby Period:

0s/10s/30s/1min/5min/10min/30min/60min/+∞

Daylight:

2Lux/10Lux/30Lux/50Lux/80Lux/120Lux/Disable

Hold Time:

5s/30s/1min/3min/5min/10min/20min/30min

Standby Dimming:

10%/20%/30%/50%

Detection Angle:

<120° Fresnel Lens

Detection Distance:

Radius 9.84-19.68ft(3-6m)

Mounting Height:

Max 39.37ft(12m)

Other

Compatibility:

H17, H17 XL, RBAY17

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Need help? Tech help line: (888) 722-1000 Email: sales@rablighting.com Website: www.rablighting.com
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L.E. Scofield window & door
315 S. "B" STREET
HAMILTON, OHIO 45013
PHONE 863-8932
FAX 863-3529
www.scofieldwindowdoor.com

2023 CIP P, M, B,

DISCLAIMER FOR CONDENSATION
SCOFIELD WINDOW & DOOR DOES NOT GUAR- TEE ANY REPLACEMENT WINDOW TO BE FRE CONDENSATION OR FROST, IF YOU HAVE PROBLEM IT INDICATES A RELATIVE HUMI PROBLEM AND NOT A FAULTY PRODUCT.

Date 11/22/22 Estimator John Bowie Contract # _____ Page ____ of ____

Name of Owner CITY OF FAIRFIELD Address _____ City _____ State _____ Zip ____

Address of Job 6174 GRAY ROAD 45014 H: 513-304-8855 W: _____

Directions RODNEY JONES - 513-896-8424

Product: GMAIL WWW.FAIRFIELDOH.GOV OR RJONES@FAIRFIELDOH.GOV

Description: REMOVAL OF EXISTING DOOR AND FRAME AND SIDELITE

FURNISH AND INSTALL ONE (1) 36" PRIMED HOLLOW METAL STEEL DOOR AND FRAME WITH SIDELITE. DOOR TO BE HINGED RIGHT OUTSWINGING. DOOR TO BE SOLID NO GLASS, SIDELITE TO HAVE 1" (ONE INCH) OVERALL LOW/E INSULATED SAFETY TEMPERED GLASS, WEATHERSTRIPPING, THRESHOLD, DOOR SWEEP AND NON-REMOVABLE PIN HINGES AND DOOR CLOSURE.
NOTE: WE WILL REUSE EXISTING LOCKING HARDWARE

TOTAL INSTALLED
$ 3188.00

1- OFFICE WINDOW
FURNISH AND INSTALL
ONE (1) TAN THERMOWELD DOUBLE HUNG WINDOW WITH LOW/E GLASS AND HALF SCREEN

TOTAL INSTALLED
$ 725.00

BID GOOD FOR THIRTY (30) DAYS

THE ABOVE ORDER REPRESENTS WHAT I EXPECT TO RECEIVE FROM SCOFIELD WINDOW & DOOR. I DO NOT EXPECT ANY ADDITIONAL WORK FREE OF CHARGE.

IF YOU DID NOT SOLICIT THIS CONSUMER TRANSACTION AND IT IS CONSUMMATED AT A PLACE OTHER THAN SCOFIELD WINDOW & DOOR'S PERMANENT PLACE OF BUSINESS, YOU THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

TOTAL PRICE: _____

DEPOSIT: _____

BALANCE: _____

TERMS: _____

Customer Signatures: X _____ X _____ Date: _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - March 13, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Water Division Tree Removal

Legislation Title:
Water Division Tree Removal

Background/Synopsis:

The Water Distribution System is constructed with three (3) Booster Pump Stations (BPS) which are utilized to distribute water to designated pressure zones and elevated storage tanks.

The requested appropriation is for tree removal services at the City's Muskopf BPS. Several Locust and Maple trees are hanging over the housing of the BPS, threating the critical asset, and are in need of removal. A cost estimate for tree removal is attached for review.

Financial Impact:

An appropriation in the amount of $10,500.00 is being requested for tree removal at the City's Muskopf BPS.

