

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

Tim Abbott

Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 28, 2022 7:00 PM
5350 PLEASANT AVENUE, FAIRFIELD, OH 45014**

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

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

1. COUNCIL-MANAGER BRIEFING

A. 6:00 PM - Economic Development/Redevelopment

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS AND CITIZEN COMMENTS

a. Proclamation in honor of Barry Brown

8. PUBLIC HEARING(S)

9. APPROVAL OF MINUTES

a. Regular Meeting held February 14, 2022

10. OLD BUSINESS AND REPORTS

A. COMMUNITY & PUBLIC RELATIONS COMMITTEE

Leslie Besl, Chair; Gwen Brill, Vice Chair; Tim Abbott, Member

B. DEVELOPMENT SERVICES COMMITTEE

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

1. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the 5846 Pleasant Avenue Planned Unit Development.
 - Withdrawn per applicant's request. See attached email.

C. PARKS, RECREATION AND ENVIRONMENT COMMITTEE

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

D. PUBLIC SAFETY COMMITTEE

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

E. PUBLIC WORKS COMMITTEE

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

1. Ordinance to authorize the City Manager to enter into a one (1) year contract with Prus Construction of Cincinnati, Ohio for the 2022 Sidewalk/Apron Replacement Program.
 - Legislation - Second Reading

F. PUBLIC UTILITIES COMMITTEE

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

G. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

11. NEW BUSINESS

Motion to read all New Business by title only.

A. DEVELOPMENT SERVICES COMMITTEE

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

1. Ordinance to authorize the City Manager to execute a Development Agreement with Al Neyer RE LLC and Fairfield Township, which will facilitate construction of a speculative industrial park at a 146 acre site on Seward Road within Fairfield Township, including improvements to city-owned roadways, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
 - Set Public Hearing for April 11, 2022 relative to the proposed City of Fairfield-Fairfield Township Joint Economic Development District (JEDD 1)

B. PUBLIC WORKS COMMITTEE

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

1. Resolution to authorize the City Manager to enter into a membership agreement with the Ohio Purchasing Council (TOP-C)
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
2. Ordinance to authorize the City Manager to enter into a contract with the Aero-Mark Company, LLC for the 2022 Pavement Marking Application.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

C. PUBLIC UTILITIES COMMITTEE

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

1. Resolution permitting a Fairfield property owner at 4000 Dixie Highway to receive City of Hamilton, Ohio water and sewer service 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 Ferguson Waterworks for procurement and installation of a smart water metering system and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
3. Ordinance to authorize the City Manager to enter into a contract with Hazen and Sawyer for Engineering Services related to Aeration System Improvements at the City's Wastewater Treatment Plant.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. FINANCE & BUDGET COMMITTEE

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

1. Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022."

Contractual Appropriations: \$75,000 for 2022 Pavement Marking Application; \$170,385 for aeration system improvements at Wastewater Treatment Plant; \$5,900,000 for smart water metering system.

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

2. Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

Non-Contractual Appropriations: \$38,520 for Water Distribution System Automation; \$455,000 for purchase of Police and Fire vehicles (multiple vendors).

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

12. MEETING SCHEDULE

- A. Monday, March 14th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, March 28th - Council-Manager Briefing, 5:30 PM; Regular Meeting 7:00 PM
- C. Monday, April 11th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

13. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

14. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
February 14, 2022**

Council-Manager Briefing

Planning & Zoning Code Update; See-Click-Fix Presentation

Mayor Rhodus called the briefing to order at 6:00 PM. Councilmembers present: Leslie Besl, Dale Paullus, Terry Senger, Tim Meyers, Matt Davidson and Gwen Brill.

Staff members present: Scott Timmer, Greg Kathman, Erin Lynn, Samantha Brandenburg, Tiphannie Mays, Steve Maynard, Steve Wolterman, Lee Rosato, Ben Mann, Jake Burton, Adam Sackenheim, Carol Mayhall and Alisha Wilson.

Planning Manager Erin Lynn presented an update on the Planning & Zoning Code re-write. Neighborhood Development Manager Samantha Brandenburg presented the See-Click-Fix overview and demonstration. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Abbott 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	
Tim Abbott	Councilmember, 4th Ward	Present	
Mitch Rhodus	Mayor	Present	

Agenda Modifications

None.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Paullus, moved for Executive Session to discuss negotiations with other political subdivisions regarding economic development assistance and collective bargaining with public employees regarding their compensation and other terms and conditions of their employment. Motion carried 7-0.

Special Presentations and Citizen Comments

a. Oath of Office - Scott Timmer, City Manager

Mayor Rhodus administered the oath of office to City Manager Scott Timmer and welcomed him back to the city.

Public Hearing(s)

None.

Approval of Minutes

The Special Meeting Minutes of January 15, 2022 and Regular Meeting Minutes of January 24, 2022 were approved as written and submitted.

OLD BUSINESS AND REPORTS

Community & Public Relations Committee

Leslie Besl, Chair; Gwen Brill, Vice Chair; Tim Abbott, Member

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the 5846 Pleasant Avenue Planned Unit Development.

Recommendation:

It is recommended that City Council have a first reading on this item at the December 13, 2021 meeting and set the joint public hearing date for January 10, 2022.

The second reading of this ordinance was held pending a decision by the application regarding how to proceed.

RESULT:	TABLED [UNANIMOUS]	Next: 2/28/2022 7:00 PM
AYES:	Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott	

Parks, Recreation and Environment Committee

Gwen Brill, Chair; Matt Davidson, Vice Chair; Leslie Besl, Member

Public Safety Committee

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

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Resolution declaring necessity of repairing sidewalks (including aprons).

Recommendation:

It is recommended that City Council authorizes and directs the preparation of a Resolution of Necessity for the sidewalk/driveway apron repairs.

Councilmember Senger presented the third reading of this resolution.

RESOLUTION NO. 4-22. APPROVED 7-0.

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

Public Utilities Committee

Dale Paullus, Chair; Tim Abbott, Vice Chair; Tim Meyers, Member

Finance & Budget Committee

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

NEW BUSINESS

Motion to read all New Business by title only.

Development Services Committee

Matt Davidson, Chair; Terry Senger, Vice Chair; Dale Paullus, Member

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

Ordinance to authorize the City Manager to enter into an amended contract with West Chester Township and City of Springdale for the West Chester Township JEDD-1 Project.

Recommendation:

It is recommended that Council suspend the second and third readings and pass the Ordinance authorizing the City Manager to execute the Amendment.

ORDINANCE NO. 15-22. 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, Abbott

Public Safety Committee

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

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Bob Evans Restaurants LLC dba Bob Evans Restaurant 358, 510 Kolb Drive, Fairfield, OH 45014 (Permit Class D1, D2 & D6).

Recommendation:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Bob Evans Restaurants LLC dba Bob Evans Restaurant 358, 510 Kolb Drive, Fairfield, OH 45014 (Permit Class D1, D2 & D6).

SIMPLE MOTION NO. 5-22. APPROVED 7-0.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Meyers, Councilmember, At-Large
SECONDER: Tim Abbott, Councilmember, 4th Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to adopt New Sections 301.183, 371.13 and 371.14, Repeal Section 533.07 and amend various other sections of the Traffic and General Offenses Codes of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Recommendation:

It is recommended that Council adopt an ordinance to update the Traffic and General Offenses Codes.

ORDINANCE NO. 16-22. 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, Abbott

Public Works Committee

Terry Senger, Chair; Tim Meyers, Vice Chair; Matt Davidson, Member

Ordinance to authorize the City Manager to enter into a one (1) year contract with Prus Construction of Cincinnati, Ohio for the 2022 Sidewalk/Apron Replacement Program.

Recommendation:

The staff recommends that City Council authorize the City Manager to enter into a one (1) year contract with Prus Construction of Cincinnati, Ohio for the 2022 Sidewalk/Apron Replacement at the unit prices indicated. The recommendation to exercise the year 2 option is to be determined.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$137,000.00 from the General Fund for the 2022 portion of this project.

Councilmember Senger presented the first reading of this ordinance.

RESULT: FIRST READING Next: 2/28/2022 7:00 PM

Motion to Suspend Second and Third Readings

Councilmember Senger presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to enter into a three (3) year contract with Davey Tree Expert Company for Landscaping Maintenance.

Recommendation:

It is recommended that City Council direct the legislation authorizing the City Manager to enter into a contract with the Davey Tree Expert Company for a three (3) year term. Funding is requested in the amount of \$69,235.00 from the Capital Improvements Fund for the first year of the contract.

ORDINANCE NO. 17-22. 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, Abbott

Finance & Budget Committee

Tim Abbott, Chair; Gwen Brill, Vice Chair; Terry Senger, Member

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)

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

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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. 18-22. APPROVED 7-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Tim Abbott, Councilmember, 4th Ward
SECONDER: Dale Paullus, Councilmember, 2nd Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Abbott

Motion to Suspend Second and Third Readings

Councilmember Abbott presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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. 19-22. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, February 28th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, March 14th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, March 28th - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

Council recessed to Executive Session at 7:25 PM.

14. ADJOURNMENT

The Regular Meeting adjourned at 8:30 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved_____

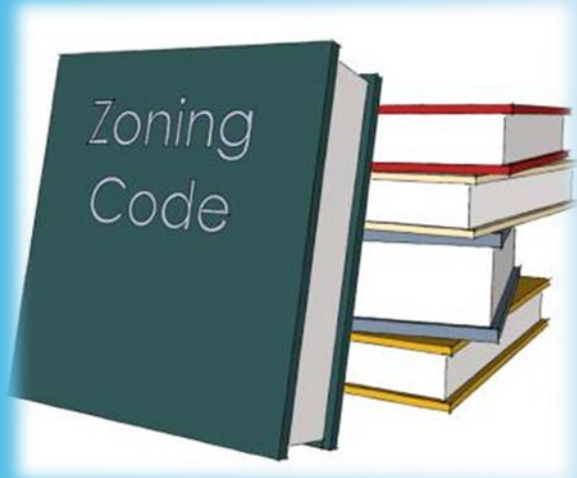
Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)

Planning and Zoning Code Update

Council-Manager Briefing
February 14, 2022



What is a Planning & Zoning Code?



- Primary tool used to guide development throughout the city
- Set of regulations as to how land can be used
 - Lot coverage & building placement
 - Land use
 - Signage, landscaping and parking requirements
 - Subdivision layout standards
 - Stormwater management
 - Source water protection
 - Cell towers
- NOT: Property Maintenance

Zoning vs. Property Maintenance

Zoning

- What you can or cannot do with your property
- Examples:
 - Size of storage shed
 - Height of building
 - Location of a swimming pool

Property Maintenance

- What your property looks like
- Examples:
 - Litter or debris on front porch
 - Tall grass
 - Dilapidated fence or swimming pool

What is a Comprehensive Plan?



- Adopted in 2019
- A vision for future development of the community
- Collection of goals, policies and strategies to implement the vision
- **Strategy LUZ-1** – conduct a comprehensive overhaul of the city zoning code to implement the future land use plan and other policies of this plan
- Extensive public outreach



Recommendations

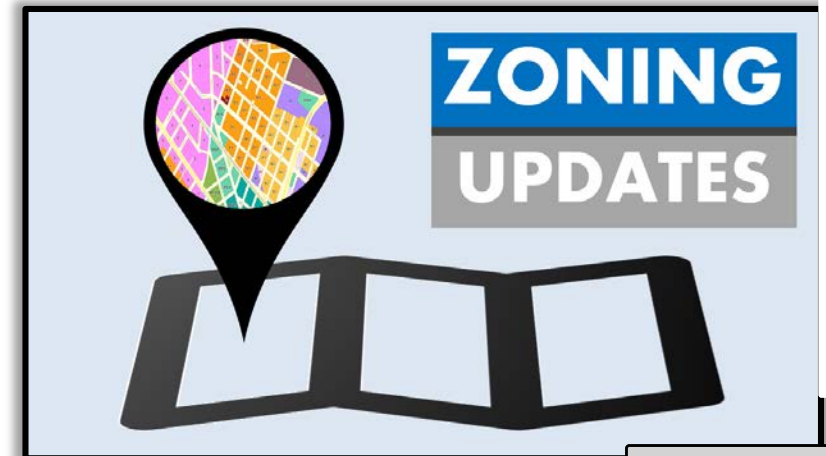


- Enhanced landscaping and buffering standards
- Revise parking regs to prevent excessive parking lots
- Address sign height and sign clutter
- Greater design standards
- Encourage new developments to incorporate public gathering places or pocket parks



Why Update?

- The city's code was adopted in the early 1980's and has undergone piecemeal updates throughout the years.
- Recently adopted Fairfield Forward.
- Difficult to use for city staff, residents, business owners and developers.
- Inconsistent and outdated regulations (need to ensure a legally sound Code)



Update Process

1. Project Initiation
2. Code Diagnosis and Outline
3. Drafting of the Regulations
 - a) Module 1: Zoning Districts and Uses
 - b) Module 2: Development and Design Standards
 - c) Module 3: Subdivision Standards
 - d) Module 4: Administration, General Provisions, Review Procedures, and Definitions
4. Adoption and Final Production

We are her



Project Initiation

- Work Sessions with Consultant
- Advisory Committee Meetings
- Board of Zoning Appeals (BZA)
- Planning Commission



Advisory Committee

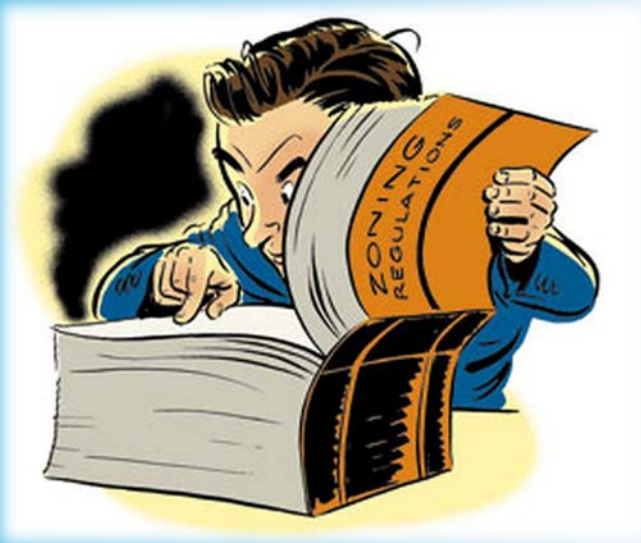


- Matt Davidson – City Council & Planning Commission
- Steve DeSalvo – Design Review Committee
- Don Hassler – Planning Commission
- Scott Lepsky- Planning Commission & BZA
- Missy O’Brien – Planning Commission
- Dale Paullus – City Council
- Kert Radel – Fairfield Chamber
- Tony Rawe – BZA
- Erin Simons – BZA
- Terry White – Fairfield Forward Committee
- Bill Woeste – Resident (former City Council member)
- Steve Wolterman – Law Department
- Staff: Greg Kathman, Nathaniel Kaelin, Erin Lynn, Lee Rosato

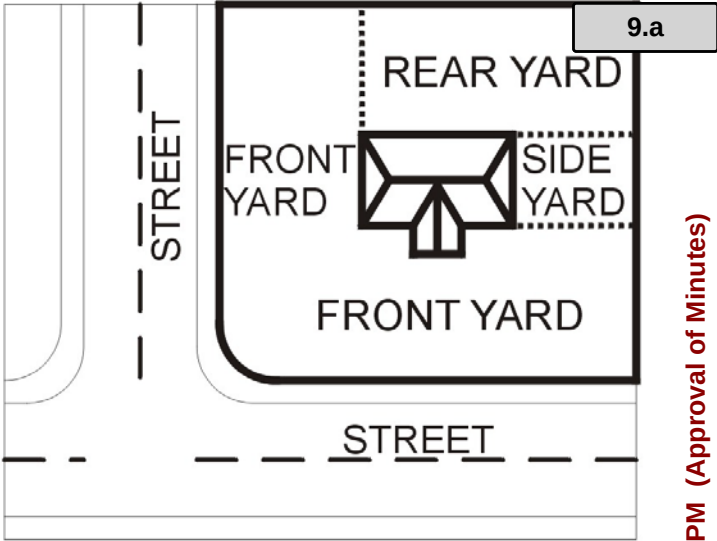
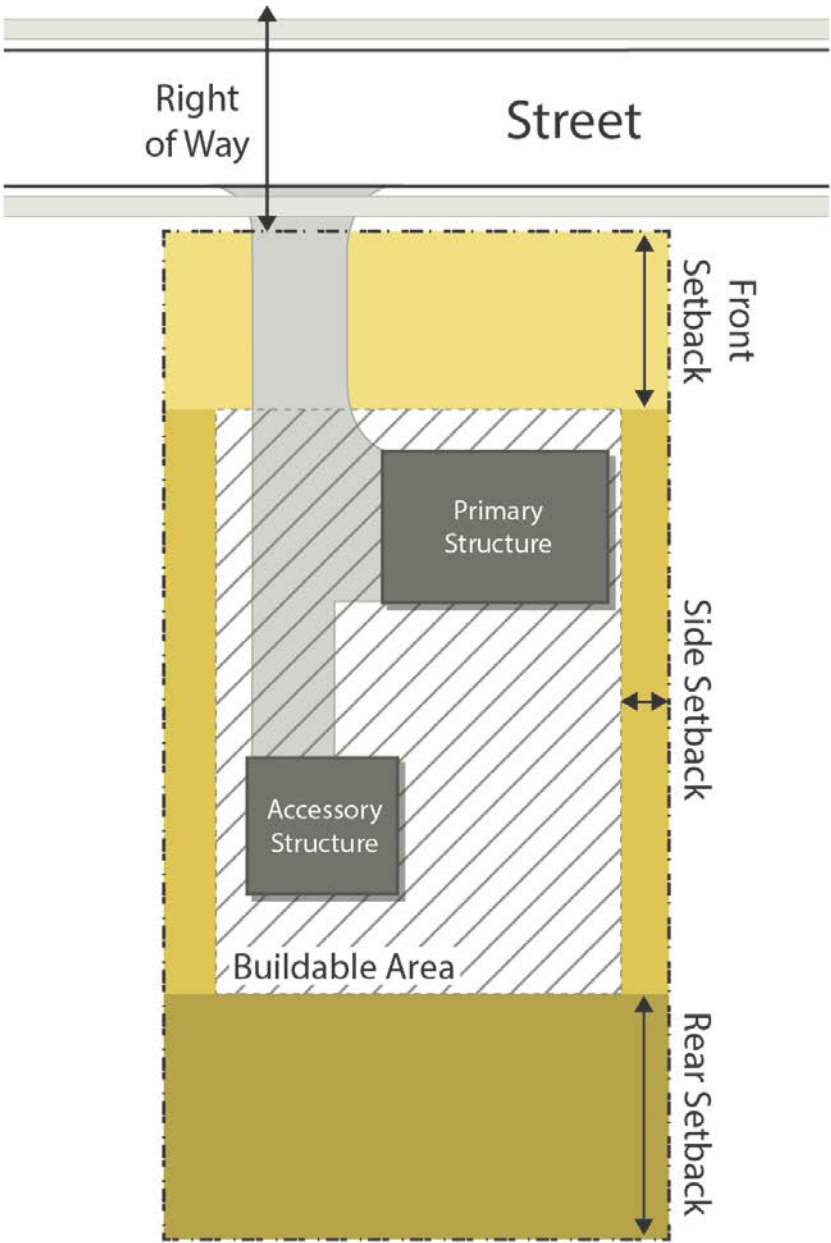
Code Diagnosis & Outline

Detailed documentation of the strengths and weaknesses of the current City of Fairfield Planning and Zoning Code