2023 Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project number 3WT08, Booster Station Improvements. The funding source is the Water Replacement and Improvement Fund (604).

Attachments:
1. Est_26300_from_Wilson_Garden_Center_Inc._55632

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

WILSON GARDEN CENTER INC.
LANDSCAPING & TREE SERVICE

2385 Jacksonburg Rd.
Hamilton, OH 45011
513-863-5831 - Phone
513-863-8337 - Fax
www.wilsongardencenter.com
chris@wilsongardencenter.com

Estimate

Date	Estimate #
2/22/2023	26300

Name / Address	Customer E-mail: jhunold@fairfieldoh.gov
City of Fairfield Finance Department 5350 Pleasant Ave. Fairfield, OH 45014	Customer Phone: 513-858-8348 Customer Alt. Phone: 513-310-0690 Customer Fax:

Terms	net 14 days

Description	Qty	Rate	Total
5718 Muskopf Rd. - Trim and/or remove all necessary trees along south side of pump station to reduce risk of failure on structure and/or fencing. Dispose of debris off site.	1	10,500.00	10,500.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standard. Any alteration or deviation from above specifications involving extra costs will be executed only upon written or verbals orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather and delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. The bid proposal reflects accessibility with required equipment (i.e. bucket truck, skidsteer, and/or necessary trucks) to perform work as quoted. Company will not be responsible for lawn damage. Removal of trees does not include stump grinding unless specified. Bid may be withdrawn if not accepted within 30 days.

Installation of plants and lawns require regular watering to survive. Company will not warranty plants and lawn that were not properly maintained. Company will not be responsible for unmarked underground lines and/or sprinkler systems.

TERMS: Balance due upon completion. All accounts are due and payable on invoice and delinquent fourteen days after. In the event of collection the buyer agrees to pay all cost of collection including all attorney's fees incurred by Wilson Garden Center Inc. All past due and delinquent sums including costs for collection and attorney's fees, shall bear a service charge of 2% per month (24% per year) from the delinquent date.

A 2% convenience fee will be charged to any customer who chooses to use a credit card on all service work.

Subtotal	$10,500.00
Sales Tax (6.5%)	$0.00
Total	$10,500.00

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Information Item
Regular Meeting - March 13, 2023

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:
Water Division Port Union Tank SCADA Integration

Legislation Title:
Water Division Port Union Tank SCADA Integration

Background/Synopsis:

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

Supervisory Control and Data Acquisition (SCADA) components will need to be installed at the new storage tank to establish communication and control with the Water Division's existing SCADA system.

The requested appropriation is for integration services and the purchase of SCADA components including a Programmable Logic Controller (PLC), Sierra private wireless modem, enclosure, and other necessary components for SCADA panel construction. Water Division Staff will construct and install the SCADA components in-house with integration services being provided by PCS Technologies. A cost estimate and the scope of the project is attached for review.

Financial Impact:

An appropriation in the amount of $16,305.00 is being requested for SCADA Integration for the City's Port Union Water Storage Tank.

2023 Funding for this project was included in the approved 2022-2026 Capital Improvement Program (CIP) under project number 3WT22, SCADA Integration. The funding source is the Water Surplus Fund (605).

Attachments:
1. FFWTP_Koch_Foods_Tank_021023_R1

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

PCS Technologies LLC
6515 Winford Avenue – Suite B
Hamilton, OH 45011
Tel.: (513) 868-8727 Fax: (513) 844-8727

PROPOSAL

To:	**Mr. Jason Hunold**	**Date:**	July 31, 2019
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	**Project:**	Fairfield WTP – Koch Foods Water Distribution RTU Telemetry Upgrade
		Document Reference:	Existing RTU drawing set
		Addenda:	N/A
By:	Peter Constantinides	**Quote:**	QM-021023A-Rev1

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below. This proposal includes addition of new PLC/RTU with new Micrologix 1400 PLC, direct ethernet communications messaging with WTP ControlLogix PLC (previously supplied) via Verizon Cellular broadband connection, programming of new PLC logic and HMI revisions to fully integrate new PLC based RTU and data with the Fairfield WTP SCADA System.

Services Included:

PLC programming of new Koch Foods Elevated Tank RTU, modifications to existing MCP ControlLogix PLC, cell modem configuration, addition of new HMI graphics for new tank. New alarms will be added to the alarm summary page as well as to the respective device pop-up and overview graphics. This proposal is typical for the following systems:

- Koch Foods Elevated Tank

Services Included:

1. Wiring/installation diagrams for new Micrologix 1400 (AutoCad and PDF format)
2. Programming and configuration of PLC logic.
3. Configuration od Sierra Wireless cell modem.
4. Communication modifications and coordination with FFU IT to route cellular data from Verizon Network to WTP using secure VPN.
5. PLC communication logic additions in ControlLogix PLC in WTP Main Control Panel.
6. HMI/SCADA additions
7. Operator training (refresher)

The RTU hardware will be identical to existing Fairfield Tanks (Mack Rd, Seward Rd, Winton Rd and Hunter Tanks).

The Rockwell Automation (Allen-Bradley) and ancillary hardware will need to be purchased and installed (by FFU staff) in N12 RTU enclosure.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Scope of Services:

CAD Drawings Tank RTU - new Micrologix 1400 PLC and associated hardware.
PLC Programming (RTU) - Micrologix 1400.
PLC Programming and communications at MCP ControlLogix PLC
HMI programming – new Koch Foods ET graphic, alarms, trending
Cell modem configuration
Site testing
Communications verification

Not Included:

Any items not specified by our scope of supply as defined by this quotation are not included; specifically, the following are excluded:

1. Purchase of any computer hardware or software. PCS will use internal license for development purposes.
2. Installation of PLC and associated h/w at RTUs.
3. Cellular fees and setup fee.
4. Rt. 4 Pump Station automation.

Fee/Expenses:

Integration Services for new Koch Foods Tank RTU and associated additions to WTP (NTE Basis) ..... $ 6,300
RTU Hardware per Storage Tank BOM (Cost + 10%) ..... $ 10,005
Includes Shipping allowance, (6) Spare Analog Surge Suppressors, (2) Spare Mobile Mark Antennas

Mileage Expenses will be billed at standard IRS rate.

Terms:

Net 30 days; no state, federal or user taxes included.

We trust this proposal will meet with your approval and look forward to working with you on this project. If there are any questions, please contact our office for clarification.

Sincerely,

Peter Constantinides
PCS Technologies LLC
(513) 868-8727
peterc@pcs-technologies.com

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Brian Rose,
Submitting Department: Public Works

Subject:
Police Vehicle Equipment

Legislation Title:
Purchase of Police Vehicle Equipment including Radar units and Laptops.

Recommendation:
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of $30,000 from the Capital Improvement Fund for the purchase of a Police Vehicle Radar units and Laptops to be used in Police Patrol Vehicles.

Background/Synopsis:
This request will be used to purchase Kustom Directional Golden Eagle II radar units to be used for speed enforcement and for the purchase of laptops and other associated equipment to be used in Police Patrol Vehicles. Pricing of this equipment will be determined at time of purchase to ensure that we will receive the best available prices.

Financial Impact:
$30,000 from the Capital Improvement Fund.
This equipment is listed in the 2023 CIP as # 3PD01 Police Vehicle Equipment (Police) ($30,000).

Emergency Provision Explanation:
N/A

Rule Suspension Requested:
No

Emergency Provision Needed:
No

Attachments:
1. Fairfield Police Department OH Qte (4) Dir. Golden Eagle II 02.13.2023
2. Panasonic TB 55

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Quote Number 00004648

KUSTOM SIGNALS, INC.