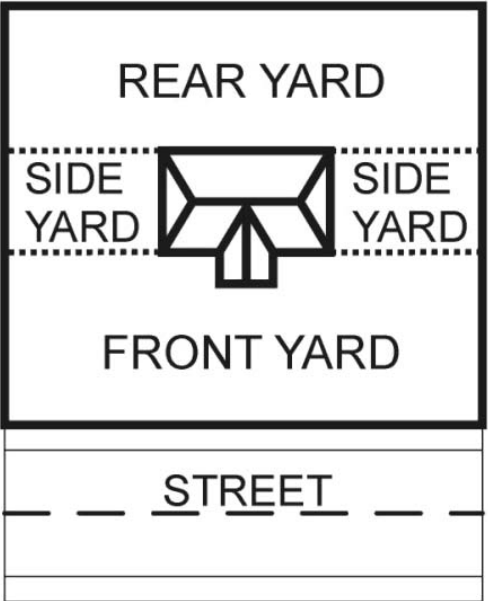
- *Analysis of the Current Regulations*
- *Proposed Code Outline*



Illustrate Key Concepts



CORNER LOT



INTERIOR LOT

Modernize and Improve Development Regulations



Parking Lots

- Right Size (max/min) parking requirements
- Adding landscaping requirements



Signage

- Sign code compliance with “content neutral” laws
- Update standards for signs in the city including type, dimensions, and electronic messages



Next Steps

1. Initiation
2. Code Diagnosis and Outline
3. Drafting of the Regulations
 - a) Module 1: Zoning Districts and Uses
 - b) Module 2: Development and Design Standards
 - c) Module 3: Subdivision Standards
 - d) Module 4: Administration, General Provisions, Review Procedures, and Definitions
4. Adoption and Final Production

We are her



Public Outreach

- Online information and engagement
 - www.fairfieldzoning.com
- Online surveys
- Stakeholder interviews
- Public meetings
- Newsletter articles
- Facebook posts
- City website



QUESTIONS OR COMMENTS

Community Engagement Application for Citizens



FAIRFIELD

February 14, 2022
Council-Manager
Briefing

FAIRFIELD + Citizen Request Tracker

9.a

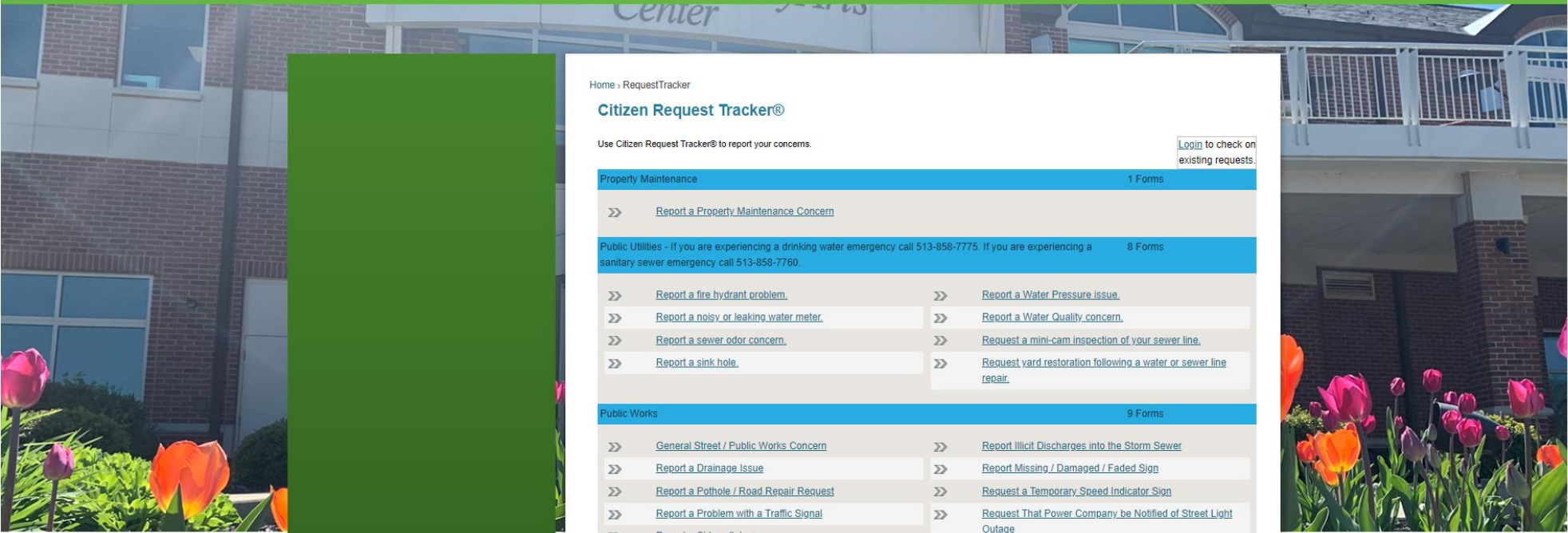
Create an Account - Increase your productivity, customize your experience, and engage in information you care about.

Sign in



GOVERNMENTCITY SERVICESDOING BUSINESSHOW DO I...

SEARCH...



Home > RequestTracker

Citizen Request Tracker®

Use Citizen Request Tracker® to report your concerns.

Login to check on existing requests.

Property Maintenance1 Forms

>> Report a Property Maintenance Concern

Public Utilities - If you are experiencing a drinking water emergency call 513-858-7775. If you are experiencing a sanitary sewer emergency call 513-858-7760.8 Forms

>> Report a fire hydrant problem.

>> Report a Water Pressure issue.

>> Report a noisy or leaking water meter.

>> Report a Water Quality concern.

>> Report a sewer odor concern.

>> Request a mini-cam inspection of your sewer line.

>> Report a sink hole.

>> Request yard restoration following a water or sewer line repair.

Public Works9 Forms

>> General Street / Public Works Concern

>> Report Illicit Discharges into the Storm Sewer

>> Report a Drainage Issue

>> Report Missing / Damaged / Faded Sign

>> Report a Pothole / Road Repair Request

>> Request a Temporary Speed Indicator Sign

>> Report a Problem with a Traffic Signal

>> Request That Power Company be Notified of Street Light Outage

>> Report a Sidewalk Issue

Select Language



10:48 AM
1/20/2022

Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)

Packet Pg. 29

FAIRFIELD + Citizen Request Tracker

9.a



Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)

FAIRFIELD + Citizen Request Tracker

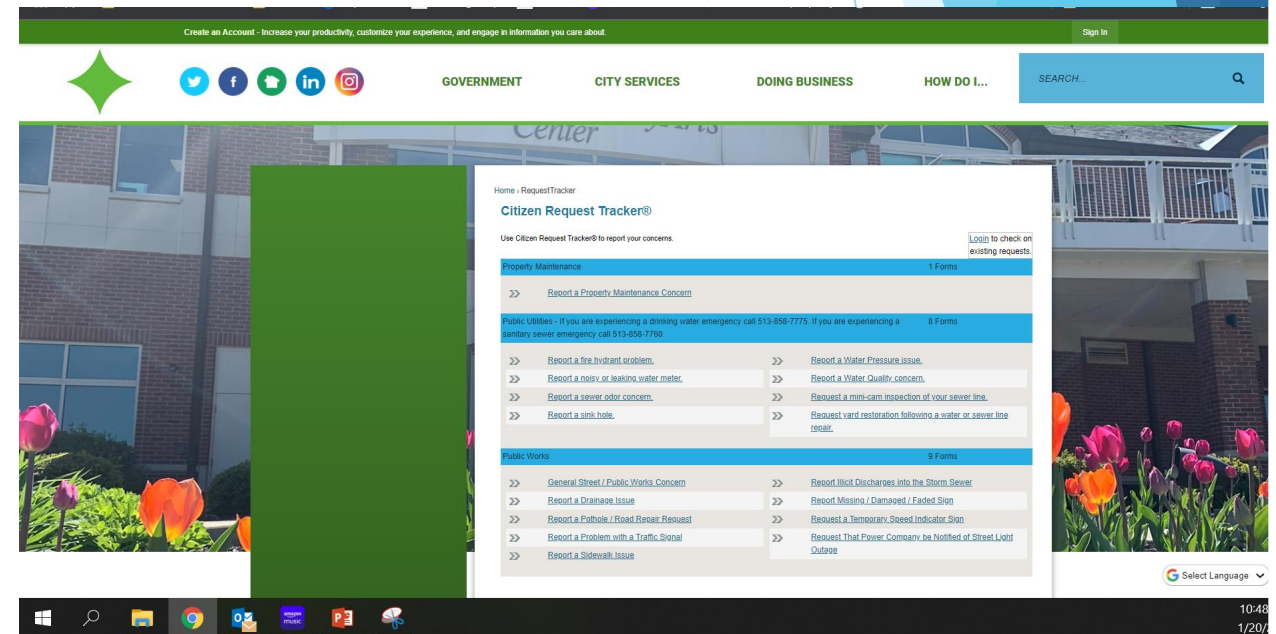
	2017	2018	2019	2020	2021
# requests	72	158	251	314	318

Year	Unique Users
2017	161
2018	767
2019	897
2020	952
2021	1172

FAIRFIELD + Citizen Request Tracker

9.a

Category	# request
iPhone	427
Property Maintenance	316
Public Utilities	79
Public Works	291



Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)

COMING
SPRING 2022!

A MOBILE APP TO "GET THINGS FIXED"
WHERE YOU LIVE AND WORK IN
FAIRFIELD!



FAIRFIELD

Purpose:

1. Replacement for the old app that's sun-setting
2. Simplify communications AND provide timely metrics
3. Give residents a voice and a sense of elevated customer service and transparency between government and residents



FAIRFIELD + SeeClickFix

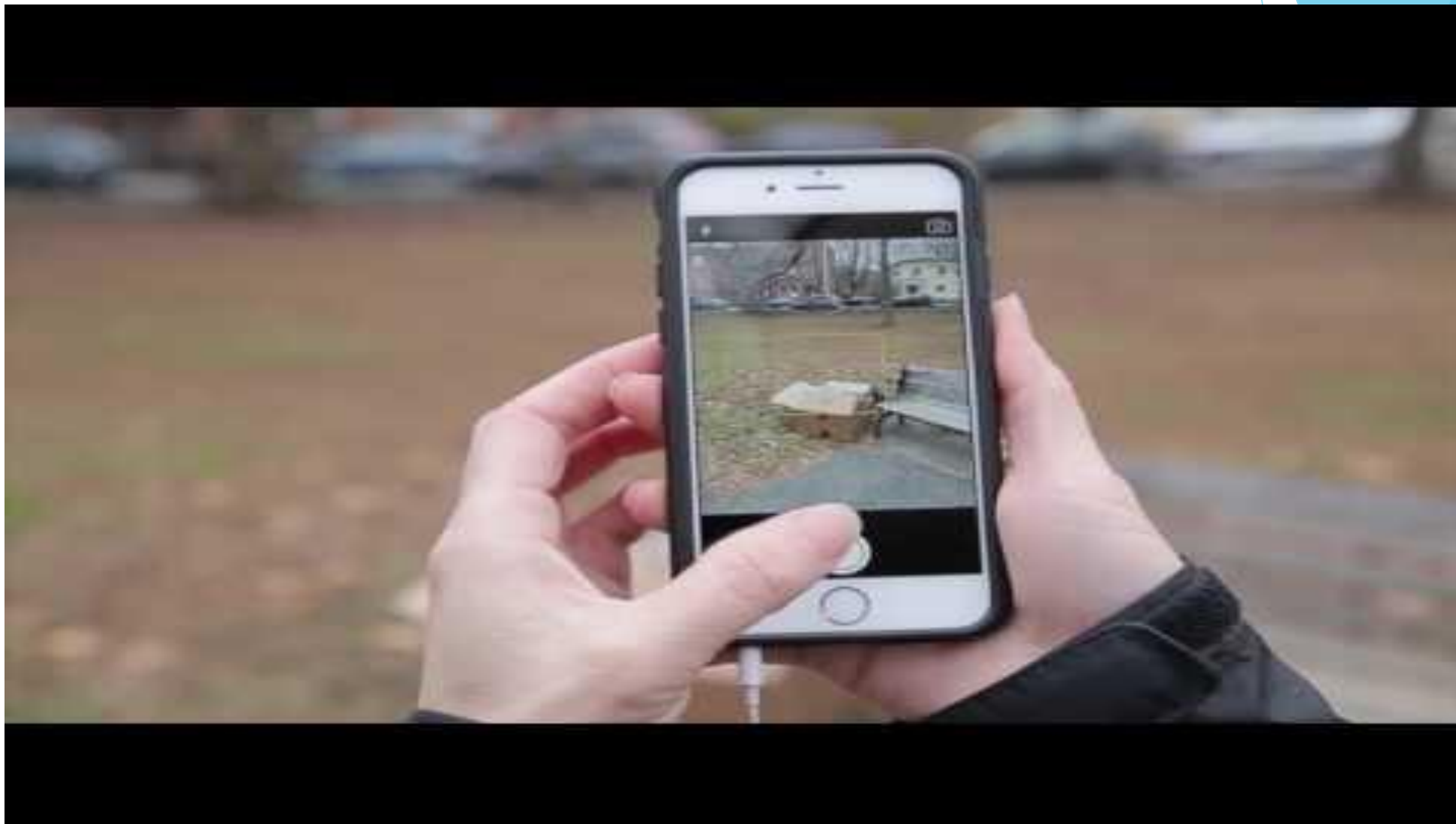
9.a



Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)



How to...





Let's Try It....

Google Calendar

My Drive - Google

OpenGov

RequestTracker

Request Search

(1) Facebook

crm-int.seeclickfix.com/#/organizations/915/issues

AppsPartners & Benchm...NEATOpenGovZoning MapALPCodeHome - CanvaAbandoned propertyCoF Time offOther bookmarksReading list

Fairfield, OH (Sandbox)RequestsWork OrdersMapReportsNoticesNEWHelp

SearchChange StatusChange Due DateRecategorizeAssignCommentMark as DuplicatePrint

Saved Searches

Created Date

Due Date

Closed Date

SLA Percentage

Status

1-4 of 4 Results

ID	Status	Details	Work Orders	Created	Due	Media
905445	Open	Grass & Weeds 409 Nilles Rd Fairfield, OH, 45014, USA Assignee: Unassigned test with code enforcement		01/14/2022 9:07 AM		
905253	Open	Abandoned property 950 Deis Dr Fairfield, OH, 45014, USA		01/06/2022 10:07 AM	01/06/2022	

201

1:19 PM

1/14/2022



Standard Operating Procedures

- Back-ups exist in every department
- 2 business day expectations for initial acknowledgement
- 5 business day expectation for service level agreements (from acknowledge to close); however, due dates can be changed with additional communication.
- All communication with residents will include:
 - Acknowledge that the request has been heard, is being address, or has been addressed
 - The staff member's plan to address/investigate/solve the request (if possible—if not possible, then this section shall include an explanation for why the request can or will not be mitigated)
 - A timeline for the resolution of the request (if applicable)
- Every request will have a minimum of 2 touch points—Acknowledgement and Closed



Metrics

Total Usage Metrics	% Usage Metrics	Satisfaction Metrics
• Monthly Submissions • App downloads • Monthly active users	• % of population • % of resident services on app • % of service requests per department	• Average time to close • Outstanding issues • Survey to follow requests



Map & Duplication

Fairfield, OH (Sandbox)

Requests

Work Orders

Map

Reports

Notices

NEW

Help

Search & Filter

Search

Created Date

Due Date

Closed Date

SLA Percentage

Status

Select All | Clear

Categories

Select All | Clear

River Rd

Indian Creek

Smith Rd

Hine Rd

Joyce Park

Riverside Natural Area

Pleasant Ave

Van Hook Ave

Zimmerman Ave

Schroeder Dr

Tylersville Rd

Mill Creek

Union Centre Blvd

Port Union Rd

Muhlhauser Rd

Dues Dr

W Crescentville

Mack Rd

Ross Rd

Dixie Hwy

Stockton

Resor Rd

S Gilmore Rd

Kelb Dr

Pleasant Run Farm

John Gray Rd

Lick Rd

Stone Mill Rd

Chateau Way

Muskopf Rd

Evale

William Harbin Park

Winton Rd

Cristal Dr

Nicks Rd

Symmes Rd

Magie Ave

Wyoming Ave

Symmes Corner

Illes Rd

Fairfield

Fairplay

City of Hamilton, OH, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

Powered by Esri

11:09 AM

1/20/2022

Minutes Acceptance: Minutes of Feb 14, 2022 7:00 PM (Approval of Minutes)

Packet Pg. 40

FAIRFIELD
FYI

Timeline

- Research & Brainstorming
- Admin Training

NOVEMBER

- SOP Finalized
- Council Preview
- Design marketing
- Prototyping

JANUARY**LAUNCH****MARCH****DECEMBER**

- Planning & Refining
- Begin SOP

FEBRUARY

- Iteration of Prototype
- Marketing begins

AUGUST & SEPTEMBER

- Assessment
- Internal review
- Council review



City Council Ordinance
Regular Meeting - February 28, 2022

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

Subject:

5846 Pleasant Avenue Rezoning

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the concept plan for the 5846 Pleasant Avenue Planned Unit Development.

Recommendation:

It is recommended that City Council have a first reading on this item at the December 13, 2021 meeting and set the joint public hearing date for January 10, 2022.

Background/Synopsis:

The property currently consists of six lots, five of which have direct frontage on Pleasant Avenue. The applicant is proposing to build a residential development consisting of 10 single-family lots. The development will consist of eight buildable lots, one open space lot, and one lot with an existing house that that will remain. The sizes and dimensions of the lots are smaller than the minimum size permitted in Fairfield. One street with a cul-de-sac is proposed.

Financial Impact:

None. This is a land use decision.

Emergency Provision Explanation:

NA

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

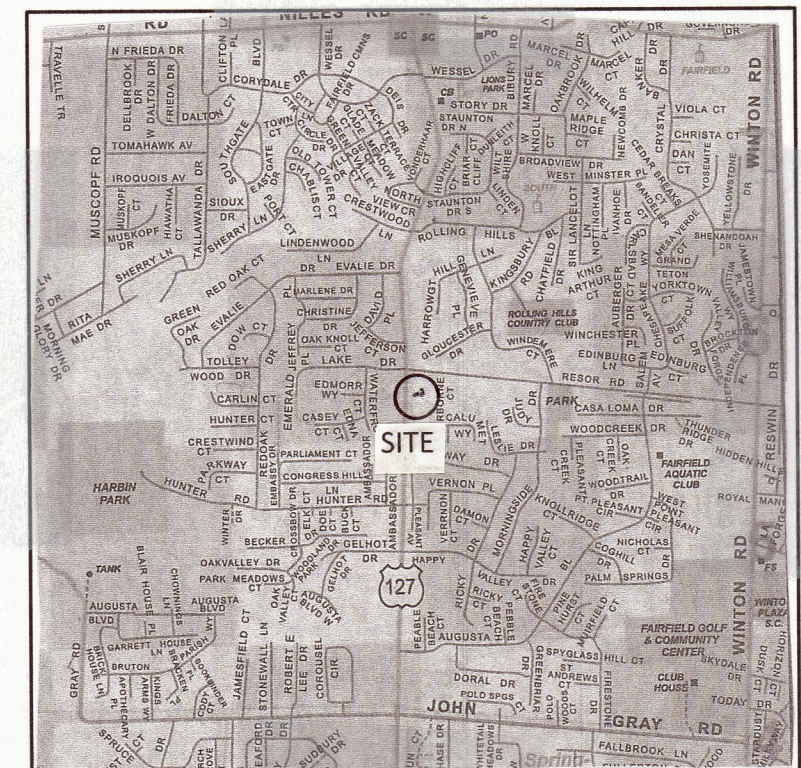
1. 5846 Pleasant Ave PUD_aerial map
2. 5846 PLEASANT PUD site plan_11.22.21
3. 5846 Pleasant Ave PUD-Ord
4. PC memo to Council-SL
5. Withdrawal

5846 Pleasant Avenue Subdivision PUD Request

10.B.1.a



Attachment: 5846 Pleasant Ave PUD_aerial map (3042 : 5846 Pleasant Avenue Rezoning)

VICINITY MAP
(N. T. S.)