Prepared By Sonya Schoneman
Phone 913-428-3278
Email sschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100
Lenexa, KS 66214
United States

Created Date 2/13/2023
Expiration Date 5/15/2023

Quote To:

Name Mr. BRIAN ROSE
Bill To Name FAIRFIELD POLICE DEPARTMENT
Bill To 5230 PLEASANT AVE
FAIRFIELD, OH 45014-3555
USA

Ship To Name FAIRFIELD POLICE DEPARTMENT
Ship To 5230 PLEASANT AVE
FAIRFIELD, OH 45014-3555
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
826	4.00	Directional Golden Eagle II Dual KA Antennas with DSP, TruTrak™ VSS, and Smart Patrol Search	$2,346.47	$9,385.88

Totals

Subtotal	$9,385.88
Total Amount	$9,385.88

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Ohio Contract# 800345
Shipping & Handling included in contract
Radar includes 27 month warranty

Options below are available but NOT included
Eagle II display separation kit (at initial time of order) $60.45
Radar Wireless Speed Sense Module (WSS) $ 268

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Quote Number 00004648

KUSTOM SIGNALS, INC.

Prepared By Sonya Schoneman
Phone 913-428-3278
Email sschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100
Lenexa, KS 66214
United States

Created Date 2/13/2023
Expiration Date 5/15/2023

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyermay terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Panasonic Toughbook 55 - 14" - Core i7 1185G7 - vPro - 16 GB RAM - 512 GB S

MFG.PART: FZ-55EV-00VM CDW PART: 7051677 UNSPSC: 43211503

~~$3,467.79~~ **Save $617.76**

Lease Option ($84.08/month)

$2,850.03

1

Add to Cart

Ohio State Term Schedule CDW-G # 534605

Availability: 4-6+ Weeks

Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.

Need it now? View Similar Items

For more information, please contact your account manager.

John Bautista: 312.705.1896

Enhance your hardware

Add Warranty

No Protection Plan	Panasonic Smart Battery Warranty - extended servic...	Panasonic Advanced Exchange - extended service agr...
$0.00	$204.65	$34.00
Selected	Select	Select

Quick tech specs

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Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

- No Return of Defective Drive 3Y / Customer Portal Access
- with Custom BIOS / Toughbook FZ-55 3Y Advanced Exchange Std Warranty Enhancement. Overnight Advanced Exchange On XpakS For 3Y Term. Return Shipping On Defective Xpak / Customer Specific DOD 512GB SSD

View All ↓

Know your gear

The Panasonic Toughtbook is a semi-rugged laptop that features an innovative modular design and long hours of battery life. The modular design allows users to upgrade the memory, storage, keyboard and three different expansion areas featuring additional I/O, optical drives, authentication readers, dedicated graphics and more.

TECH SPEC

It's all in the details

Compare to Similar Model ↓

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Overview

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Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Display & Graphics

Audio

Connectivity

Network & Communication

Technical Information

Included Items

Physical Characteristics

Dimensions & Weight

Certifications & Listings

Service & Support

Compare to similar models

Current Item

Panasonic

Panasonic Toughbook 55 - 14" - Core i7 1185G7 - vPro - 16 GB RAM - 512 GB S

Panasonic

Panasonic Toughbook 55 - 14" - Core i5 1145G7 - vPro - 16 GB RAM - 512 GB S

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Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Rating	● 4-6+ Weeks	● 4-6+ Weeks
Screen Size	Not Yet Rated	Not Yet Rated
Processor Type	—	—
RAM	—	—
Storage Capacity	—	—
Storage Type	—	—
Operating System Edition	—	—
	—	—

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Contact An Expert: P 800.808.4239 | Email Us

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Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Norton SECURED powered by VeriSign

ACCREDITED BUSINESS BBB Rating: A+

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Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Contractual Appropriation for Toro Z Master 6000 for Street Division

Legislation Title:
Contractual Appropriation for Toro Z Master 6000 for Street Division

Recommendation:
It is recommended that City Council authorize an appropriation of $16,000.00 from the Capital Fund for the purchase of a Toro Z Master 6000 utilizing the Sourcewell joint purchasing program.

Background/Synopsis:

This project is to purchase a replacement Toro Z Master 6000, zero turn mower, to be used by the Public Works Department. The Public Works Department plans to sell an existing zero turn mower on Govdeals.com due to age and condition.

There are many zero turn mowers in the City fleet and we keep 4 to 5 at any one time for the road crew as part of Public Works normal daily operations. We use them for right of way mowing around the City. Public Works crews routinely mow over 100 acres of right of way and other public areas. This purchase will allow the Street Division to continue providing high quality service and aesthetics throughout the City. In recent years, we have transitioned to less tractor mowing and more mowing with the zero turns as it provides a better look for these areas and cuts down on the amount of trimming that has to be done with string trimmers.

The equipment is being purchased through Al-Joe's Lawn & Garden under the Sourcewell joint purchasing program as referenced in the attached quotation. The City is utilizing Ohio Revised Code Section 9.48 (B)(2) allowing for the purchase of contract items through a joint purchasing program operated by or through a national or state association of political subdivisions.

The City of Fairfield is a Sourcewell participating agency.

The project is programmed in the 2023-2027 CIP as 3FT67 Replacement of Mower (Streets).

Financial Impact:

$16,000.00 from the Capital Fund ($21,534.00 with a 29% discount of $6,244.86 and an additional accessory for $399.00 and $311.86 for contingencies and other Public Works Department needs).

Emergency Provision Explanation:

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

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

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. 2023 Streets Division Toro Zero Turn - Sourcewell

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

SALES ORDER

Al-Joe's Lawn & Garden
4902 Union Centre Pavilion Drive
West Chester, Ohio 45069
513-795-8955
aljoeslawnandgarden@gmail.com

PHONE #: **(513)867-4225**
CELL #: **(513)319-8560**
ALT. #: **(513)319-8560**
P.O.#:
TERMS: **10th ofthe month**
SALES TYPE: **Sales Order**
CP: **GaryG**
SALES REP: **GaryG**

DATE: **12/8/2022**
ORDER #: **1477801**
CUSTOMER #: **19663**
LOCATION: **3**
STATUS: **Waiting on Part**

BILL TO **19663**

Fairfield Streets Department
5350 Pleasant Avenue
Fairfield, OH 45014 USA

SHIP TO

Fairfield Streets Department
5350 Pleasant Avenue
Fairfield, OH 45014 USA

MFR	PRODUCT NUMBER	DESCRIPTION	ORD	SOLD	B/O	PRICE	NET	TOTAL
TOR	72960	Z Master 6000 31Hp Kawaski Fx W/60" Tf Deck	1		1	$21,534.00	$21,534.00	$21,534.00
****	DISCOUNT	discount 29%	1		0	$.00	-$6,244.86	($6,244.86)
GTM	NQD-TG3-5260	Nqd-Tg3-5260 Toro Z Master Titan Hd 52",60",72" Chute Cover	1		0	$399.00	$399.00	$399.00
****	LABOR	Labor	1		0	$40.00	$.00	$0.00
		price is state bid plus more off						
		this is the current price as of 2-23-23 includes chute that						
		was requested						

Thank you for your business!
Hours M-F 8:30-6:00 pm Sat 8:30-5:00 pm (Hamilton)
M-F 8-6 pm Sat 8-1 (West Chester)
513-894-3291 aljoessales@gmail.com

SUBTOTAL:	**$15,688.14**
TAX:	**$0.00**
ORDER TOTAL:	**$15,688.14**
BALANCE REMAINING:	**$15,688.14**

Picked Up By: _____

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Sourcewell

Toro #031121-TTC

Pricing for contract #031121-TTC offers Sourcewell participating agencies the following discounts:

- Toro Commercial Equipment: 22% off US MSRP
- Toro Landscape Contractor Equipment (LCE): 27% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Ventrac 4500 Series Products: 12% off US MSRP
- Ventrac SSV Products: 5% off US MSRP

- Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:
Evidence Processing Equipment

Legislation Title:
Ordinance to authorize the City Manger to enter into a purchasing agreement with MOS Equipment to purchase a forensic enclosure and storage unit for RF devices and declaring an emergency.

Recommendation:
It is recommended that Council authorize the City Manager to enter into a purchasing agreement with MOS Equipment located at 118 E. Ortega St. Santa Barbara, CA 93101 for the purchase of a forensic enclosure and storage unit for RF devices.