GENERAL NOTES:

1. NO FEMA FLOOD PLAIN EXISTS AT THE SITE
2. EXISTING RESIDENCE AND GARAGE BUILDING TO REMAIN
3. SUBDIVISION TO BE BUILT IN ONE PHASE
4. CONSTRUCTION IS PLANNED FOR 2022
5. ALL UTILITIES TO BE INSTALLED UNDERGROUND
6. CONCRETE SIDEWALKS TO BE INSTALLED BOTH SIDES OF THE STREET
7. WATER AND SEWER TO BE PROVIDED BY THE CITY OF FAIRFIELD
8. UTILITIES SUCH AS ELECTRIC AND CABLE TO BE INSTALLED BY DUKE ENERGY
9. ALL CONSTRUCTION WORK TO BE PERFORMED IN ACCORDANCE WITH THE CITY FAIRFIELD REGULATIONS
10. A HOME OWNERS ASSOCIATION WILL BE ESTABLISHED FOR MAINTAINANCE OF THE SUBDIVISION
11. A MINIMUM GREEN SPACE HAS BEEN PROVIDED AROUND THE PERIMETER OF THE SUBDIVISION TOGETHER WITH A LARGE LOT DEDICATED AS GREEN SPACE IN THE FRONT NORTHWEST CORNER OF THE SITE.
12. PROPOSED ZONING= R-PUD, EXISTING ZONING= R-O

PROJECT SUMMARY

TOTAL PARCEL AREA= 3.525 ACRES
TOTAL NO. OF LOTS = 9
MINIMUM FRONTAGE AT BUILDING LINE= 68'
MINIMUM LOT AREA = 7,500 SQ. FT. (0.17 ACRES)
GREEN SPACE = 0.659 ACRES (18.03%)
OVERALL DENSITY = 2.51 LOTS/ACRE
EX. ZONING= R-O
PROPOSED ZONING = R-PUD

STREET DATA AND BUILDING SETBACKS

PROPOSED 5846 PLEASANT AVENUE SUBDIVISION
DEDICATED RIGHT OF WAY = 0.6509 ACRES
STREET LENGTH = 478.27 L. F.

EXISTING PLEASANT AVENUE DEDICATED
RIGHT OF WAY WITHIN PARCEL LIMITS= 0.3419 ACRES
ROAD LENGTH = 299.82 L. F.

SETBACK DATA:
FRONT YARD SETBACK (FSB) = 25'
BACK YARD SET BACK (BSB) = 15'
SIDE YARD SET BACK (SSB) MINIMUM = 7.5'
SIDE YARD SET BACK (SSB) TOTAL = 15'

PROPOSED PLEASAND AVENUE LEFT TURN LANE STRIPING PARAMETERS:

DECELERATION LENGTH = 50'
STOPPING AND STORAGE LENGTH= 125'
MINIMUM LANE WIDTH = 11'

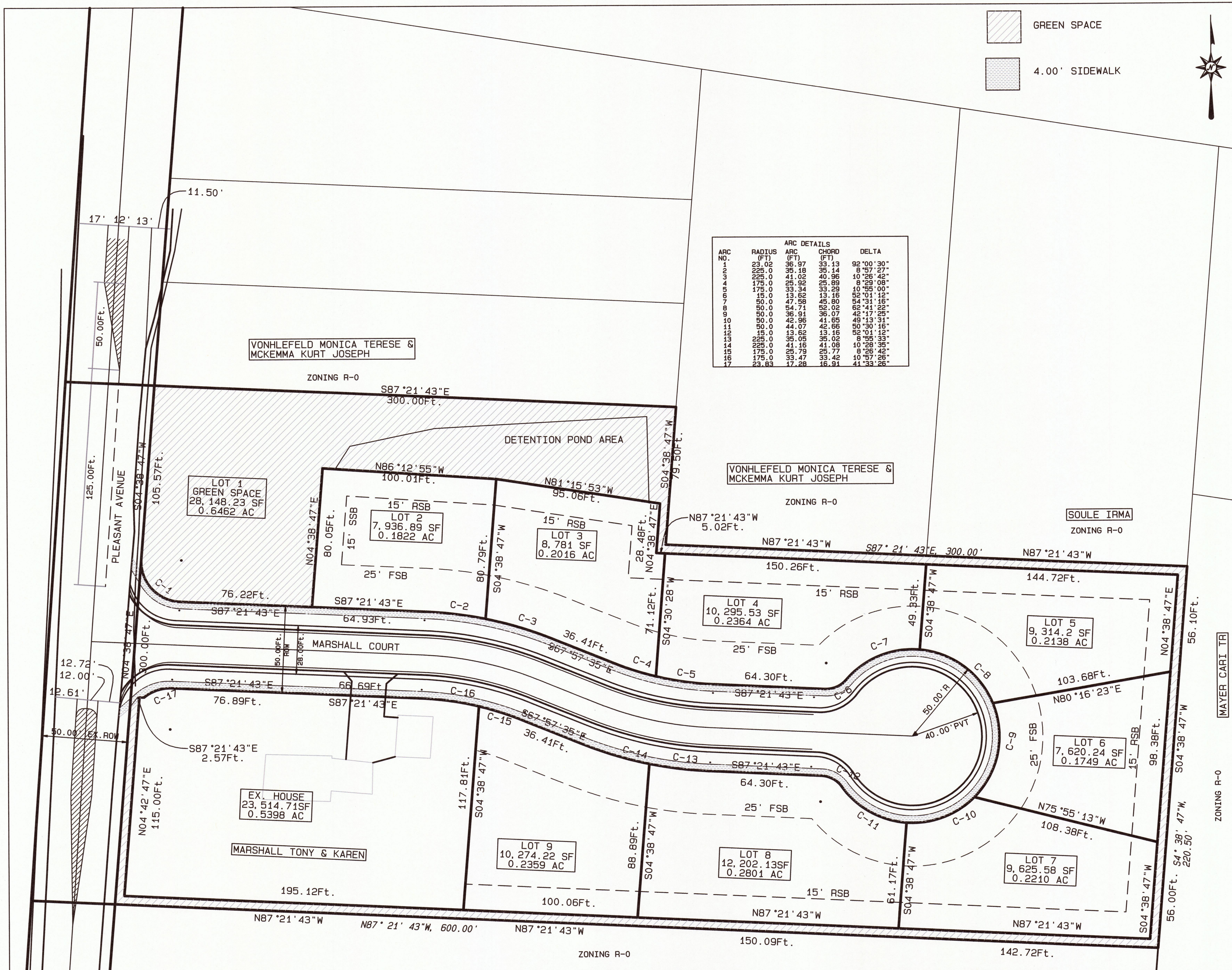
OWNERS:

TONY AND KAREN MARSHALL
5846 PLEASANT AVENUE
FAIRFIELD, OHIO 45140



Chen 11/17/21

ARC NO.	ARC DETAILS			
	RADIUS (FT)	ARC LENGTH (FT)	CHORD (FT)	DELTA
1	23.02	36.97	33.13	92°00'30"
2	26.19	36.18	33.01	92°01'27"
3	225.0	41.02	40.86	10°26'42"
4	175.0	25.92	25.99	8°29'08"
5	13.32	33.34	33.02	10°05'00"
6	15.0	13.62	13.16	52°04'12"
7	50.0	47.58	45.80	54°33'16"
8	50.0	46.71	45.02	52°02'22"
9	50.0	36.91	36.97	42°17'25"
10	50.0	42.96	41.65	49°33'31"
11	50.0	44.07	42.66	48°00'00"
12	15.0	13.62	13.16	52°04'12"
13	225.0	39.05	39.02	8°55'33"
14	175.0	41.18	40.86	10°26'42"
15	175.0	25.79	25.77	8°26'42"
16	175.0	33.47	33.42	10°07'26"
17	175.0	33.83	33.44	10°08'00"



PRELIMINARY PUD PLOT PLAN

DRAWING

REV.: DATE: 11-17-21

Sheet 1 of 1

5846 PLEASANT AVENUE SUBDIVISION
5846 PLEASANT AVENUE
FAIRFIELD, OHIO 45150

ULTRA TECHNIC SERVICES, INC.
6531 WEST CHESTER ROAD
WEST CHESTER, OHIO 45069
TEL.: 513-755-7879, FAX: 513-755-8923
E-MAIL: AKOMOLEDE@AOL.COM

Designed By: OGA
Drawn By: OGA
Checked By: -
Approved By: -

TONY AND KAREN MARSHALL
5846 PLEASANT AVENUE
FAIRFIELD OHIO 45140
TEL.: 859-393-5159

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT PLAN FOR THE 5846 PLEASANT AVENUE PLANNED UNIT DEVELOPMENT.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of the 3.5 acres of land on the east side of Pleasant Avenue, approximately 200 feet south of Resor Road, located at 5846 Pleasant Avenue and being lots 3128, 3129, 3130 (2 parts), 3131 and 3132 of the City of Fairfield from its present R-O, One-Family Residence District, classification by approving the concept plan for the 5846 Pleasant Avenue Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

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

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

Attachment: 5846 Pleasant Ave PUD-Ord (3042 : 5846 Pleasant Avenue Rezoning)

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

Clerk of Council

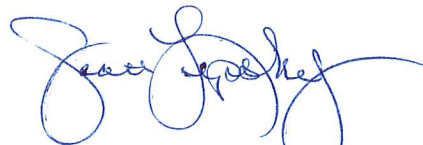
Active Clients\City of Fairfield\Ordinances\2021\5846 Pleasant Ave PUD-Ord

Attachment: 5846 Pleasant Ave PUD-Ord (3042 : 5846 Pleasant Avenue Rezoning)

DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairperson
Subject: Planning Commission Recommendation
Date: January 27, 2022

Please be advised at the Planning Commission meeting held on Wednesday, January 26, 2022, the Planning Commission voted 4-0 against recommending approval of the proposed Planned Unit Development Concept Plan for a single-family subdivision located at 5846 Pleasant Avenue on approximately 3.4 acres of land. The Commission felt the proposed project was not compatible with the Fairfield Forward Comprehensive Plan with regard to Goal HN1 ("Protect and preserve existing residential neighborhoods") and Policy HN1 1.1 ("Require that infill housing is compatible with the surrounding housing and with the general characteristics of the neighborhood, including setback, scale and materials") as well as section 1145.07 (Architectural Standards for Principal Residential Structures on Infill Parcels) of the City of Fairfield Codified Ordinance. The Commission stated that the proposed small lots and small setbacks were incompatible with the surrounding larger lots located in the southeast Pleasant and Resor area and differed too much from the existing R-0 zoning requirements. In addition, the Commission was concerned about traffic safety along Pleasant Avenue and about the financial viability of the developer's projections.



Scott Lepsky, Chairperson
Fairfield Planning Commission

Attachment

CC: Don Bennett, Acting City Manager
Alisha Wilson, Clerk of Council
Greg Kathman, Development Services Director
Ben Mann, Public Works Director
John Clemmons, Law Director
Planning Commission Members (7)

Attachment: PC memo to Council-SL (3042 : 5846 Pleasant Avenue Rezoning)

Alisha Wilson

From: Greg Kathman
Sent: Tuesday, February 15, 2022 1:46 PM
To: Alisha Wilson
Cc: Erin Lynn; Steve Wolterman
Subject: FW: Mr. Greg Kathman City Of Fairfield

Alisha,

Please see the email below from Mr. Tony Marshall in which he requests to withdraw his application for rezoning for the 5846 Pleasant Avenue project. Can you please add this message to the Council correspondence and make the proper notation on the agenda for the Feb 28 Council meeting? Thank you.

Greg Kathman

Development Services Director
 City of Fairfield, Ohio
 5350 Pleasant Ave.
 Fairfield, OH 45014
 513-867-5345



www.fairfieldoh.gov



The City of Fairfield is subject to Ohio sunshine laws relating to public records. Email sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and recipients of City email should be aware that their emails may be subject to disclosure upon request. This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, employee or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.

From: aalaptops andmore <aalaptopsandmore@yahoo.com>
Sent: Monday, February 14, 2022 6:21 PM
To: Greg Kathman <gkathman@fairfield-city.org>
Subject: Mr. Greg Kathman City Of Fairfield

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I request to withdraw my application for PUD.

Tony Marshall

Attachment: Withdrawal (3042 : 5846 Pleasant Avenue Rezoning)

5846 Pleasant Ave.

Attachment: Withdrawal (3042 : 5846 Pleasant Avenue Rezoning)



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

2022 Sidewalk/Apron Replacement Program

Legislation Title:

Ordinance to authorize the City Manager to enter into a one (1) year contract with Prus Construction of Cincinnati, Ohio for the 2022 Sidewalk/Apron Replacement Program.

Recommendation:

The staff recommends that City Council authorize the City Manager to enter into a one (1) year contract with Prus Construction of Cincinnati, Ohio for the 2022 Sidewalk/Apron Replacement at the unit prices indicated. The recommendation to exercise the year 2 option is to be determined.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$137,000.00 from the General Fund for the 2022 portion of this project.

Background/Synopsis:

The sidewalk replacement program was implemented to complete inspections of all city sidewalks on a four (4) year rotational basis.

This is an ongoing program that was implemented in 1994 to inspect sidewalks and approach aprons citywide. The program was designed to complete inspections of all city sidewalks on a four (4) year rotating basis. Marking of sidewalks and aprons citywide has been completed for the 2022 program year. There are approximately 526 property locations marked for repair or replacement (16 of these are City responsibility while the rest are resident/business owner responsibility). There are approximately 5,690 Square Feet of 4" (sidewalk), 3,990 Square Feet of 7" (driveway aprons) concrete, and 320 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement. There are 398 locations currently marked for repair via the cutting method. The cutting method was used for the last several years as part of the sidewalk project and has proved an effective method for limiting damage to the adjacent lawn and inconvenience to the residents while also being a cost saving measure for the property owners. The funding for the cutting will be requested in a separate letter and is done by a different contractor.

The property owners are notified by certified mail that they have sixty days to perform the work themselves, seek an independent contractor on their own, or have the city's contractor perform the work. If they choose to use the City contractor, the property owners are required to reimburse the City by either invoice payment or through an assessment on their property taxes collected over a five (5) year period.

The project was advertised on January 14 and January 21. A bid opening was held on January 31, 2022 for which five (5) bids were received. The bid results are attached.

The lowest and best bidder is Prus Construction Company of Cincinnati, Ohio.

Financial Impact:

\$137,000.00 (\$126,027.50 for the sidewalk plus a contingency of \$10,972.50) from the General Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. 2022 Sidewalk and Apron Repair and Replacement Program Bid Results
2. 2022 Sidewalk Program Map
3. Prus Construction-Ord

City of Fairfield

Bid Tabulation for "2022 Sidewalk & Apron Repair and Replacement Program"

Bid Opening: January 31, 2022, City of Fairfield Council Chambers

Estimate - \$121,055.00 1 yr.

Hendy Inc. 7968 Wesselman Rd. Cleves, OH 45002 513-353-4400	R.A. Miller Construction 4148 Augspurger Rd. Hamilton, OH 45011 513-896-5011	Prus Construction 5325 Wooster Pike Cincinnati, OH 45226 513-321-7774
---	--	---

Description	Bid Unit	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 1	Unit Cost Yr 2
Concrete Sidewalks - 4" (approx. 5, 690 S.F.)	Surface Sq. Ft.	\$ 11.00	\$ 12.00	\$ 13.50	\$ 14.15	\$ 11.00	\$ 12.25
Concrete Driveway Aprons /Approaches - 7" (approx. 3,990 S.F.)	Surface Sq. Ft.	\$ 12.00	\$ 13.00	\$ 14.00	\$ 14.75	\$ 11.25	\$ 12.50
Concrete Driveway Aprons /Approaches - 9" (approx. 320 S.F.)	Surface Sq. Ft.	\$ 14.00	\$ 15.00	\$ 15.00	\$ 15.75	\$ 15.00	\$ 16.50
Curb Ramps (with truncated domes) (approx. 5 each)	Each	\$ 655.00	\$ 800.00	\$ 400.00	\$ 600.00	\$ 500.00	\$ 550.00
Modified Type 6 Curb (Lawn curb) (approx. 50 feet)	Foot	\$ 39.00	\$ 44.00	\$ 25.00	\$ 30.00	\$ 25.00	\$ 27.50
Concrete Curb & Gutter (miscellaneous) (approx. 200 feet)	Foot	\$ 64.00	\$ 70.00	\$ 50.00	\$ 52.00	\$ 50.00	\$ 55.00
Total Base Bid (Yr. 1 Only)		\$132,975.00		\$150,725.00		\$126,027.50	

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.

City of Fairfield**Bid Tabulation for "2022 Sidewalk & Apron Repair****Bid Opening: January 31, 2022, City of Fairfield Co****Estimate - \$121,055.00 1 yr.**

Adleta Construction PO Box 15872 Cincinnati, OH 45014 513-554-1469	Ohio Heavy Equipment 260 Osborne Dr. Fairfield, OH 45014 513-965-6600
--	---

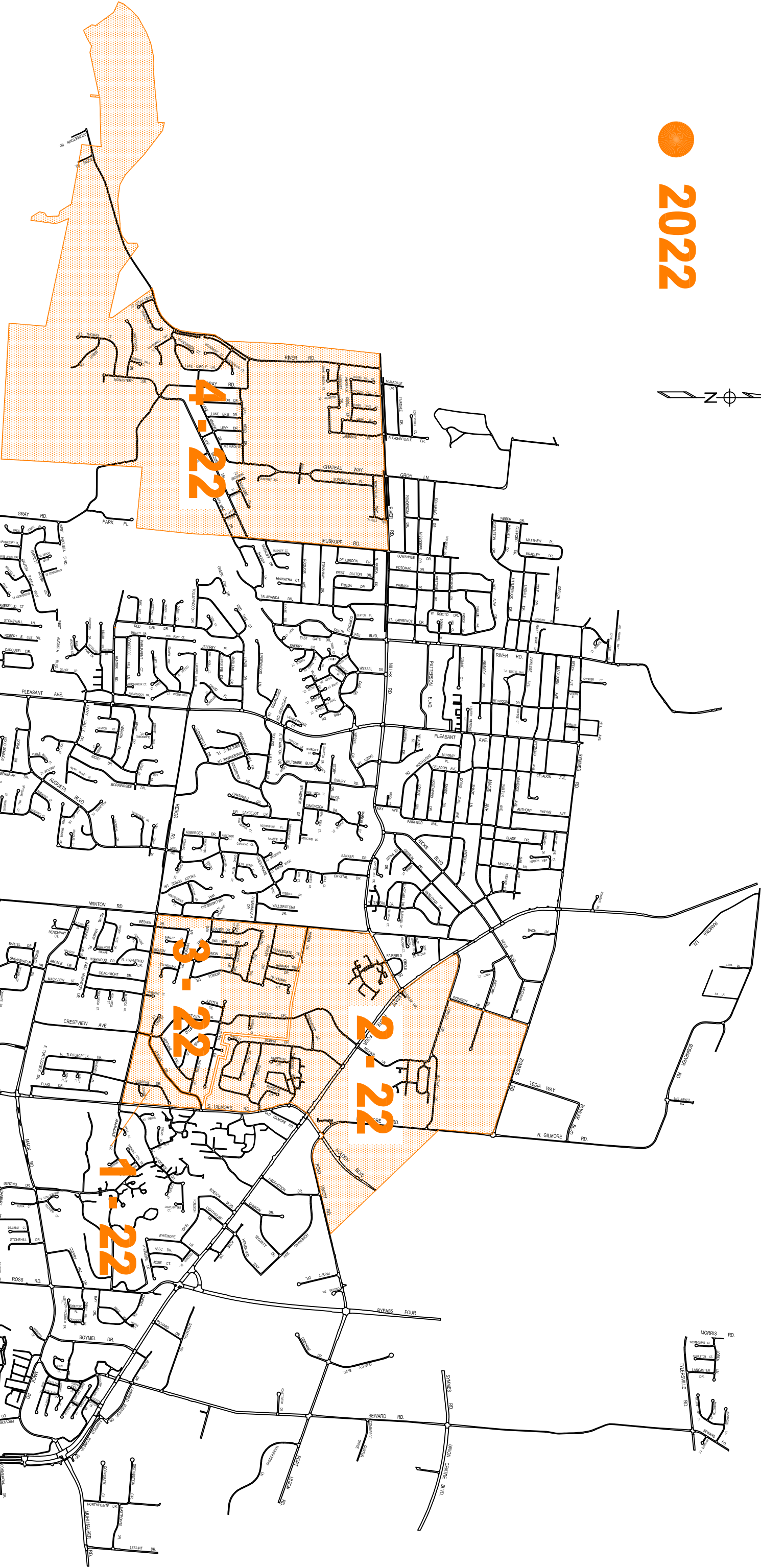
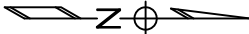
Description	Bid Unit	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 1	Unit Cost Yr 2
Concrete Sidewalks - 4" (approx. 5, 690 S.F.)	Surface Sq. Ft.	\$ 16.33	\$ 17.97	\$ 11.00	\$ 12.00
Concrete Driveway Aprons /Approaches - 7" (approx. 3,990 S.F.)	Surface Sq. Ft.	\$ 18.92	\$ 20.81	\$ 11.75	\$ 12.75
Concrete Driveway Aprons /Approaches - 9" (approx. 320 S.F.)	Surface Sq. Ft.	\$ 21.46	\$ 23.60	\$ 14.25	\$ 15.50
Curb Ramps (with truncated domes) (approx. 5 each)	Each	\$ 2,279.81	\$ 2,507.79	\$ 625.00	\$ 700.00
Modified Type 6 Curb (Lawn curb) (approx. 50 feet)	Foot	\$ 41.62	\$ 45.78	\$ 37.00	\$ 42.00
Concrete Curb & Gutter (miscellaneous) (approx. 200 feet)	Foot	\$ 53.07	\$ 58.38	\$ 55.00	\$ 62.00
Total Base Bid (Yr. 1 Only)		\$199,369.75		\$130,007.50	

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.