Background/Synopsis: Our investigators frequently process devices that use RF signals to communicate with other technology. This authorization will allow for the purchase of equipment that will allow for the appropriate storage and processing of devices using RF signals.

Financial Impact: $8,154.99 from the Capital Improvement Fund, Project 3PD09

Emergency Provision Explanation: The immediate purchase of this equipment will allow for the proper processing and storage of electronic devices.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. MOS Equipment Pricing

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Merakai LLC DBA MOS Equipment
118 E Ortega St.
Santa Barbara, CA 93101 US
(805) 318-3212
info@mosequipment.com

Quote

ADDRESS
Fairfield Police Department
5230 Pleasant Avenue
Fairfield, OH 45014

SHIP TO
Fairfield Police Department
5230 Pleasant Avenue
Fairfield, OH 45014

QUOTE # 637289
DATE 02/28/2023
EXPIRATION DATE 05/28/2023

SHIP VIA
LTL Freight

SKU	ITEM	QTY	RATE	AMOUNT
MDFB-BBL-XL	**[MDFB-BBL-XL] Mission Darkness BlockBox Lab XL** Block Box Lab XL Rigid RF Enclosure for Lab Analysis - High shielding forensic enclosure designed to block WiFi, Cell, and other RF signals from low MHz to 5GHz, with 70dB average attenuation - Dims: 24"w x 18"d x 16.5"h - High shielding conductive gloves, includes extra set for replacement - Shielded viewing window GEN 2 - RF absorbent foam liner - 2 metal side handles for carry - Pistons Mounted on both sides - Dual easy release latch system - Shielded filter with (2) USB + (1) AC + (1) RJ45 Ethernet - Universal power strip - Top-mounted LED light strip x2 - Extra set of shielded gaskets included for replacement by customer - Includes 3 NeoLok Magnetic Closure (Phone, Tablet and Laptop Size) Faraday Bag (safer for conductive gloves)	1	2,800.00	2,800.00T
MDBL-7	**[MDBL-7] Mission Darkness Blocker Locker 7** Mission Darkness™ Blocker Locker™ 7 - Digital evidence cabinet designed for RF shielding, charging, and locking cell phones and tablets. - Includes 7 compartments with supplied power (2 USB per compartment). - 2 keys per compartment + 2 admin keys - 7 Charge & Shield Faraday Bag for Phones (MDBL-CS-S) each with a lightning, micro USB, USB-C and USB extension cable. - Each compartment: 13" x 18" x 4.5". Cabinet outer dimensions: 15" x 18" x 34". - Outer lockbox assembles to left side for dropping keys. Two lockbox keys supplied. - 110V power (If 220v is required please specify. A transformer will be provided) - C13 extension cable included. C14 receptacle located on back for daisy chaining multiple locker units. Additional Charge & Shield Bags (to swap in and out): - Phone size +$390	1	4,999.00	4,999.00T

- Check: Make payable to "Merakai, LLC". Send to company address listed.
- Wire Transfer: Wells Fargo Bank: 1036 Anacapa St, Santa Barbara, Ca 93101, Routing #: 121000248, Swift Code: WFBIUS6S, Account #: 2655455646
- Paypal: (Only Invoice under $1K USD) ID: rjudy55@gmail.com (Please include 3% additional transaction fee)
-- Merakai, LLC (DBA MOS Equipment), DUNS: 08-018-9276, Cage Code: 7N2U1

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

SKU	ITEM	QTY	RATE	AMOUNT
	- Tablet size +$425			
	**Urgent Order Option: +$300 (2 Business days shipping)			

Payment Terms: Prepay/Net 30 if required

Lead time: 3-5 Weeks

SUBTOTAL	7,799.00
TAX	0.00
SHIPPING	355.00
TOTAL	**USD 8,154.00**

Accepted By

Accepted Date

- Check: Make payable to "Merakai, LLC". Send to company address listed.
- Wire Transfer: Wells Fargo Bank: 1036 Anacapa St, Santa Barbara, Ca 93101, Routing #: 121000248, Swift Code: WFBIUS6S, Account #: 2655455646
- Paypal: (Only Invoice under $1K USD) ID: rjudy55@gmail.com (Please include 3% additional transaction fee)
-- Merakai, LLC (DBA MOS Equipment), DUNS: 08-018-9276, Cage Code: 7N2U1

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Steve Maynard,
Submitting Department: Police

Subject:
Safety Town Project

Legislation Title:
Ordinance to authorize the City Manager to enter into a purchasing agreement with River City Play Systems to purchase 15 Berg Buddy Pedal Carts and declaring an emergency.