Sidewalk Replacement Program



2022



CITY OF FAIRFIELD				JOB NO.	
370 North Giroux Road - Fairfield, Ohio (513) 887-4300				TITLE SHEET	
NO.	DATE	DESIGN-APPROV	DESIGN-APPROV	DATE	
1				11/4/21	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					
70					
71					
72					
73					
74					
75					
76					
77					
78					
79					
80					
81					
82					
83					
84					
85					
86					
87					
88					
89					
90					
91					
92					
93					
94					
95					
96					
97					
98					
99					
100					
101					
102					
103					
104					
105					
106					
107					
108					
109					
110					
111					
112					
113					
114					
115					
116					
117					
118					
119					
120					
121					
122					
123					
124					
125					
126					
127					
128					
129					
130					
131					
132					
133					
134					
135					
136					
137					
138					
139					
140					
141					
142					
143					
144					
145					
146					
147					
148					
149					
150					
151					
152					
153					
154					
155					
156					
157					
158					
159					
160					
161					
162					
163					
164					
165					
166					
167					
168					
169					
170					
171					
172					
173					
174					
175					
176					
177					
178					
179					
180					
181					
182					
183					
184					
185					
186					
187					
188					
189					
190					
191					
192					
193					
194					
195					
196					
197					
198					
199					
200					
201					
202					
203					
204					
205					
206					
207					
208					
209					
210					
211					
212					
213					
214					
215					
216					
217					
218					
219					
220					
221					
222					
223					
224					
225					
226					
227					
228					
229					
230					
231					
232					
233					
234					
235					
236					
237					
238					
239					
240					
241					
242					
243					
244					
245					
246					
247					
248					
249					
250					
251					
252					
253					
254					
255					
256					
257					
258					
259					
260					
261					
262					
263					
264					
265					
266					
267					
268					
269					
270					
271					
272					
273					
274					
275					
276					
277					
278					
279					
280					
281					
282					
283					
284					
285					
286					
287					
288					
289					
290					
291					
292					
293					
294					
295					
296					
297					
298					
299					
300					
301					
302					
303					
304					
305					
306					
307					
308					
309					
310					
311					
312					
313					
314					
315					
316					
317					
318					
319					
320					
321					
322					
323					
324					
325					
326					
327					
328					
329					
330					
331					
332					
333					
334					
335					
336					
337					
338					
339					
340					
341					
342					
343					
344					
345					
346					
347					
348					
349					
350					
351					
352					
353					
354					
355					
356					
357					
358					
359					
360					
361					
362					
363					
364					
365					
366					
367					
368					
369					
370					
371					
372					

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
ONE (1) YEAR CONTRACT WITH PRUS CONSTRUCTION FOR THE 2022
SIDEWALK/APRON REPLACEMENT PROGRAM.

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 one (1) year contract with Prus Construction for the 2022 Sidewalk/Apron Replacement Program in accordance with the contract 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\2022\Prus Construction-Ord

Attachment: Prus Construction-Ord (3086 : 2022 Sidewalk/Apron Replacement Program)



City Council Ordinance
Regular Meeting - February 28, 2022

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

Subject:

Development Agreement for Fairfield Logistics Center

Legislation Title:

Ordinance to authorize the City Manager to execute a Development Agreement with Al Neyer RE LLC and Fairfield Township, which will facilitate construction of a speculative industrial park at a 146 acre site on Seward Road within Fairfield Township, including improvements to city-owned roadways, and declaring an emergency.

Recommendation:

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

Background/Synopsis:

Al Neyer, a commercial real estate development firm based in Cincinnati, has partially acquired and plans to fully acquire a 146 acre site located at 7950 and 8200 Seward Road in Fairfield Township. Al Neyer plans to develop a speculative industrial park on the site, to be known as "Fairfield Logistics Center." The project will include the construction of up to three new buildings targeted for e-commerce, general distribution, and manufacturing companies.

The property is fully located within Fairfield Township, however the property is accessed by Seward Road which is located within, owned, and maintained by the City of Fairfield. Al Neyer conducted a traffic impact study that determined that several roadway improvements are necessary to accommodate the development. In order to facilitate the development and necessary roadway improvements, the City, the Township, and the developer have negotiated a Development Agreement.

Approval of the ordinance would authorize the City Manager to enter into the Development Agreement. The Agreement would provide for the following:

- The City and Township will partner to create a Joint Economic Development District (JEDD) at the project site. The JEDD will allow the City to collect income tax on the development. Income tax proceeds will be shared between the City and Township to support ongoing public services to the site. Creation of the JEDD will require separate legislative action by both the City and Township.
- Al Neyer will be responsible for completing widening and regrading Seward Road in front of the new development. This phase of roadway construction is estimated at \$1,350,000 and

would be completed concurrent with building construction.

- The City will be responsible for intersection improvements at Seward and Tylersville Roads. The Township will contribute \$250,000 and Al Neyer will contribute \$150,000 towards this phase of roadway construction, which is expected to be substantially completed in 2023.
- The City agrees to seek grant funding before the end of 2024 to realign and ease the back-to-back curves on Seward Road immediately south of the development. Construction is anticipated to be completed in 2026 unless grant funds are available earlier.

In addition to the Development Agreement and a contract for the JEDD, a TIF Agreement (between the Township and developer) and a School Compensation Agreement (between the Township, Fairfield City Schools, and Butler Tech) are also anticipated as part of the project. The City will not be a party to the two latter agreements.

Should the project proceed, the developer plans to construct between 850,000 and 1,400,000 square feet. The TIF agreement is performance-based and establishes an underperformance payment if jobs and payroll commitments are not met from the project. Based on the project square feet, the development could create at least 425 to 725 new jobs within three years of completion of construction. Anticipated future payroll is estimated to exceed \$14,875,000 to \$25,375,000.

Financial Impact:

Al Neyer plans to construct multiple warehouse and manufacturing buildings on Seward Road in Fairfield Township. This agreement will provide for nearly \$2.5 million in improvements to city-owned roadways and provide for ongoing revenue sharing through the creation of a JEDD with Fairfield Township.

Emergency Provision Explanation:

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

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Development Agreement - FAIRFIELD LOGISTICS CENTER
2. Al Neyer RE LLC-Ord

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into to be effective as of the [REDACTED] day of __2022 (the “**Effective Date**”), by and among AL. NEYER RE, LLC, an Ohio limited liability company, with offices at 300 W. 3rd Street, Suite 800, Cincinnati, Ohio 45202 (the “**Company**”), FAIRFIELD TOWNSHIP, a township located in Butler County, Ohio duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices at 6032 Morris Road, Fairfield Township, OH 45011 (the “**Township**”) and the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “**City**”), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104. The Company, the Township and the City may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND INFORMATION

A. The Company, through itself or one or more of its Affiliates (as defined below), intends to construct, or cause to be constructed, a new, state-of-the-art industrial park in the Township anticipated to contain approximately Eight Hundred Fifty Thousand square feet (850,000 ft²) to One Million Four Hundred Thousand square feet (1,400,000 ft²) of warehouse, distribution center and/or light manufacturing buildings (the “**Project**”) on all or a portion of the site consisting of approximately one hundred sixty-four (164) acres, situated on portions of Parcel Nos. A0300-007-000-031, A0300-007-000-013, A0300-007-000-023, A0300-007-000-003, A0300-007-000-032, A0300-007-000-028, A0300-007-000-029, and in Fairfield Township, Butler County, Ohio (the “**Project Site**”), a legal description of which is attached hereto as Exhibit A and incorporated herein by reference, and a depiction of which is attached hereto as Exhibit A-1 and incorporated herein by reference, with each parcel of real property within the Project Site referred to herein as a “**Parcel**,” and collectively, the “**Parcels**” (whether as presently appearing on the County tax duplicate or as subdivided or combined and appearing on future tax duplicates);

B. On or about December 1, 2021, the Company (or one of its Affiliates) acquired approximately 60 acres of the Project Site (consisting of Parcel Nos. A0300-007-000-013, A0300-007-000-028, and A0300-007-000-003). The Company intends to acquire (or cause its Affiliates to acquire) the remaining 104 acres by the second quarter of 2022. Ultimately, the Company plans to subdivide the Project Site to create a separate Parcel for each building.

C. The Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth that will benefit the Township and the City, and after careful review and deliberation, the Township and City have each determined that it is in their respective best interests and in the public interest of their citizens to enter into this Agreement to provide certain assurances and support to the Company and for the Project, as more particularly described herein.

D. The development incentives and support that the Company is expected to receive from the Township and City, are: (1) tax increment financing (“**TIF**”) for which the Company will be eligible for reimbursement from the tax increment financing fund (the “**TIF Fund**”) for costs that qualify for reimbursement under Ohio TIF law (other than costs of the Road Improvements, defined *infra*), (2) the formation of a joint economic development district for the Project (the

“JEDD”); (3) the improvement and expansion of certain roadways adjacent to the Project Site subject to conditions set forth herein; and (4) the consideration, in the ordinary course of legislative business, of property tax abatements for development of the Project Site (collectively, the “**Project Incentives**,”).

E. In addition to the foregoing, the Township intends to cause the issuance through an appropriate Ohio port authority (the “**Authority**”) of tax increment revenue bonds secured by the revenues generated by the TIF (the “**TIF Bonds**”) in order to pay for a portion of the costs of the Road Improvements (defined *infra*).

F. To support the Project Incentives as set forth herein, the Parties anticipate entering into further agreements, including: (1) a Tax Increment Financing Agreement between the Township and the Company (the “**Township TIF Agreement**”); (2) a Joint Economic Development District Contract between the Township and City, (3) a School Compensation Agreement among the Township, the Fairfield City School District (the “**School District**”), and the Company (the “**School Compensation Agreement**”), and (4) a Cooperative Agreement by and between the Township and the Authority, and such other parties as are deemed necessary, in order to effect the issuance of the TIF Bonds (the “**Cooperative Agreement**”).

G. The City, through Ordinance No. [_____] dated _____, 2022, has approved and authorized the execution and performance of this Agreement.

H. The Township, through Resolution No. [_____] dated _____, 2022, has approved and authorized the execution and performance of this Agreement.

I. The Company has approved and authorized the execution of this Agreement by its duly authorized representative.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Company, the Township and the City hereby agree as follows:

ARTICLE I **TERM, CONDITIONS AND INITIAL PAYMENT**

1. Term. The term of this Agreement shall be for a period of thirty-two (32) years from the Effective Date, unless otherwise terminated as set forth herein (the “**Term**”).

ARTICLE II **DEVELOPMENT INCENTIVES**

1. TIF Agreement. The Township and Company agree, subject to the approval by the Township Board of Trustees and in compliance with O.R.C. § 5709.73 *et seq.*, to enter into a Tax Increment Financing Agreement substantially in the form attached hereto as Exhibit B (the “**TIF Agreement**”). The Project is subject to a parcel-by-parcel “rolling” thirty (30) year, one hundred

percent (100%), non-school TIF exemption passed by the Township pursuant to its Resolution No. 18-154 (the “**Original Resolution**”, and the exemption effected thereby being the “**TIF Exemption**”). For the TIF Exemption, the “rolling” build-out period was established in 2018 as ten years, with the TIF Exemption for each parcel commencing the earlier of (i) the first year for which there is an increase in fair market value of at least Two Million and No/100 Dollars (\$2,000,000), or (ii) tax year 2028. The Township acknowledges that the Company plans to subdivide the Project Site to create a separate parcel for each building.

Pursuant to an amendment to the TIF Resolution passed by the Township on _____, 2022 in the form of its Resolution No. _____ (the “**Amending Resolution**”, and together with the Original Resolution, the “**TIF Resolution**”), and further pursuant to the terms of the School Compensation Agreement and the TIF Agreement, the Township will apply statutory service payments generated by the TIF (the “**Statutory Service Payments**”) first, to pay school compensation required and as more fully set forth under the School Compensation Agreement (the “**School Payments**”), second, to pay debt service charges on the TIF Bonds as more fully set forth in the Cooperative Agreement, third, to reimburse the Company for Qualifying Costs (as such term is defined in the Township TIF Agreement) in the manner more fully set forth in the TIF Agreement, and fourth, the remaining Statutory Service Payments will be retained by the Township for any lawful purpose.

As soon as practicable after the Effective Date, the Township will commence the process of enacting necessary legislation and negotiating a Cooperative Agreement with the Authority, which Cooperative Agreement will be on terms reasonably satisfactory to all parties thereto. The intent of such legislation and negotiations will be to allow for the Township to cause the issuance through the Authority of TIF Bonds which will generate at least \$800,000.00 in project funds available for the construction of the Roadway Improvements (defined *infra*).

2. JEDD Contract. The City and Township agree, subject to approval by the City Council and the Township Board of Trustees and pursuant to R.C. § 715.72, to create a JEDD by entering into a Joint Economic Development District Contract substantially in the form attached hereto as Exhibit C (the “**JEDD Contract**”) and following the steps required by Ohio law for the formation of the JEDD. The territory subject to the JEDD shall include the Project Site. The Company will cooperate in the establishment of the JEDD and amendments to the JEDD, as contemplated by this Section and not otherwise inconsistent with this Agreement, by providing a petition requesting creation of the JEDD over the portions of the Project Site owned by the Company or its affiliates in form and substance sufficient to allow the City and Township to approve the JEDD Contract (the “**JEDD Petition**”). If and when the Company (or any of its Affiliates) acquire any other portion of the Project Site, the Company will file (or cause its Affiliates to file) a supplemental JEDD Petition requesting the inclusion of such after-acquired property into the JEDD on the same terms as the initial JEDD Petition.

The material terms of the JEDD Contract shall include the following: (1) the income tax rate imposed within the JEDD territory shall not exceed one and a half percent (1.5%); (2) the City shall receive a service fee equal to five percent (5%) of gross income tax revenues collected for agreeing to administer, collect and enforce the income tax on behalf of the JEDD; (3) the JEDD

board of directors (the “**JEDD Board**”) shall receive annual payments for its administrative expenses which shall not exceed five percent (5%) of the gross income tax revenues from the JEDD during the previous calendar year or Five Thousand Dollars (\$5,000), whichever is less; (4) the net tax revenues distributed from the JEDD shall be paid twenty-five percent (25%) to the City and seventy-five percent (75%) to the Township; and (5) the City shall be deemed to have approved any property tax abatement consented to by the Township during the term of the JEDD.

As part of the JEDD Contract and consistent with R.C. § 715.72, the Parties will prepare and complete certain related documents for the JEDD, including, but not limited to: (1) economic development plan; (2) schedule for new expanded or additional services, facilities or improvements; (3) map and boundary description; and (4) schedule for collection of income tax. The Parties further will comply with all related requirements for the formation of the JEDD consistent with R.C. § 715.72, including the circulation of petitions, the conduct of public hearings, issuance of any required notices, and adoption of any necessary ordinance or resolution.

3. **Road Improvements.** The City, Township and Company agree to make certain road improvements to support the Project by improving Seward Road and Tylersville Road (at its intersection with Seward Road) as described on the Scope of Work attached hereto as Exhibit D (collectively, the “**Road Improvements**”). The Road Improvements consist of three phases, **Phase I, Phase II, and Phase III**, each as such phases are more fully described in Exhibit D. The Parties have received an estimate for the Road Improvements showing that the total cost of the Road Improvements will be approximately \$2,750,000. The scope of Phase III of the Road Improvements may be reduced by the City and Township to the extent that the OPWC Grant (defined *infra*) is not awarded, or is awarded in less than the anticipated amount.

The Company shall obtain engineering drawings and specifications related to the Road Improvements for all three phases which are sufficient for bidding and construction of the Road Improvements and shall be responsible for all costs associated with those engineering drawings and specifications. The Company shall be eligible to receive reimbursement pursuant to the TIF Agreement for all monies contributed by the Company for Road Improvements that constitute Qualifying Costs. Plans shall be performed by an engineer proficient in public bid work and acceptable to the City.

The Company will be responsible for construction of Phase I of the Road Improvements, and will commence construction thereof on or before [REDACTED], 2022, (“**Phase I Commencement Date**”) and be completed on or before _____, 202_ (the “**Phase I Completion Date**”); provided, however, that the Company’s obligations to construct Phase I shall be contingent upon the successful closing of the TIF Bonds in accordance with the terms of this Agreement. The estimated cost of Phase I of the Road Improvements is approximately \$1,350,000 and will be paid from a project fund maintained with the trustee for the TIF Bonds consisting of the following contributions, each of which are to be made on or prior to the Phase I Commencement Date: (i) **first**, from the Company, the sum of \$550,000.00, (ii) **second**, from the Township, TIF Bond proceeds in an amount equal to at least \$800,000.00 (collectively, the “**Phase I Project Fund**”). Except as otherwise provided in the Cooperative Agreements, costs of Phase I in excess of the Phase I Project Fund will be paid for by the Company and will become Qualifying Costs under the TIF Agreement. In its capacity as construction manager for Phase I, the Company will be responsible for contracting and constructing Phase I of the Road Improvements in

accordance with applicable laws (including road quality standards of the City) and the City shall cooperate with the Company in this process (including, but not limited to, granting the Company construction access to Seward Road and providing appropriate road closure schedules and permits). The Company, at its election, may choose to utilize the Authority in connection with the construction of the Project and Phase I of the Road Improvements. Phase I of the Road Improvements will be owned by the City during construction and upon completion. The City will inspect Phase I improvements and invoice associated costs to the Company for payment from the Phase I Project Fund. Any amounts remaining in the Phase I Project Fund after completion of Phase I, if any, will be returned to the Company and Township respectively on a pro-rata basis based on the initial contributions of such parties.