Recommendation:
It is recommended that Council authorize the City Manager to enter into a purchasing agreement with River City Play Systems located at 7637 FM 3009 Suite 705 Schertz, Texas 78154 to purchase 15 Berg Buddy Pedal Carts for the price of $5700.00.

Background/Synopsis: The Police Department will be starting a safety town this summer with participation from the Parks Department and the Fire Department. The purchase of 15 pedal bikes is essential to the program.

Financial Impact: $5700 from the Capital Improvement Fund, project 3PD06.

Emergency Provision Explanation: We would like to get the program up and running this summer, ordering the equipment necessary for the program is essential to ensuring that we receive the equipment prior to our start date.

Rule Suspension Requested:
Yes

Emergency Provision Needed:
Yes

Attachments:
1. River City Play Systems Quote

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Quote

RIVER CITY PLAY SYSTEMS
http://rivercityplay.com/
7637 FM 3009
Suite 705
Schertz, Texas 78154
(210) 660-6732

QUOTE #

BILLED TO STEVE MAYNARD

PRODUCT	QUANTITY	PRICE	TOTAL
BERG Pedal Kart *Berg Buddy Blue*	15	$380.00	$5,700.00
	TOTAL		$5,700.00

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-

City Council Ordinance
Regular Meeting - March 13, 2023

Submitted by: Ben Mann,
Submitting Department: Public Works

Subject:
Emergency Drainage Repair in front of 5515 Dixie Highway – Appropriation of Funding

Legislation Title:
Emergency Drainage Repair in front of 5515 Dixie Highway – Appropriation of Funding

Recommendation:
It is recommended that emergency funding be appropriated from the Capital Improvement Fund in the amount of $30,000.00 from the Capital Improvement Fund for the proposed drainage project.

Background/Synopsis:

This area has corrugated metal pipe from the 1980's that is largely in satisfactory condition but may need lined in the near future. This location is in close proximity to a large underground electric line and sanitary sewer. The storm sewer has deteriorated so that stormwater is eroding the area around the pipe causing a very large sinkhole to form adjacent to and under part of the driveway to this commercial property (formerly JD Byrider).

The City's drainage crew has routinely made repairs to storm sewers but the need for a deeper excavation in order to make the repair to the storm warrants some help from an outside contractor.

We solicited a price from Majors Enterprises because they are known to do this kind of emergency repair, have been responsive for the City in the recent past, and were available to bring in their equipment in a timely manner.

The project funding for this work is in the Capital Improvements Program for 2023-2027 under 3PW03. This is only part of what is approved by Council for this CIP item.

Financial Impact:

$30,000.00 from the Capital Improvement Fund ($27,287.50 for the labor, material, and equipment to repair the storm sewer at 5515 Dixie Highway and $2,712.50 for contingency and other Public Works needs).

Emergency Provision Explanation:

Not applicable

Rule Suspension Requested:

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

No

Emergency Provision Needed:
No

Attachments:
1. 2023 Contracted Storm - Estimate_1076_from_Majors_Enterprises_Inc

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : Non-Contractual Appropriations)

Majors Enterprises, Inc.
6393 Hamilton Lebanon Road
Monroe, OH 45050
(513)539-8212
majorssupply@hotmail.com

Estimate 1076

ADDRESS
City of Fairfield, OH

SHIP TO
City of Fairfield, OH

DATE
03/07/2023

TOTAL
$27,287.50

P.O. NUMBER
Fairfield Storm Repair

SALES REP
Mike Majors

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Excavation	Mobilize- excavator, wheel loader, skid steer, trench boxes	1	3,000.00	3,000
	Excavation	Saw cut paving	1	750.00	750
	Excavation	Saw cut curb	1	450.00	450
	Excavation	Remove curb and asphalt (20 X 15) including dump fees and trucking	1	2,500.00	2,500
	Excavation	Clean up 4-5 loads of existing wasted dirt	1	1,500.00	1,500
	Excavation	Bypass pumping	1	500.00	500
	Excavation	Install 20 feet of 36 inch ADS storm pipe under 3 electrical conduits into existing manhole	1	9,500.00	9,500
	Excavation	Backfill collapsed (20 X 15) area with 57's and compacted 304 to subgrade	1	4,400.00	4,400
	Excavation	Asphalt base (20 X 15) area	400	7.50	3,000
	Excavation	2" Asphalt top (20 X 15) area	450	3.75	1,687

TOTAL $27,287.5

THANK YO

Accepted By

Accepted Date

Attachment: NonContractualAppropriations.031323 [Revision 2] (3476 : 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 Sewer Surplus Fund**	**$8,646**
To:	62416025-252000 Improvements Other Than Building *(Screw Press Platform 3WW18)*	$7,000
To:	62416023-233900 Other Professional Services *(Aerial GIS Imagery Update 3PW15 [$1,646])*	$1,646
From:	**Unappropriated Water Replacement & Improvement Fund**	**$10,500**
To:	60416025-252000 Improvements Other Than Building *(Tree Removal at Water Production 3WT08)*	$10,500
From:	**Unappropriated Water Surplus Fund**	**$17,951**
To:	60516025-252000 Improvements Other Than Building *(Multipurpose Facility Construction 1WW20)*	$16,305
To:	60516023-239900 Other Professional Services *(Aerial GIS Imagery Update 3PW15 [$1,646])*	$1,646
From:	**Unappropriated Street Improvement Fund**	**$32,293**
To:	40116025-252000 Improvements Other Than Building *(Crack Sealing 3PW13)*	$20,000

Attachment: NonContractual 3-13-Ord [Revision 1] (3476 : Non-Contractual Appropriations)

To:	40116023-233900 Other Professional Services *(Aerial GIS Imagery Update 3PW15 [$3,293])*	$3,293
To:	40116025-253200 Capital Equipment *(Scanner 3PW54)*	$9,000
From:	**Unappropriated General Fund**	**$18,293**
To:	10012523-233900 Other Professional Services *(2023 Sidewalk/GAP Program 3PW16 [$15,000]); (Aerial GIS Imagery Update 3PW15 [$3,293])*	$18,293
From:	**Unappropriated Law Enforcement Fund**	**$5,000**
To:	21131025-252000 Improvements Other Than Bldg. *(Closed Circuit Television Replacement 3PW15)*	$5,000
From:	**Unappropriated Capital Improvement Program**	**$238,155**
To:	40216025-252000 Improvements Other Than Bldg. *(Closed Circuit Television Replacement 3PW15 [$5,000]); (Evidence Collection Equipment 3PD09 [$8,155]); (Safety Town Project 3PD06 [$5,700]); (Storm Sewer Repair 5515 Dixie Highway 3PW03 [$30,000])*	$48,855
To:	40216025-253100 Automotive Equipment *(Outfitting of Police Patrol Vehicles 3PD01)*	$30,000
To:	40216025-252100 Park Improvements *(Replacement of Park Site Amenities 3PR09 [$75,000]); (Parks Facilities Maintenance 3PR21 [$19,000])*	$94,000
To:	402160254-253200 Capital Equipment *(Toro 6000 Mower 3FT67)*	$16,000
To:	40216025-254000 Buildings & Improvements *(Community Arts Center Upgrades 3PR01)*	$49,300

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

Attachment: NonContractual 3-13-Ord [Revision 1] (3476 : Non-Contractual Appropriations)

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\NonContractual 3-13-Ord

Attachment: NonContractual 3-13-Ord [Revision 1] (3476 : Non-Contractual Appropriations)