The City will be responsible for construction of Phase II of the Road Improvements, and anticipates commencement and substantial completion of construction in 2023; provided, however, that the City's obligations to construct Phase II shall be contingent upon (i) the successful closing of the TIF Bonds in accordance with the terms of this Agreement, (ii) submission by the Company of the JEDD Petition to the City and the Township and successful formation of the JEDD, (iii) evidence reasonably satisfactory to the City that the Company has commenced construction of Phase I, and (iv) evidence that the Township and Company have made their respective contributions to the Phase II Project Fund as set forth below. The estimated cost of Phase II of the Road Improvements is approximately \$650,000 and will be paid from a project fund maintained with the City consisting of the following contributions, each of which are to be made on or prior to the commencement of Phase II construction, but in no event later than five (5) business days after the City has awarded contracts to bidders for the construction of all of Phase II: (i) **first**, from the Company, the sum of \$150,000.00, (ii) **second**, from the Township, the sum of \$250,000.00, and (iii) **third**, from the City, the sum of \$250,000 (collectively, the "**Phase II Project Fund**"). Costs of Phase II in excess of the Phase II Project Fund will be paid for by the City. If the actual costs of construction do not exceed \$650,000, any amounts remaining in the Phase II Project Fund after completion of Phase II, will be returned to the Company, Township and City respectively on a pro-rata basis based on the initial contributions of such parties.

The City will be responsible for construction of Phase III of the Road Improvements, and will commence construction thereof at the time the City has secured all necessary funding for Phase III ("**Phase III Commencement Date**"). The estimated cost of Phase III of the Road Improvements is approximately \$750,000. It is anticipated that the costs of Phase III will be paid from the proceeds of governmental roadway grants ("**Roadway Grants**"). Prior to the end of 2024, the City will seek Roadway Grants in an amount sufficient to fund the construction of Phase III. The City and the Township will cooperate in good faith with a goal to make grant applications as competitive as possible. The City will make its best efforts to secure grant funding, but in the event that grant funding is not secured, the city is not obligated to construct Phase III improvements.

The Company agrees that it will convey to the City or Township, as appropriate, such portions of the Project Site owned by the Company as are necessary for the construction of the Road Improvements at no cost to the City or Township (the "**Additional Roadway Property**"); provided, however, that City and Township will work in good faith with the Company to minimize the amount of land so required, and such land will not include land upon which the Company constructs private improvements. Since the existing Seward Road is entirely in the City, the

Township agrees to allow annexation of the Additional Roadway Property so all of the Seward Road improvements remain in the City for law enforcement and maintenance purposes. No employees for purposes of the JEDD can be located, displaced or relocated to the area annexed for the Additional Roadway Property.

The Parties agree to work cooperatively to support the Road Improvements and their timely completion. The Parties recognize and agree that the Road Improvements and their timely completion are essential to the success of the Project.

4. Property Tax Abatements. The Township during the Term of this Agreement will review and consider in good faith any request by the Company for property tax abatements at the Project Site for any build-to-suit projects. The Parties recognize that under current law the Butler County Board of County Commissioners must approve any property tax abatements for the Project.

5. Utilities. The Parties anticipate that the Company will receive sewer and water services at the Project Site through the County pursuant to the County's customary practices for providing such services to projects that are similar in scope. The Company anticipates that in order to access those utility services from the County it may be responsible for paying certain on-site infrastructure costs at the Project Site. The Parties agree that any such costs incurred by the Company and not otherwise reimbursed from the Phase I Project Fund will be eligible for reimbursement under the TIF Agreement as Qualifying Costs.

6. Cooperation on State, County and Other Incentives. The Parties acknowledge that certain Project Incentives may require the cooperation of the Parties. During the Term, the Parties agree to work in good faith and take all actions reasonably required for the purpose of carrying out the intent of this Agreement. The Parties further agree to as promptly as possible negotiate, approve and execute all other documents contemplated by this Agreement to enable the Project to proceed.

7. Public Services. The Township will provide public services to the Project Site and the Company in same manner that those services are provided by the Township to any other similarly situated recipient, including, but not limited to: (i) fire and EMS services; (ii) police services; and (iii) any other public services the Township currently or hereafter provides to similarly situated recipients during the Term of the Agreement.

8. Termination Option. In the event the Project Incentives described herein are revoked or otherwise not received by the Company, the Company shall have the option, upon written notice to the Township and City, to terminate this Agreement so long as any such notice is given within two years after the Effective Date of this Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

1. General Representations of the Company. The Company hereby represents and warrants that as of the Effective Date (i) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with its terms, (iii) entering

into this Agreement does not conflict with any other agreements entered into by the Company, and (iv) the execution and delivery of this Agreement by the Company has been duly and validly authorized by all necessary corporate action on behalf of the Company.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE CITY AND TOWNSHIP

1. General Representations of the City. The City hereby represents and warrants that the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder and that this Agreement is a valid and binding obligation, enforceable against the City in accordance with its terms. The execution, delivery, and performance of this Agreement by the City have been validly authorized by the City and do not conflict with any other agreements entered into by the City.

2. General Representations of the Township. The Township hereby represents and warrants that the Township has the full power and authority to enter into this Agreement and to perform its obligations hereunder and that this Agreement is a valid and binding obligation, enforceable against the Township in accordance with its terms. The execution, delivery, and performance of this Agreement by the Township have been validly authorized by the Township and do not conflict with any other agreements entered into by the Township.

ARTICLE V

DEFAULT AND REMEDIES

1. Default. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice from any other Party of default (a “**Default Notice**”). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an “**Event of Default.**”

2. Remedies. Following an Event of Default, any Party who is not in default may (i) immediately terminate this Agreement; and (ii) pursue any other legal or equitable remedies it may have under this Agreement or applicable law. For the avoidance of doubt, the obligations of the Township and/or the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

3. Limitation on Damages. In no event will any Party be liable to another Party for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

4. Effect of Force Majeure Event. A Party will not be deemed to be in breach of this Agreement to the extent a delay is the result of Force Majeure Event as defined herein. Each Party agrees to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts the construction. A Force Majeure Event will pause a Party’s performance obligation for the duration of the event but does not excuse it. A “**Force Majeure Event**” means any event or occurrence that is not within the reasonable control of a Party and prevents a Party performing an obligation hereunder, including without limitation, any act of God, act of a public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure

materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party), civil disturbance, terrorist act, power outage, fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority, any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a Party, over the Project, or over a Party's operations.

ARTICLE VI **MISCELLANEOUS PROVISIONS**

1. **Notices.** Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested; (ii) by hand delivery in person; or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Any Party may change its address for notice by giving written notice thereof to the other Parties, and unless and until such notice has been given, the notice address for each Party is as follows:

The Company:

AL NEYER RE, LLC
300 W. 3rd Street, Suite 800
Cincinnati, Ohio 45202
Attn: Lesley Koth, Esq.

With a copy to:

P. Andrew Spoor
Keating Muething & Klekamp LLP
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202

The City:

City of Fairfield
Attn: City Manager
5350 Pleasant Ave.
Fairfield, OH 45014

The Township:

Fairfield Township
6032 Morris Rd.
Fairfield Township, Ohio 45011

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

3. Entire Agreement. This Agreement, including its exhibits and documents incorporated by reference, constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the Parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation will be deemed to affect or modify any of the terms or conditions of this Agreement.

4. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

5. No Third-Party Beneficiary. The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the Parties, or their respective successors and permitted assignees.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors, and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that the Company may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or Township to one or more entities affiliated with the Company that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company (each, an “**Affiliate**”). As used in the immediately preceding sentence, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a third party, whether through ownership of voting securities, partnership interests, by contract or otherwise. In the event of any such assignment, the Company shall provide notice to the City and Township no later than thirty (30) days after the assignment. Notwithstanding anything herein to the contrary, and without the assignment of this Agreement, the City and Township acknowledge and agree that the obligations of the Company hereunder may be performed by one or more of the Company’s Affiliates, and the Company may cause one or more of its Affiliates to perform its obligations hereunder.

7. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

8. Amendment. The terms and provisions of this Agreement may only be amended

by a written agreement duly executed by the Parties.

9. Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

10. Terminology. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

11. Exhibits. The Exhibits identified in this Agreement are hereby incorporated into this Agreement by reference.

12. Construction. The Parties agree that each Party and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

13. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed or deemed to create a partnership or joint venture among the Parties or to render a Party liable for the debts or obligations of any other Party, except as otherwise expressly provided herein.

14. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent, or employee, as the case may be, of the City, of the Company or of the Township in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of any Party shall be liable personally under this Agreement.

15. No Waiver. No delay or omission by any Party to exercise any right or power accruing upon any failure of performance by any other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by a Party of any breach of the covenants, conditions or agreements herein to be performed by any other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions, or agreements contained herein.

16. Compliance with Laws. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the Parties shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances, and other regulations.

17. Zoning. If necessary to support the activities associated with the Project, the Township, subject to the approval by the Township Board of Trustees, will promptly re-zone the Project Site to a zoning category under which the Project will be a permitted use.

18. Duly Authorized. By their execution of this Agreement, the Parties certify that this Agreement has been duly authorized and executed.

19. Further Assurances. Upon request, each Party agrees: (i) to furnish to any other Party such further information, (ii) to execute and deliver to any other Party such other documents, and (iii) to do such other acts and things, reasonably required for the purpose of carrying out the intent of this Agreement.

20. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

[SIGNATURES ON FOLLOWING PAGE]

Each of the Parties has caused this Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

AL. NEYER RE, LLC,

By: _____

Name: _____

Title: _____

FAIRFIELD TOWNSHIP,

By: _____

Name: Julie Vonderhaar

Title: Township Administrator

Approved as to form:

Name: Lawrence E. Barbieri, Law Director

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)

CITY OF FAIRFIELD, OHIO,

By: _____

Name: Scott TimmerTitle: City Manager

Approved as to form:

Name: John Clemmons, Law Director

Approved as to content:

Name: Greg Kathman, Development Services Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under this Agreement, certifies hereby that the money required to meet the obligations of the City under this Agreement (including specifically the funds required to meet the obligations of the City in the year 2022) has been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2022

_____,
Jacob Burton, Director of Finance
City of Fairfield, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Township, certifies hereby that the money required to meet the obligations of the Township under this Agreement (including specifically the funds required to meet the obligations of the Township in the year 2022) has been appropriated lawfully for that purpose, and is in the Treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: _____, 2022

_____,
Shelly Schultz, Fiscal Officer
Fairfield Township, Butler County, Ohio

EXHIBIT A
LEGAL DESCRIPTION OF THE PROJECT SITE

See Attached Descriptions for Project Site on Parcel Numbers:

A0300-007-000-031
A0300-007-000-013
A0300-007-000-023
A0300-007-000-003
A0300-007-000-032
A0300-007-000-028
A0300-007-000-029

EXHIBIT A-1
DEPICTION OF THE PROJECT SITE

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)



EXHIBIT B
FORM OF TIF AGREEMENT

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)

(ABOVE LINE FOR RECORDER'S USE ONLY)

FAIRFIELD LOGISTICS TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of February [REDACTED], 2022 by and between, FAIRFIELD TOWNSHIP, a township located in Butler County, Ohio duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices at 6032 Morris Road, Fairfield Township, OH 45011 (the “Township”) and AL. NEYER RE, LLC, an Ohio limited liability company, with offices at 300 W. 3rd Street, Suite 800, Cincinnati, Ohio 45202 (“the Company”). The Township and the Company may be referred to herein individually as a “Party” and collectively as the “Parties.” This Agreement is consented and agreed to by the Company and FAIRFIELD LOGISTICS II, LLC, an Ohio limited liability company (“FFI2”), in their capacities as Owners of the Initial Parcels, and every reference to “Owner” herein shall refer, initially, to the Company and FFI2 individually as owners of Parcels.

WITNESSETH:

WHEREAS, the Company, through itself or one or more of its Affiliates (as defined below), intends to construct, or cause to be constructed, a new, state-of-the-art industrial park in the Township anticipated to contain approximately Eight Hundred Fifty Thousand square feet (850,000 ft²) to One Million Four Hundred Thousand square feet (1,400,000 ft²) of warehouse, distribution center and/or light manufacturing buildings (the “**Project**”, with each individual building or structure to be constructed on the Project Site being referred to herein as a “**Building**”) on all or a portion of the site consisting of approximately one hundred sixty-four (164) acres, situated on portions of Parcel Nos. A0300-007-000-031, A0300-007-000-013, A0300-007-000-023, A0300-007-000-003, A0300-007-000-032, A0300-007-000-028, A0300-007-000-029 in Fairfield Township, Butler County, Ohio (the “**Project Site**”), a depiction of which is attached hereto as Exhibit B and incorporated herein by reference, with each parcel of real property within the Project Site referred to herein as a “**Parcel**,” and collectively, the “**Parcels**” (whether as presently appearing on the County tax duplicate or as subdivided or combined and appearing on future tax duplicates);

WHEREAS, On or about December 1, 2021, the Company (or one of its Affiliates) acquired approximately 60 acres of the Project Site (consisting of Parcel Nos. A0300-007-000-013, A0300-007-000-028, and A0300-007-000-003, and such Parcels being the “**Initial Parcels**”, a legal description of which is attached hereto as Exhibit A and incorporated herein by reference). The Company intends to acquire (or cause its Affiliates to acquire) the remaining 104 acres by the second quarter of 2022. Ultimately, the Company plans to subdivide the Project Site to create a separate Parcel for each building;

WHEREAS, the Company, the Township and the City of Fairfield, Ohio entered into a Development Agreement dated [REDACTED], 2022 (the “**Development Agreement**”) in order to support the Project, the development of the Project Site and to create jobs and otherwise stimulate economic growth;

WHEREAS, in order to successfully develop the Parcels, it is necessary to undertake or to cause to be undertaken certain public infrastructure improvements as described in Exhibit C attached hereto (the “Public Infrastructure Improvements”), which the Township and Company agree will directly benefit the Parcels;

WHEREAS, the Township, by its Resolution No. 18-154 passed [REDACTED], 2018 (the “Original Resolution”), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the Original Resolution (such increase hereinafter referred to as the “Improvement,” as further defined in Section 5709.73 of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation subject to a parcel-by-parcel “rolling” thirty (30) year, one hundred percent (100%) (the “TIF Exemption”), for which the “rolling” build-out period shall be ten years, with the TIF Exemption for each Parcel commencing the earlier of (i) the first year for which there is an increase in fair market value of at least Two Million and No/100 Dollars (\$2,000,000), or (ii) tax year 2031;

WHEREAS, the Township amended the Original Resolution by its Resolution No. _____ passed on _____, 2022 (the “**Amending Resolution**”, and together with the Original Resolution, the “**TIF Resolution**”) to provide for a modified school compensation arrangement with the Fairfield City School District (the “**School District**”) and Butler Technology and Career Development Schools (the “**JVSD**”), as such arrangement is more fully set forth in a School Compensation Agreement by and between the Township and the School District (the “**School Compensation Agreement**”).

WHEREAS, the Township has determined in the TIF Resolution that it is necessary and appropriate and in the best interest of the Township to provide for the owner of each parcel subject to the TIF Exemption (referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement

allocable thereto (collectively for all parcels, the “**Statutory Service Payments**”) to the Butler County Treasurer (the “**County Treasurer**”).

WHEREAS, for purposes of this Agreement and the School Compensation Agreement, for ten (10) years commencing in the first year a Parcel has any Improvement appear of record on the tax records of Butler County, a Parcel shall be deemed to be in its “**Initial Period**” and Statutory Service Payments attributable to such Parcel during its Initial Period shall be “**Initial Period Service Payments**”. For the remaining term of the TIF Exemption on such Parcel, it shall be deemed to be in its “**Residual Period**” and Statutory Service Payments attributable to such Parcel during its Residual Period shall be “**Residual Period Service Payments**”.

WHEREAS, pursuant to the School Compensation Agreement, the Township will pay to the School District and JVSD (according to the sharing formula set forth in the School Compensation Agreement) (i) from Initial Period Service Payments received by the Township, an amount equal to thirty-six (36%) of the Initial Period Service Payments received by the Township (as more fully set forth in the School Compensation Agreement, the “**Initial Period School Payments**”), and (ii) from Residual Period Service Payments received by the Township, an amount equal to the amount of real property taxes that the School District and JVSD would have received from the Improvements generating such Residual Period Service Payments but for the TIF Exemption (as more fully set forth in the School Compensation Agreement, the “**Residual Period School Payments**”, and together with the Initial Period School Payments, the “**School Payments**”). For any given year, the Statutory Service Payments received in such year less the School Payments payable in such year are referred to herein as the “**Net Statutory Service Payments**”.

WHEREAS, in order to provide for the orderly construction of the Public Improvements, and in order to satisfy certain commitments of the Township under the Development Agreement, the Township intends to cause an appropriate Ohio port authority (the “**Authority**”) to issue tax increment financing revenue bonds (the “**TIF Bonds**”) which will yield at least \$800,000.00 (EIGHT HUNDRED THOUSAND DOLLARS) in net project proceeds for purposes of constructing Phase I of the Public Infrastructure Improvements (as more fully set forth in Exhibit C attached hereto and in the Development Agreement) and which will be secured by a first-priority pledge by the Township of Net Statutory Service Payments.

WHEREAS, after payment of debt service charges due on the TIF Bonds, the Township intends to apply, or require the trustee for the TIF Bonds (the “**Bond Trustee**”, if any) to apply remaining Net Statutory Service Payments in the manner set forth in this Agreement to (i) reimburse the Company for any otherwise unreimbursed costs it incurs in constructing the Public Infrastructure Improvements, and (ii) to provide the Township with funds for any other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.73, 5709.74

and 5709.75 of the Ohio Revised Code (collectively, the “TIF Statutes”), the TIF Resolution and this Agreement.

WHEREAS, in order to further secure the TIF Bonds, the Company is willing, subject to review of the final terms of the TIF Bonds, to subject the Parcels it owns to minimum service payment obligations within the meaning of Ohio Revised Code Section 5709.91 (as more fully described in Section 2 below, “**Minimum Service Payments**”).

WHEREAS, the Township Board of Trustees through the TIF Resolution, or other resolution, approved the terms of this Agreement and authorized its execution on behalf of the Township; and

WHEREAS, the Township and the Company desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Statutory Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Project Site.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Company to undertake the Public Infrastructure Improvements, the Company and the Township agree as follows:

Section 1. TIF Exemption and Agreements Related Thereto.

A. TIF Exemption. In connection with the undertaking of the Public Infrastructure Improvements, the Township, through the TIF Resolution, has granted, among other things, with respect to the Improvements, a parcel-by-parcel “rolling” thirty (30) year, one hundred percent (100%) in the form of the TIF Exemption, with the TIF Exemption for each Parcel commencing the earlier of (i) the first year for which there is an increase in fair market value of at least Two Million and No/100 Dollars (\$2,000,000), or (ii) tax year 2031.

B. Related Acts and Documents. The Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments.

A. Statutory Service Payments. The Owner hereby agree to make the Statutory Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to

real property tax collections, and any subsequent amendments or supplements thereto. Statutory Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Statutory Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owner will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Statutory Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.74 of the Ohio Revised Code or this Agreement, or (ii) to make Statutory Service Payments as to any portion of an Improvement that becomes subject to an exemption under a Community Reinvestment Area Agreement (a "**CRA Exemption**") or an Enterprise Zone Agreement (an "**EZ Exemption**") for any period that portion is subject to the applicable CRA Exemption or EZ Exemption. The Township and the Owner agree that the **Fairfield Township Public Improvement Tax Increment Equivalent Fund** referred to in Section 3 of the TIF Resolution (the "**TIF Fund**") will receive all Statutory Service Payments made with respect to the Improvement to each Parcel that are payable to the Township.

B. Minimum Service Payments. To the extent necessary to issue the TIF Bonds, the Company and FFI2, and upon satisfactory review of the terms of the TIF Bonds, will agree to subject the Initial Parcels to Minimum Service Payments in the amounts necessary to secure the repayment of the TIF Bonds. Any such Minimum Service Payment obligation will be effected by a supplement to this Agreement which will be recorded against the affected Parcels setting forth the amount of the Minimum Service Payments obligation as well as customary terms regarding the time and manner of its collection, and the effect of subdivision of Parcels in the future (collectively, the "**Minimum Service Payment Supplement**"). The obligation set forth in this Section 2.B. will be satisfied upon the initial recording of the Minimum Service Payment Supplement and will not extend to any other issuances of debt backed by Net Statutory Service Payments.

C. Priority of Lien. The Owner acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Statutory Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any Improvements.

D. After-Acquired Property. The Company, on behalf of itself and its Affiliates, agrees that if the Company or its Affiliates acquire any portion of the Project Site in addition to the Initial Parcels, the Company will execute or cause its Affiliate to be executed a supplement to this Agreement, recordable against the acquired Parcel, subjecting that Parcel to the effect of this Agreement with respect to all obligations of Owners hereunder, as such obligations would apply to that Parcel. For the avoidance of doubt, the Minimum Service Payment Supplement is only intended to apply against the Initial Parcels.

Section 3. Establishment of a TIF Fund by the Township; Distribution of Funds. The Township agrees that it shall establish the TIF Fund as a depository fund to be held in the custody of the Township for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to the Township. Upon distribution of the Statutory Service Payments to the Township (and after compensation amounts have been paid to the School District and JVSD as set forth in Section 5 of this Agreement or otherwise required by law), those Statutory Service Payments shall be deposited to the TIF Fund. Amounts on deposit in the TIF Fund shall be used to pay for costs of the Public Infrastructure Improvements in the manner and amounts described and permitted in Section 6 herein.

Section 4. Exemption Applications, Maintenance and Notice. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Company or the Township, at the Company's request, shall file or cause to be filed an application prepared by the Company for an exemption from real property taxation (DTE Form 24 or its successor form) with the Butler County Auditor (the "County Auditor") for the Improvements. The Company and the Township agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement.

Section 5. Payments to School Districts; Deposit into TIF Fund. As provided in the TIF Resolution and the School Compensation Agreement, the County Treasurer will distribute all Statutory Service Payments it collects to the Township, and the Township will thereafter first make the School Payments required under the School Compensation Agreement and TIF Resolution, and thereafter the Township will deposit all remaining amounts into the TIF Fund. The Township will create two accounts within the TIF Fund: (i) first, the "**Initial Period Account**", (ii) and second, the "**Residual Period Account**". Initial Period Service Payments received by the Township will be deposited into the Initial Period Account, and Residual Period Service Payments received by the Township will be deposited into the Residual Period Account.

Section 6. Flow of Funds from TIF Fund. In order to finance the construction of the Public Infrastructure Improvements, the Township will apply Net Statutory Service Payments in the following order of priority, subject to the issuance of the TIF Bonds:

(i) First, from amounts on deposit in the Residual Period Account, the amount needed to pay debt service on the TIF Bonds.

(ii) Second, from amounts on deposit in the Initial Period Account, the amount needed to pay any debt service on the TIF Bonds not paid under (i) above.

(iii) Third, from amounts on deposit in the Initial Period Account, to the Township for application in accordance with the TIF Statutes and the TIF Resolution, an amount equal to 5% of the total Initial Period Service Payments paid in such year.

(iv) Fourth, from amounts on deposit in the Initial Period Account, to the Company, in accordance with the terms of this Agreement, an amount equal to the costs of the Public Infrastructure Improvements incurred by the Company, eligible for reimbursement as provided in this Agreement and the TIF Statutes, and not otherwise reimbursed from proceeds of the TIF Bonds (with the costs collectively referred to herein as the “**Qualifying Costs**”), plus interest on those Qualifying Costs from the date they were incurred at the annual rate of seven percent (7%).

(v) Fifth, from amounts on deposit in the Initial Period Account, if the Company has been fully reimbursed for Qualifying Costs, all remaining Initial Period Service Payments shall be retained by the Township for application in accordance with the TIF Statutes and the TIF Resolution.

(vi) Sixth, from amounts on remaining on deposit in the Residual Period Account after the foregoing transfers, to the Township for application in accordance with the TIF Statutes and the TIF Resolution, an amount equal to 51% of the amounts remaining therein.

(vii) Seventh, from amounts on deposit in the Residual Period Account after the foregoing transfers, to the Company, an amount equal to the Qualifying Costs, plus interest on those Qualifying Costs from the date they were incurred at the annual rate of seven percent (7%).

(viii) Eighth, from amounts on deposit in the Residual Period Account, if the Company has been fully reimbursed for Qualifying Costs, all remaining Residual Service Payments shall be retained by the Township for application in accordance with the TIF Statutes and the TIF Resolution

Notwithstanding anything to the contrary in this Agreement, the Company and the Township agree that the Qualifying Costs and interest thereon may only be paid or reimbursed to the extent Statutory Service Payments are available for such payments or reimbursements as otherwise provided herein.

Furthermore, for the avoidance of doubt, the Township's pledge of Net Statutory Service Payments will be effected pursuant to a mutually satisfactory Cooperative Agreement to be entered into by and between the Township and the Authority (and such other parties as those entities deemed reasonable or necessary) in connection with the issuance of the TIF Bonds.

Section 7. Payments to the Company. The Township shall pay monies on deposit in the TIF Fund to the Company, in accordance with Section 6 of this Agreement, on the first business day following each May 31 and November 30 (each, a "Payment Date"). Payments for the portion of Qualifying Costs for any Public Infrastructure Improvements and any interest payable thereon will be made beginning with the first Payment Date following the satisfaction of the conditions of Section 8 of this Agreement. The Company shall deliver to the Township, at least thirty (30) days prior to each Payment Date, a statement showing the total amount of Qualifying Costs and interest then due to the Company under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that failure by Company to deliver this statement shall not excuse the Township from its payment obligation, but shall only delay payment to the same extent delivery of the statement was delayed. All payments to the Company hereunder on each Payment Date must be made pursuant to written instructions provided by the Company. Any monies paid pursuant to this Agreement will be applied first to the payment of interest on the Qualifying Costs and second to the payment of the Qualifying Costs, so that all interest due shall be paid before the payment of any Qualifying Costs.

Interest on the unpaid portion of the Qualifying Costs will accrue from the date the Company provides to the Township with a Cost Certificate (as defined in Section 8) for those Qualifying Costs. Any interest on such Qualifying Costs that remains unpaid on the day following each Payment Date will itself accrue interest in the same manner as the Qualifying Costs.

Any expenditure pursuant to this Section 7 of monies deposited in the TIF Fund is subject to the expenditure restrictions and appropriation requirements of Ohio law.

Notwithstanding any other provision of this Agreement, the Township's payment obligations hereunder are limited to the monies in the TIF Fund as described in Section 6 hereof and do not constitute an indebtedness of the Township, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the Township, the State of Ohio, or any other political subdivision thereof for the payment of the Qualifying Costs and accrued interest.

Section 8. Conditions Precedent to Commencement of Payments to the Company. The Township's obligation to make payments to the Company for Qualifying Costs under this Agreement, and the accrual of interest on those Qualifying Costs, as provided in this Agreement, commences when the Company has provided to the Township a Cost Certificate for those

Qualifying Costs substantially in the form attached as Exhibit C (each, a “Cost Certificate”), which Cost Certificate is subject to approval by the Township’s Fiscal Officer (the “Fiscal Officer”) as properly payable under the TIF Resolution and this Agreement. The Fiscal Officer may require such evidence of the Qualifying Costs as is reasonably necessary for the Fiscal Officer to determine the nature of the Public Infrastructure Improvements and confirm payment of the Qualifying Costs by the Company or its designee.

The Fiscal Officer may approve a Cost Certificate in whole or in part or may disapprove a Cost Certificate in whole or in part. If the Fiscal Officer disapproves any Qualifying Costs in a Cost Certificate, the Fiscal Officer will provide, within thirty (30) days of receipt of the Cost Certificate, a written explanation of why those Qualifying Costs were not approved and provide the Company reasonable opportunity to correct any deficiencies.

The Company may request a written determination by the Fiscal Officer in advance of expenditures for any Public Infrastructure Improvements that, upon making those expenditures and documenting those expenditures to the satisfaction of the Fiscal Officer, those expenditures will be eligible for reimbursement as Qualifying Costs under the TIF Resolution and this Agreement. Any request made pursuant to this provision shall not be unreasonably denied by the Fiscal Officer, and the Fiscal Officer shall make a determination on each request within thirty (30) days of receiving that request. The Fiscal Officer shall not reject any portion of the Qualifying Costs identified on a Cost Certificate on the basis that those Qualifying Costs are not reimbursable under the TIF Resolution and this Agreement if the Fiscal Officer has made a prior written determination that those Qualifying Costs are reimbursable pursuant to this provision.

The Township agrees that it will respond to all communications with the Company in a timely manner, and Township approvals under this Agreement shall not be unreasonably conditioned, withheld or delayed. For the avoidance of doubt, the Company’s rights to receive payment under this Agreement are personal to the Company, and are not rights running with the land to the benefit of the Owners.

Section 9. Shortfall Payments from the Company. Capitalized terms used in this Section 9 and not otherwise defined herein shall have the meanings set forth in Exhibit D attached hereto. For any Building for which the Building Revenue Target shall exceed Actual Revenue as of the Initial Compliance Date or any Compliance Date thereafter, and except as otherwise set forth in this Section, the Company agrees to make a payment (the “**Shortfall Payment**”) to the JEDD, for disposition in accordance with the terms of the JEDD as though such payment were a payment of income taxes, equal to the lesser of (i) the PILOT Amount with respect to that year, or (ii) an amount equal to the amount the Company received under Sections 6(v) and (viii) hereof attributable to such Building for that year. Any Revenue Carry Over for any Building may be applied at the written direction of the Company toward complying with the Building Revenue Target for any other Building or Buildings within the Project.

The Shortfall Payment may be assessed with respect to a Building no more than once for each calendar year during which the Company receives payments under Section 6(v) hereof with respect to such Building (the “**Shortfall Assessment Period**”). If for any year during the Shortfall Assessment Period the Owner is required to pay a Shortfall Payment for a Building pursuant to this Section, the Township shall cause the JEDD to prepare and deliver a single invoice to the Company (the “**Shortfall Invoice**”). The Company’s payment of the Shortfall Payment shall be due within sixty (60) days after the date the Company receives the Shortfall Invoice.

For any Building that has been occupied and for which an occupant leaves the Building and therefore impacts the Annual Revenue from that Building, the Shortfall Payment for that Building may be avoided by the Company by providing written notice to the JEDD within thirty (30) days after the Company receives the Shortfall Invoice. This choice to avoid the Shortfall Payment may be exercised no more than one time for each Building.

If there are any disagreements among the parties regarding the Shortfall Payment, including, but not limited to, its application, calculation or payment, the parties shall (i) meet and confer with one another, and (ii) work together cooperatively to resolve their differences.

In the unlikely event of an overpayment or underpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, the Company shall provide notice to the JEDD of the overpayment or underpayment within thirty (30) days after values are finally determined and all applicable appeal periods have expired. The parties shall work together to confirm the amount of the overpayment or underpayment and to provide for a refund or credit to the Company or for an additional payment to the JEDD as soon as reasonably practicable.

Section 10. Representations of the Company and the Township. The Company hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The Township hereby represents that the TIF Resolution was passed by the Township Board of Trustees on [REDACTED], 2018, as amended by resolution passed by the Township Board of Trustees on [REDACTED], 2022, and remains in full force and effect, that this Agreement is authorized by the TIF Resolution and that the Township has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The Township further represents and warrants that it shall not take action, other than approval or support of a CRA Exemption or an EZ Exemption and with the consent of the Company, which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Statutory Service Payments to be received and made available to pay the Qualifying Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the Township’s obligations under this Agreement.

Section 11. Provision of Information. The Company, as Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council (“TIRC”) to enable that

TIRC to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the Township to enable the Township to submit the status report required by Section 5709.73(I) of the Ohio Revised Code to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 12. Prevailing Wage. The Company will comply, and the Township will require compliance by all contractors working under its direction, with all applicable requirements of Chapter 4115, including, without limitation, and when necessary, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115. Notwithstanding the foregoing, this Section 11 is not a contractual requirement to pay prevailing wage over and above what would otherwise be required by Chapter 4115 of the Ohio Revised Code, and if the Public Infrastructure Improvements or Qualifying Costs would otherwise not be applicable to prevailing wage, this Section 12 does not operate to require the payment thereof.

Section 13. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested; (ii) by hand delivery in person; or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Any Party may change its address for notice by giving written notice thereof to the other Party, and unless and until such notice has been given, the notice address for each Party is as follows:

The Township:

Fairfield Township
6032 Morris Rd.
Fairfield Township, Ohio 45011

The Company:

Al. Neyer RE, LLC
c/o Al. Neyer, LLC
300 W. 3rd Street, Suite 800
Cincinnati, Ohio 45202

With a copy to:

P. Andrew Spoor
 Keating Muething & Klekamp LLC
 One East Fourth Street, Suite 1400
 Cincinnati, Ohio 45202

Any Owner:

At the tax mailing address on file with the County Auditor.

Section 13. Successors; Assignment; Amendments; Township Consents. This Agreement will be binding upon the Parties hereto and their successors and assigns. Each Owner's obligations under this Agreement, including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the Township. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Statutory Service Payments, whether or not these covenants are included by any Owner of any Parcel in any deed or instrument of conveyance to that Owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the Township. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement.

The Company's right to receive payments under Sections 6(v) and (vii) hereof, as well as the Company's obligation to make Shortfall Payments, are personal to the Company and do not run with the land (the "**Company Rights and Obligations**"). The Company shall not assign the Company Rights and Obligations without the written consent of the Township, except that, the Company may assign in whole or in part the Company Rights and Obligations without the written consent of the Township to one or more entities affiliated with the Company that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company (each, an "Affiliate"). As used in the immediately preceding sentence, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a third party, whether through ownership of voting securities, partnership interests, by contract or otherwise. In the event of any such assignment, the Company shall provide notice to the Township no later than ten (10) days after the assignment. Notwithstanding anything herein to the contrary, and without the assignment of this Agreement, the Township acknowledges and agrees that the obligations of the Company hereunder may be performed by one or more of the Company's Affiliates, and the Company may cause one or more of its Affiliates to perform its obligations hereunder. Notwithstanding the foregoing, this Section is not intended to, and does not, operate as a restraint on any Owner's ability to sell their interests in their respective Parcels, and no such sale shall require the written consent of the Township or any other Owner.

Section 14. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the Parties hereto in their individual capacity, and neither the members of the Township Board of Trustees nor any Township official executing this Agreement, nor any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the Parties contained in this Agreement.

Section 15. Events of Default and Remedies.

A. Owner Event of Default. If an Owner fails to make any Statutory Service Payment when due (time being of the essence), or if an Owner fails to observe or perform any other obligation hereunder and such other non-payment failure continues for more than thirty (30) days after the Township notifies Owner in writing thereof, the Township shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosing the lien created hereby, and (ii) terminating Owner's rights hereunder without modifying or abrogating Owner's obligation to make Statutory Service Payments; provided, however, that if the nature of the default (other than a payment default, with respect to which there is no cure period) is such that it cannot reasonably be cured during such 30-day cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the Township's initial notice of default. Owner shall pay to the Township upon demand an amount equal to all costs and damages suffered or incurred by the Township in connection with such default, including, without limitation, attorneys' fees. Waiver by the Township of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

B. Company Event of Default. If the Company fails to make any Shortfall Payment when due (time being of the essence), or if the Company fails to observe or perform any other obligation hereunder and such other non-payment failure continues for more than thirty (30) days after the Township notifies the Company in writing thereof, the Township shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, suspending the Company's right to receive payments under Sections 6(v) and (vii) hereof during the pendency of such default; provided, however, that if the nature of the default (other than a payment default, with respect to which there is no cure period) is such that it cannot reasonably be cured during such 30-day cure period, the Company shall not be in default under this Agreement so long as the Company commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after the

Company's receipt of the Township's initial notice of default. The Company shall pay to the Township upon demand an amount equal to all costs and damages suffered or incurred by the Township in connection with such default, including, without limitation, attorneys' fees.

C. Township Event of Default. If the Township fails to make any payment required hereunder for which it has sufficient Statutory Service Payments available (as otherwise provided herein), when due (time being of the essence), or if the Township fails to observe or perform any other obligation hereunder and such other non-payment failure continues for more than thirty (30) days after the Township is notified by an Owner or the Company in writing thereof, the Owner and/or the Company, as applicable, shall be entitled to exercise and pursue any and all rights and remedies available to them hereunder, at law or in equity; provided, however, that if the nature of the default (other than a payment default, with respect to which there is no cure period) is such that it cannot reasonably be cured during such 30-day cure period, the Township shall not be in default under this Agreement so long as the Township commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after the Township's receipt of the initial notice of default. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

D. Force Majeure. Other than a payment default, if a Force Majeure (as such term is defined below) event causes the failure of a Party to perform its obligations hereunder, the Party may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the others of the potential event and the extent of the delay promptly after becoming aware of the event. As used in this Section, "Force Majeure" means any event or occurrence that is not within the reasonable control of a Party and prevents a Party performing an obligation hereunder, including without limitation, any act of God, act of a public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party), civil disturbance, terrorist act, power outage, fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority, any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a Party, or over the Project.

Section 16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal,

invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 17. Separate Counterparts; Captions. This Agreement may be executed by the Parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes prior agreements and understandings between the Parties.

Section 19. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Section 20. Additional Documents. The Township, the Company, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 21. Recordation. No later than fifteen (15) days following the execution of this Agreement by each of the Company and the Township, the Company will cause this Agreement to be recorded in the Butler County, Ohio real property records for each Parcel of the Property.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Township and the Company have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

FAIRFIELD TOWNSHIP

By: _____
Its: Trustee

By: _____
Its: Trustee

By: _____
Its: Trustee

By Resolution No. _____ dated _____, 2021

Approved as to Form:

Law Director, Fairfield Township

COMPANY:
AL. NEYER RE, LLC,
an Ohio limited liability company

AS OWNER OF A PARCEL:
FAIRFIELD LOGISTICS II, LLC,
an Ohio limited liability company

[]

[]

STATE OF OHIO)
)SS:
COUNTY OF BUTLER)

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2021, by _____, the _____ of Fairfield Township, a township located in the State of Ohio in Butler County, on behalf of the township. This is an acknowledgment clause. No oath or affirmation was administered to the signer with regard to this acknowledgement.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2021, by _____ on behalf of Al. Neyer RE, LLC, an Ohio limited liability company. This is an acknowledgement clause. No oath or affirmation was administered to the signer with regard to this acknowledgement.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2021, by _____ on behalf of Fairfield Logistics II, LLC, an Ohio limited liability company. This is an acknowledgement clause. No oath or affirmation was administered to the signer with regard to this acknowledgement.

Notary Public

FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer for Fairfield Township, I hereby certify that the funds sufficient to meet the obligations of the Township under this Agreement (including specifically the funds required to meet the obligations of the Township in the year 2021) have been appropriated lawfully for that purpose, and are in the Treasury of the Township and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41 and 5705.44 *et seq.*

Dated: _____, 2021

_____, Fiscal Officer
Fairfield Township, Butler County, Ohio

Exhibit A

Legal Description of Initial Parcels

LEGAL DESCRIPTION OF INITIAL PARCELS

Parcel 1 - Auditor's Parcel No. A0300-007-000-028

Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being part of Lot 87 as conveyed to LLO Holdings, LLC in O.R. 9302, Page 641 of the Butler County Ohio, Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at a found concrete monument at the southeast corner of Lot 11917 of Millers Run Section One as recorded in P.E. 2384, Pages A-C;

Thence S04°08'43"W, a distance of 40.55 feet;

Thence N84°41'59"E a distance of 702.17 feet;

Thence S04°39'40"W a distance of 2165.81 feet to a found 5/8" iron pin at the southwest corner of a 79.051 acre (deed) tract of land conveyed to Khosrow P. Mohammad & Zahra Heidari in O.R. 8174, Page 1541, said point being the True Point of Beginning for this description.

Thence along the south line of said 79.051 acre (deed) tract of land, S81°54'34"E a distance of 683.82 feet to a set 5/8" iron pin;

Thence along a new division line, S08°10'06"W a distance of 435.96 feet to a set 5/8" iron pin in the north line of a tract of land conveyed to LLO Holding, LLC in O.R. 9302, Page 635;

Thence along said north line, N67°54'24"W a distance of 687.50 feet to a found concrete monument at the southeast corner of a 25.714 acre tract of land conveyed to Miller Farm Enterprises, LLC in O.R. 7118, Page 1237;

Thence along the east line of said 25.714 acre tract of land, N04°39'40"E a distance of 270.09 feet to the True Point of Beginning.

Containing 5.456 acres, more or less.

Bearings are based on the south line of Lot 86 being S66°58'33"E per Volume 59-149.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September 2021 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

Parcel 2 - Auditor's Parcel No. A0300-007-000-013

Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being part of Lot 89 as conveyed to LLO Holdings, LLC in O.R. 9302, Page 635 of the Butler County Ohio, Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at a found concrete monument at the southeast corner of Lot 11917 of Millers Run Section One as recorded in P.E. 2384, Pages A-C;

Thence S04°08'43"W, a distance of 40.55 feet;

Thence N84°41'59"E a distance of 702.17 feet;

Thence S04°39'40"W a distance of 2435.90 feet to a found concrete monument at the southwest corner of a 27.115 acre (deed) tract of land conveyed to LLO Holdings, LLC in O.R. 9302, Page 641, said point being the True Point of Beginning for this description.

Thence along the south line of said 27.115 acre (deed) tract of land, S67°54'24"E a distance of 687.50 feet to a set 5/8" iron pin;

Thence along a new division line S08°10'06"W a distance of 1448.35 feet to a set 5/8" iron pin;

Thence continuing, S31°09'38"W a distance of 204.55 feet to a set 5/8" iron pin in the north line of a 14.481 acre (deed) tract of land conveyed to Robert M & Judith A Burkett in O.R. 7066, Page 1434;

Thence along the north line of said 14.481 acre (deed) tract of land, N46°43'56"W a distance of 1793.84 feet to a found 5/8" iron pin in the east line of a 0.157 acre (deed) tract of land conveyed to the City of Fairfield in O.R. 5373, Page 519;

Thence along said east line, N01°52'46"W a distance of 17.03 feet to a found 5/8" iron pin;

Thence continuing, N21°51'41"W a distance of 285.00 feet to a found magnail in the centerline of Seward Road, said point also being the southwest corner of Lot 88 as conveyed to LLO Holdings, LLC in O.R. 9302, Page 635;

Thence along the lines of said Lot 88 the following five (5) courses:

1. N68°08'19"E a distance of 67.05 feet to a found 5/8" iron pin;
2. S69°55'26"E a distance of 283.53 feet to a found 5/8" iron pin at the southeast corner;
3. N20°04'34"E a distance of 150.00 feet to a 5/8" iron pin found at the northeast corner;
4. N69°55'26"W a distance of 415.83 feet to a found 5/8" iron pin;
5. S68°08'19"W a distance of 68.88 feet to a found magnail in the centerline of Seward Road;

Thence along said centerline, N21°51'41"W a distance of 169.28 feet to a found magnail;

Thence continuing, N04°57'24"E a distance of 517.04 feet to found magnail at the southwest corner of a 25.714 acre tract of land conveyed to Miller Farm Enterprises, LLC in O.R. 7118, Page 1237;

Thence along the south line of said 25.714 acre tract of land, S66°58'33"E, passing a found 5/8" iron pin at 60.00 feet, a total distance of 1282.48 feet to the True Point of Beginning.

Containing 51.911 acres, more or less.

Bearings are based on the south line of Lot 86 being S66°58'33"E per Volume 59-149.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in September 2021 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

Parcel 3 – Auditor's Parcel No. A0300-007-000-003

Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being part of Lot 86 as conveyed to the Miller Farm Enterprises, LLC. in O.R. 7118 Pg. 1237 of the Butler County Ohio, Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at the southeast corner of Miller Run Section One as recorded in PE 2384 Pages A-C;

Thence S84°41'59"W, a distance of 201.32 feet;

Thence S05°18'01"E, a distance of 320.77 feet;

Thence S84°41'59"W, a distance of 380.82 feet to a point in the centerline of Seward Road;

Thence with said centerline, S04°57'24"W, a distance of 771.32 feet to the Real Point of Beginning of this description;

Thence S85°02'36"E, passing a 5/8" iron pin found at 30.00 feet, for a total distance of 1213.46 feet, to a 5/8" iron pin found in the west line of a 79.051 acre (deed) tract conveyed to Khosrow P. Mohammadi and Zahra Heidari in O.R. 8174 Pg. 1541;

Thence along said west line, S04°39'40"W a distance of 1120.22 feet to a concrete monument found in the north line of a tract of land conveyed to Norbert A Davis in O.R. 8175 Pg. 309;

Thence with said north line, N66°58'33"W, passing a 5/8" iron pin set in the east right of way line of Seward Road at a distance of 1222.48 feet, for a total distance of 1282.48 feet to a point in the centerline of Seward Road;

Thence along said centerline; N04°57'24"E a distance of 722.47 feet to the point of beginning.

Containing 25.714 acres, more or less and being subject to easements, restrictions and rights of way of record Bearings are based on Miller's Run Section One as recorded in P.E. 2384 Pages A-C.

The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

Exhibit B**Depiction of Project Site**

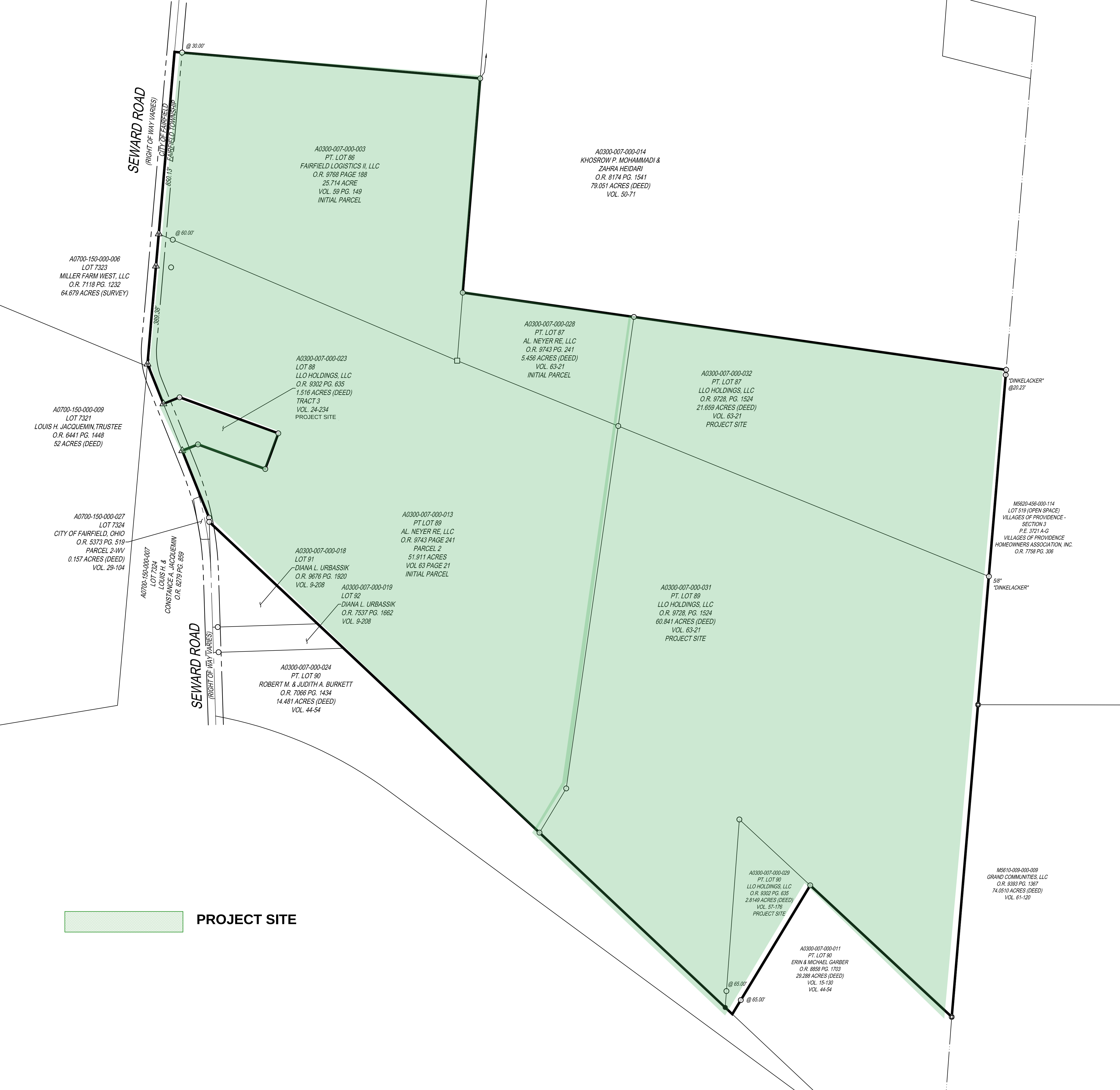


Exhibit C

SCOPE OF WORK OFF-SITE ROAD IMPROVEMENTS (SEWARD RD. & TYLERSVILLE RD)

The scope of work below is for widening the existing Seward roadway from its current twenty-two to twenty four foot (22' – 24') width asphalt section to an improved standard comprised of three (3), twelve foot (12') lanes with four foot (4') shoulders on each side of the road for a total improved width of forty-four feet (44') conducive to current commercial development standards, and to improve the performance of existing Tylersville and Seward Rd. intersection. The project begins at the Tylersville & Seward intersection and ends at the bridge culvert over Mill Creek. The entire length of project is approximately three thousand four hundred (3,400') feet in length.

Phase I Improvements

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way. Assume an additional ten foot (10') of Right of Way dedication or roadway easement area to the east side of the road centerline, or as required by the final design plans. Right of Way dedication required for turn lanes on Tylersville Rd. shall be pursued by the City and any acquisition cost shall be included as part of the project cost. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Eliminate existing site line clearance issue by regrading a short section of five foot (5') to ten foot (10') hump / hill in Seward Road (near the midpoint of the project site).
5. Relocate (if necessary) any existing overhead electric/phone/fiber optic lines, underground gas, existing water lines, and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
6. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.

7. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
8. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

Phase 2 Improvements

Provide Seward Road and Tylersville intersection improvements identified in traffic study prepared by Kleinger's Associates dated September 20, 2021, and any addendums. Anticipated improvements may include installing a right turn lane onto Seward Rd from eastbound Tylersville Rd. Traffic signal improvements shall be modified as required by final design plans. These improvements could also take the form of additional turn lanes or a roundabout as to be determined by the City of Fairfield in the future to meet the requirements of the traffic study.

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way as required by the final design plans. Right of Way dedication required for turn lanes on Tylersville Rd. shall be pursued by the City and any acquisition cost shall be included as part of the project cost. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Relocate (if necessary) any existing overhead electric/Phone/fiber optic lines and existing water line along edge of street and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
5. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.

6. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
7. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

Phase 3 Improvements

Increase horizontal curvature in Seward Road at southern half of project to more closely match existing speed limits on the street. Anticipated curve radius to be approximately 1,910 feet.

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way as required by the final design plans. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Relocate (if necessary) any existing overhead electric/Phone/fiber optic lines and existing water line along edge of street and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
5. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.
6. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
7. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

Exhibit C**Cost Certificate**

The Company, through its authorized representative, hereby certifies that it has paid the total amount of \$_____ as reflected in the attached list of expenditures and invoices.

AL. NEYER RE, LLC

By:_____

Printed:_____

Title:_____

Date:_____

Exhibit D

Shortfall Payment Defined Terms

“Actual Revenue” means, for any Building as determined on the Initial Compliance Date or on each applicable Compliance Date, the income tax withholding collected by the JEDD for that calendar year from all persons employed in the Building. For all purposes of this Agreement, Actual Revenue shall be determined by the amount of income tax withholdings retained by the JEDD after the annual deadline for tax returns for the taxable year (usually April 15th) in order to account for the net reduction in income taxes received as a result of income tax withholdings refunds issued to persons employed in the Building but performing some portion of their duties offsite. The JEDD’s tax administrator shall be permitted to report aggregate income tax received per building to the JEDD and the Company exclusively for the purposes of revenue tracking.

“Building Completion Date” means, with respect to the Large Building, March 31, 2024, and with respect to the Medium Building, March 31, 2023.

“Large Building” means the Building to be located on [Project Site location] with an approximate C.S.F. of 500,000 sf.

“Medium Building” means the Building to be located on [Project Site location] with an approximate C.S.F. of 312,000 sf.

“Building Requirement” means a Building which contains primary office, manufacturing, warehouse, administrative or operations.

“Building Revenue Target” means, as of the Initial Compliance Date or any Compliance Date thereafter, \$0.234 (twenty-three and four-tenths cents) of income tax withholding per each C.S.F. payable for the calendar year of the Initial Compliance Date or any Compliance Date thereafter during the period in which the Building generates Initial Period Service Payments payable to the Company under Section 6(v) of the Agreement; provided, for purposes of this definition all calculations shall at all times be based upon an assumed JEDD income tax rate of 1.5% (one and one-half percent). For the Large Building, the Building Revenue Target will be based off of an assumed C.S.F. of 500,000, and for the Medium Building will be based off of an assumed C.S.F. of 312,000.

“C.S.F.” or “Calculated Square Footage” is the square footage of a Building, determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A).

“Compliance Date” means each December 31st after the Initial Compliance Date during the period in which a particular Building is subject to an Exemption.

“Force Majeure” means,

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions (other than discretionary acts of the JEDD and any entity under the direct legal control of the JEDD) or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts and other weather conditions adversely affecting construction; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any cause, circumstance or event not reasonably within the control of the City or the Company, as applicable.

“Initial Compliance Date” means, with respect to any Building, the earlier to occur of (i) the first December 31st for which the Actual Revenue of such Building equals or exceeds the Building Revenue Target or (ii) the first December 31st occurring 36 months after the Building Completion Date for such Building. Alternatively, the Initial Compliance Date may be any later date as determined by resolution of the Township Board of Trustees.

“PILOT Amount” means with respect to any Building, an amount equal to the difference between the Building Revenue Target and the Actual Revenue.

“Revenue Carry Over” means, for any Building as of its Initial Compliance Date or any Compliance Date, as applicable, during which it is subject to an Exemption, the aggregate amount (*i.e.*, applicable to one or more years), if any, by which Actual Revenue for such Building exceeds the Building Revenue Target, and not counting any year for which the Company avails itself of the opportunity to avoid a Shortfall Payment. The JEDD shall keep a complete record of the Revenue Carry Over for each Building and the application, at the written direction of the Company pursuant to Section 9 of this Agreement, of that Revenue Carry Over to the Building Revenue Target for any other Building. Subject to Section 9 of this Agreement, Revenue Carry Over may be used, in whole or in part, by the Company to comply with the Building Revenue Target for the other Buildings within the Project.

EXHIBIT C
FORM OF JEDD CONTRACT

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF FAIRFIELD

(BUTLER COUNTY AND HAMILTON COUNTY), OHIO

AND

FAIRFIELD TOWNSHIP (BUTLER COUNTY), OHIO

Dated as of

_____, 2022

JEDD 1

Table of Contents

Article I DEFINITIONS	4
Section 1.1 Definitions.....	4
Section 1.2 Interpretations	5
Article II JOINT ECONOMIC DEVELOPMENT DISTRICT	7
Section 2.1 Creation, Name and Territory	7
Section 2.2 Contracting Parties.....	7
Section 2.3 Purpose.....	7
Section 2.4 Addition of Areas to the District.....	8
Section 2.5 Contributions.....	8
Section 2.6 Economic Development Plan.....	10
Article III THE BOARD.....	11
Section 3.1 Board of Directors.....	11
Section 3.2 Officers and Compensation.....	11
Section 3.3 Powers, Duties, Functions.....	12
Article IV JEDD INCOME TAX	16
Section 4.1 JEDD Income Tax Agreement.....	16
Section 4.2 Disbursements.....	17
Section 4.3 Accounting.....	18
Section 4.4 Provisions.....	18
Article V OF CONTRACT	19
Article VI MISCELLANEOUS	21
Section 6.1 Fiscal Year	21
Section 6.2 Reports and Records	21
Section 6.3 Entire Agreement, Amendments.....	21
Section 6.4 Annexation.....	21
Section 6.5 Support of Contract; Signing of Other Documents.....	22
Section 6.6 Approval of Tax Exemptions.....	23
Section 6.7 Binding Effect.....	23
Section 6.8 Counterparts.....	23
Section 6.9 Severability	23
Section 6.10 Governing Law and Mediation	24
Section 6.11 Insurance	24

Section 6.12	Notices and Payments	24
Section 6.13	Defaults and Remedies	25
Section 6.14	Other Providers	25
Section 6.15	Captions and Headings	25
Section 6.16	Applicability of City Ordinances	25
Section 6.17	Previous Agreements Are Superseded.....	26
Section 6.18	City to Provide Safety Services to Excepted Area.....	26

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code Section 715.72 (the “Contract”) dated as of _____, 2022, is entered into by and between the City of Fairfield, Ohio (“City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Fairfield Township (Butler County), Ohio (“Township”), a township and political subdivision organized and existing under the laws of the State of Ohio. Capitalized terms and words used, but not otherwise defined in this Contract, shall have the meanings assigned to them in Article I.

WITNESSETH:

WHEREAS, Fairfield Township is located in Butler County, Ohio and the City of Fairfield is located in Butler County and Hamilton County, Ohio and both are political subdivisions of the State of Ohio (the “State”); and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Fairfield-Fairfield Township Joint Economic Development District – 1 (the “District”) pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Parties, and to create and provide for the operation of the District in accordance with the JEDD Statute for their mutual benefit and for the benefit of their residents and of the State; and

WHEREAS, the territory to be included in the District is composed of certain unincorporated lands located in the Township consisting of approximately 60 acres owned by Al. Neyer RE, LLC and Fairfield Logistics II, LLC (both affiliates of Al. Neyer, LLC), as depicted in Exhibit B and more particularly described in Exhibit A, both of which Exhibits are attached to the Contract and incorporated herein by reference (the “District”); and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72(I), each of the Parties, before the adoption of a resolution or ordinance approving this Contract: (1) held a public hearing concerning the Contract and District, which hearing took place on _____, 2022 for the Township and _____, 2022 for the City; (2) provided at least thirty (30) days public notice of the time and place of the public hearing in a newspaper of general circulation; and (3) during that thirty-day period, made all of the required documents available for public inspection at the appropriate public office (with such documents including (i) a copy of the Contract, (ii) the economic development plan, (iii) schedule for the provision of new, expanded, or additional services, facilities or improvements, (iv) description of the area(s) included in the District, including a map in sufficient detail to denote the specific boundaries, indicate any zoning restrictions applicable, and identify the parcel numbers within the boundaries of the District, and (v) a schedule for the collection of income tax within the District); and

WHEREAS, pursuant to Ohio Revised Code Section 715.72(J), the Parties, also before the adoption of a resolution or ordinance approving this Contract, circulated petitions to the record owners of real property located within the proposed District and the owners of businesses operating within the proposed District (the "Petition"), providing all required notices, and obtaining from each such owner, and therefore a majority, a signature on the Petition evidencing the owner's consent to the proposed joint economic development district (with a copy of all signed Petitions attached hereto as Exhibit C); and

WHEREAS, upon completion of the steps set forth above, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____ passed by the City Council on _____, 2022, and Resolution No. _____ adopted unanimously by the Township Trustees on _____, 2022.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 **Definitions.** In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors of the JEDD established in accordance with Revised Code Section 715.72 and this Contract.

“Board Improvement Account” means the account established by the JEDD board of directors to receive a portion of the Net Revenues and be used in accordance with Section 3.3 of this Contract.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Fairfield, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means the Fairfield-Fairfield Township Joint Economic Development District - 1 created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed within or residing within the District and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax on behalf of the District, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

“Net Revenues” means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

“PILOT Revenues” means proceeds of any Shortfall Payments (or similar payments in lieu of taxes) made under any tax abatement agreement executed in connection with the District, including but not limited to that certain Tax Increment Financing Agreement made as of _____ by and between Fairfield Township, Ohio and Al. Neyer RE, LLC.

“Quarter” means the standard calendar quarters (January to March, April to June, July to September, and October to December).

“Parties” or “Party” means and refers to the contracting parties, Fairfield Township and the City of Fairfield.

“State” means the State of Ohio.

“Township” means Fairfield Township (Butler County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance,

resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 **Creation, Name and Territory.** The City and the Township, by their combined action evidenced by the signing of this Contract and pursuant to Ohio Revised Code Section 715.72, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Fairfield - Fairfield Township Joint Economic Development District - 1.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and depicted in Exhibit “B,” which attached to and made part of this Contract. The District is located entirely within the boundaries of the Township in Butler County and does not include any “parcel of land” (as defined in Section 715.72(E)(1)(c) of the Revised Code) that is owned in fee by or leased to a municipal corporation or township. Furthermore, in accordance with Section 715.72(E)(1)(b) of the Revised Code, no electors reside within the District.

Section 2.2 **Contracting Parties.** The contracting parties to this Contract are the City of Fairfield, a municipal corporation existing and operating under the constitution and laws of the State, and Fairfield Township, Butler County, a township existing and operating under the laws of the State, and their respective successors in all or in part. The contracting parties, as that term is defined and used in Section 715.72 of the Revised Code, are referred to herein as the Parties.

Section 2.3 **Purpose.** The City and the Township intend that the creation and operation of the District shall be, and it is the purpose of the District to, facilitate commercial and economic development, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the

District to attract jobs and economic growth that will benefit the Parties. The Parties also acknowledge that the Township is employing tax increment financing to support the construction of a new, state-of-the-art industrial park in the Township anticipated to contain approximately Eight Hundred Fifty Thousand square feet (850,000 ft²) of warehouse, distribution center and/or light manufacturing buildings (the “Project”) situated on portions of Parcel Nos. A0300-007-000-013, A0300-007-000-028, and A0300-007-000-003, and comprising the District (see Exhibits A and B). The Parties understand that this tax increment financing structure will, among other things, provide for certain payments to the Fairfield City School District, and support public infrastructure investments, including improvements to certain public roads to support the Project. The City consents to this tax increment financing structure.

Section 2.4 Addition of Areas to the District. This Contract, including Exhibits A and B hereto, may be amended from time to time in accordance with the JEDD Statute to add certain property within the Township to the District. Each of the Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F)(1) of the Revised Code, the Parties each agree to contribute to the development and operation of the District as follows:

2.5.1 **Water Service.** The Parties anticipate that all qualified customers located within the JEDD District shall be able to connect to and receive water services from Butler County provided by the Butler County Water and Sewer Department pursuant to its ordinary and customary practices.

2.5.2 **Sewer and Sanitation Services.** The Parties anticipate that all qualified customers located within the JEDD District shall be able to connect to and receive sewer and sanitation services from Butler County provided by the Butler County Water and Sewer Department pursuant to its ordinary and customary practices.

2.5.3 **Electric and Gas Services.** The Parties anticipate that all qualified customers located within the District will be able to receive access to electric and gas utility services through Duke Energy.

2.5.4 Public Safety Services. For the term of this Contract, Fairfield Township shall except as otherwise specified in this Contract, provide services within the District.

2.5.5 Other Services. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises to a level acceptable to the Township and the City. In addition, the Board may contract for such services with either or both of the Parties on such terms as the Board and the respective Party may agree. However, the District may not enter into a contract with one of the Parties without the consent of the other Party. The Township will provide secretarial and administrative services for the District. Further, the Parties may, but are not required to, make other financial contributions to the District. The Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so unless otherwise specified in a different agreement.

2.5.6 Public Records. The Township shall hold all records or documents of the District for safe keeping, exclusive of the tax receipts. The Township shall maintain those records and documents as public records of the Township, City and the District as applicable and shall provide copies of those records and documents to the Parties in accordance with the public records law of the State and the Public Records Policy of the Township.

2.5.7 Formation of District. The City and Township shall prepare, or cause to be prepared, all documents of the City, the Township and the District relating to the formation of the District, including but not limited to, this Contract, instruments describing the District boundaries, notices, forms of City, Township, and District legislation. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District, including the defense of any litigation challenging the District, shall be shared equally between the City and Township, not including expenses for existing personnel and officials of either Party, which shall be paid by each Party respectively.

2.5.8 Subcontracting. To the extent otherwise permitted by law, the City and Township may each fulfill any of their separate or joint obligations under this Contract by contracting with or delegating to a third-party, including both public and private entities

Section 2.6 Economic Development Plan. Pursuant Ohio Revised Code Section 715.72(F)(3), the Parties have developed an economic development plan for the District (attached hereto as Exhibit D) that consists of a schedule for the provision of new, expanded, or additional services, facilities, or improvements.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant Ohio Revised Code Section 715.72(P), a Board of Directors is established to govern the District. The Board shall consist of three members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), and one member selected by the other members to serve a term of three years as chairperson of the Board (Board Member No. 3). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

Each of the Board Members identified in this Section 3.1 shall be selected as follows: (1) Board Member No. 1 shall be appointed by a majority vote of the Fairfield City Council; (2) Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Fairfield Township; (3) Board Member No. 3 shall be selected by a majority vote of the other Board Members. As there are no businesses located or persons working within the District at the time of formation, the District Board's number of members shall be three (3) members in accordance with Ohio Revised Code Section 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Chair, a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on a rotating basis, with one officer from each Party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 3.3 Powers, Duties, Functions. Pursuant to Section 715.72(F)(4) of the Revised Code, this Contract sets forth the specific powers, duties and functions of the Board and enumerates the rules that govern it. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within Butler County or Hamilton County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statute.

The Board shall adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract. The by-laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and

investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract. The Board, on behalf of the District, may:

- (1) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- (2) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the Township;
- (3) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- (4) make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- (5) retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District;
- (6) purchase insurance for liability for protection of the District and its Board, Officers and any other insurance that the Board may determine to be reasonably necessary.

This Contract grants and requires to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof. Any subsequent amendment to modify the income tax shall require the authorization from the City Council of Fairfield and the Fairfield Township Board of Trustees.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting, in accordance with Section 715.72(F)(5) of the Revised Code, shall adopt a resolution to levy an income tax in the District at a rate not to exceed one and one-half percent (1½%). The income tax shall go into effect immediately upon adoption of the resolution. The income tax shall be based on both the income earned by persons employed or residing within the District and the net profit of businesses operating within the District (collectively, the “JEDD Income”). The income tax rate on JEDD Income shall remain at or below one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some other rate in excess of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Parties pursuant to this Contract.

The Board shall adopt, by resolution, for the District’s income tax all the provisions (other than for the names of parties and the allocation of funds) of the City’s income tax legislation, as it may be amended from time to time, including regulations. The income tax levied by the Board pursuant to this Contract and Section 715.72 of the Revised Code shall apply in the entire District throughout the term of this Contract.

In accordance with Section 715.72 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the “JEDD Income Tax Agreement”). The JEDD Income Tax Agreement shall provide that the Finance Director of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided for a service fee equal to five (5%) percent of gross income tax revenues collected for that period or Five Thousand Dollars (\$5,000), whichever is less.

The Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing, income tax collection, and enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and

other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Contract and duties of the Board. The Administrator is also given the authority to grant refunds and compromise claims for tax, penalties and interest. The Administrator may also issue subpoenas and bring suit in the name of the District in any assessment or enforcement action.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue and PILOT Revenue. The Administrator shall deposit the Gross Revenue and PILOT Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements. Within thirty (30) days after the end of each month, the Administrator shall, without the need for further action of the Board, perform the duties and functions set forth in this Section.

4.2.1 Payments from Gross Revenue. From Gross Revenue, the Administrator shall make the following payments in order of priority:

- (a) Reimburse each Party for any cost that Party incurred to establish the District, until paid in full;
- (b) Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that year in accordance with the budget and appropriation resolution (as amended from time to time) of the Board, and for the long term maintenance of the District (collectively, the “Administrative Expenses”), provided, however, that this payment may not exceed five percent (5%) of the Gross Revenue, or Five Thousand Dollars (\$5,000) per annum, whichever amount is less. Annually, the JEDD Board shall distribute the remaining income tax revenues to the Parties based on the net revenue percentages set forth below; and
- (c) Pay the City an amount not to exceed five (5%) percent of the Gross Revenue to pay the City’s expenses to administer the JEDD Income Tax, or Five Thousand Dollars (\$5,000), whichever is less.

- (d) Place five (5%) percent of the gross income tax revenue into an escrow fund. Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Administrator may invoice the Parties according to their net revenue percentages set forth below to satisfy the deficiency. Annually, any escrow surplus shall be distributed to the Parties based on the net revenue percentages set forth below. Earnings achieved on any surplus escrow shall be added to the escrow fund.

4.2.2 Payments from Net Revenue. From Net Revenue, the Administrator shall within 30 days after each Quarter pay: (a) twenty-five percent (25%) of the Net Revenue to the City; and (b) seventy-five percent (75%) of the Net Revenue to the Township.

4.2.3 Payments from PILOT Revenue. From any PILOT Revenue, the Administrator will, at the same time payments are made under Section 4.2.2 hereof, pay: (a) twenty-five percent (25%) of the PILOT Revenue to the City; and (b) seventy-five percent (75%) of the PILOT Revenue to the Township.

Section 4.3 Accounting. The Administrator shall provide an accounting to the Board and Township of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount credited to be paid.

Section 4.4 Provisions. The income tax revenues may be used in part by the District, the Township and City for carrying out the economic development plan of the District and may also be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Parties (including paying debt charges related thereto), providing safety and health services within the District and within the territory of the Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Parties, including

attorneys' fees, and generally improving the environment for those working in the District and in the territory of the Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V OF CONTRACT

Pursuant to Section 715.72(M)(3) of the Revised Code, this Contract is not effective before the thirty-first day after its approval.

The initial term of this Contract shall commence the thirty-first day after its approval (which is the first date on which the City and the Township have lawfully executed this Contract) and shall terminate on December 31, 2072 (the “Initial Term”). This Contract shall be extended by either Party for up to four successive 25-year terms (each, an “Extended Term”), if one Party delivers written notice of the extension to the other Party at least ninety (90) days prior to the expiration of current term (*i.e.*, the Initial Term, or any Extended Term, as applicable). This Contract and its provisions for the Initial Term and the Extended Terms recognize that the accrual of the benefits to the Parties from this Contract may take decades and that the anticipated improvements to the District to support the Project may take years to complete.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Parties that terminate this Contract must occur and be effective within a period of ninety (90) days of each other.

Notwithstanding Article VI and Section 6.13 hereof, this Contract may also be terminated by either Party:

- (i) if it is determined at any time, for any reason, that joint economic development district contracts, including this Contract, cannot be entered into, cannot be implemented, or are held invalid by a court of competent jurisdiction;
- (ii) if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract; or
- (iii) If it is determined at any time, for any reason, that any payments to the City or Township set forth in Article IV are not legal, valid or enforceable.

A Party's determination to so terminate this Contract shall be evidenced by a written notice of such termination approved and dated by resolution of its legislative authority. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract after the date of termination.

Upon termination of this Contract, any property, assets or obligations of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township, and maintained by the Township in accordance with its public records policy.

This Contract shall continue in existence throughout its terms and shall be binding on the Parties and on any entities succeeding the Parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Fairfield by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation, except as otherwise specifically provided in Article VI, Section 6.4 with regard to the annexation of expanded Seward Road right-of-way into the City.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 **Fiscal Year.** The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 **Reports and Records.** The Board shall, at its initial meeting, notify the Auditor of the State of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 **Entire Agreement, Amendments.** This Contract is the entire agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township and only in writing approved by the legislative authorities of each Party by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of ninety (90) days of each other.

Section 6.4 **Annexation.** So long as this Contract is in effect, any annexation, merger or consolidation to the City of unincorporated territory within the Township is prohibited in accordance with Section 715.72(R) of the Revised Code, unless the prior formal consent and approval of the Fairfield Township Board of Trustees is given, excepting only the following specific areas which may be annexed under the following described terms and conditions:

- A. Those lands within Town 1, Range 2 of Fairfield Township consisting of 21.4 +/- acres situated along River Road and referred to as the Groh property (depicted as “Tract 1” in Exhibit E-1 which is attached and incorporated herein) and the area of the right-of-way

for the widening of Seward Road (as depicted in Exhibit E-2, which is attached and incorporated herein) (collectively the “Groh and Seward Areas”). The Groh and Seward Areas, or any part thereof, may be annexed to the City of Fairfield subject to the following conditions precedent:

a. The written consent or approval of at least a majority of the owners of the real property located within the territory sought to be annexed, irrespective of whether such majority of owners also owns a majority of the total land area sought to be annexed.

B. Those lands within Town 1, Range 2 of Fairfield Township consisting of 381.0 +/- acres situated to the east and/or south of the Great Miami River (depicted as “Tract 2” in Exhibit E-1). The Tract 2 Area, or any part thereof, may be annexed to the City of Fairfield subject to the following conditions precedent:

a. The City of Fairfield is an owner of the real property to be annexed.

b. If any of the Tract 2 Area is annexed to the City of Fairfield, the City of Fairfield agrees to collect and distribute to Fairfield Township 50% of all City income tax collected in excess of \$50,000 per annum from taxpayers within the annexed Tract 2 Area during the term of the Agreement.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by one or more third parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other

necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 **Approval of Tax Exemptions.** The Parties hereby consent, pursuant to Ohio Revised Code Section 715.72(U), to any tax exemption granted by a political subdivision under Ohio Revised Code Chapter 1728 or Ohio Revised Code Sections 3735.67, 5709.62, 5709.63 or 5709.632 on any property located within the District.

Section 6.7 **Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended to, or shall, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 **Counterparts.** This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 **Severability.** Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- (i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;
- (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of this State, and in particular, the JEDD Statute. In the event that the JEDD Statute is amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Parties shall be bound by the provisions of the JEDD Statute existing on the date of this Contract unless both Parties agree to be bound by said amendment or supplement, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the Parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The Parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The Parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity unless such insurance is purchased by the JEDD Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014, Attention: City Manager, (ii) Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, Attention: Township

Administrator, and (iii) the Board, Fairfield-Fairfield Township Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014, Attention: City Manager, (ii) Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Fairfield-Fairfield Township Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Party in default shall have sixty (60) days after receiving written notice from the other Party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting Party may refer the dispute to mediation as set forth in Section 6.10 of this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No City ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the JEDD Income Tax contemplated herein, provided, however, that if the Parties jointly agree hereafter, such other said

ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

Section 6.17 Previous Agreements Are Superseded. The Township and City entered into an agreement named “Fairfield Township and City Joint Economic Development District 1 Contract” on April 6, 2010, and an agreement named “Fairfield Township and City of Fairfield Annexation Agreement” on April 6, 2010. Upon full execution, this Contact supersedes those earlier agreements, and those earlier agreements and all obligations therein are void.

Section 6.18 Section 6.18 City to Provide Safety Services to Excepted Area. The City agrees to provide first responder safety services (Fire, EMS, and Police) to the Excepted Area defined in Section 6.4 above at no cost to the Township during the Initial Term or any Extended Term of the Agreement. These services will be provided on a mutual aid basis and the Parties will execute an appropriate mutual aid agreement to document the provision of such services by the City.

(End of Article VI)

**IN WITNESS THEREOF, FAIRFIELD TOWNSHIP AND THE CITY OF FAIRFIELD
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE WRITTEN HEREIN:**

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES

By: Julie Vonderhaar, Township Administrator

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

Lawrence Barbieri, Esq.

Township Law Director

CITY OF FAIRFIELD

By: Scott Timmer, City Manager

Date: _____

Ordinance No. _____

APPROVED AS TO CONTENT:

Greg Kathman, Development Services
Director

APPROVED AS TO FORM:

John Clemmons, Esq.

City Law Director

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Fairfield Township, Butler County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2022 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Shelly Schultz

Fairfield Township Fiscal Officer

The undersigned Finance Director of the City of Fairfield, Butler and Hamilton Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2022 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Jacob Burton

Fairfield City Finance Director

EXHIBIT A
LEGAL DESCRIPTION OF THE DISTRICT

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)

EXHIBIT B

DEPICTION OF THE DISTRICT AND EXPANDED PROJECT SITE

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)



EXHIBIT C**Signed Petitions of Property and Business Owners in the District****(To be attached)**

EXHIBIT D
ECONOMIC DEVELOPMENT PLAN
FAIRFIELD - FAIRFIELD TOWNSHIP JOINT ECONOMIC DEVELOPMENT
DISTRICT – 1

Introduction – Fairfield Township and the City of Fairfield are creating a joint economic development district for the mutual betterment of Fairfield Township, the City of Fairfield, and their surrounds. The objective is to create jobs and to enable long term expanded economic opportunity for the benefit of the combined region and for the State of Ohio.

Background – Fairfield Township and the City of Fairfield share a common history. The City became a municipal corporation in 1954, and it remained in the Township until 1995. Most of the Township shares the Fairfield City School District with the City and the combined community is served by the same civic and community groups. In addition to social ties, there are interactive economic contacts including shopping and employment opportunities. Strong community bonds provide a firm foundation to pursue expanded development opportunities in furtherance of regional economic growth.

Transportation and Commercial Development – Over the last two decades, Fairfield Township has changed from a semi-rural to a predominately suburban community. Population growth has surged to more than 21,000 as of the 2010 Census.

Completion of State Route 129 highway improvements (with connection to I-75) was a catalyst for commercial and industrial growth particularly in proximity to the intersection of the new highway and State Route 4 By-Pass. The trend toward commercial and industrial growth within the last decade introduced greatly increased vehicular traffic moving through Fairfield Township and visiting the Township as a destination. Major retail and service oriented businesses serve Township residents and surrounding communities. The Fairfield Township Trustees and their staff have worked to provide a good home to businesses. Improved roads, infrastructure, community aesthetics, and superior delivery of local governmental services have fostered a welcoming environment for business opportunities. The objective is to enable quality, measured growth in furtherance of a balanced community.

In order to sustain a hospitable business environment and to encourage future growth, the Township recognizes the need to improve the transportation system. Widening of roads to

overcome traffic congestion and to assure safe and efficient travel within and around the Township is a foremost concern of the Township.

Increased activity within the Township calls for added governmental services including administration, zoning, and safety services (i.e. police and fire). New and improved police and fire stations, well equipped to serve growing needs, are part of the equation. Economic growth and expanded governmental services run in tandem.

Revenue Sources – While the overall community – residents and businesses – benefit from superior services, sound fiscal planning to meet financial expectations requires diversification of revenue sources. The Township Trustees have moved from dependence upon real property tax based revenue structure to expanded revenue sources from income taxation associated with commercial activity. The creation of a joint economic development district within the Township enables income taxation from activity within the JEDD territory. Reducing over-dependence upon a single revenue source through broadening of revenue stream balances the Township’s financial needs against growth. Moreover, it assures that residents within the Township do not sustain disproportionate burden associated with expanding enterprise which benefits the region as a whole. By expanding revenue sources, the Township is equipped with a broader source of local funding to serve its role in enabling economic development and in sustaining needs resulting from development.

Job Creation – Diversification of the business mix is a priority in looking toward future development activity. The Township and City will actively recruit potential users for the highest and best use of the JEDD territory, provided that each entity is also free to recruit potential users to other properties outside the JEDD territory as they determine in their own discretion. Ideal users include light industrial, distribution, clean manufacturing, and high tech enterprises to achieve economic balance. The objective is to encourage demand for local work force with employees ready at hand within the region.

Goals of the JEDD – Promoting the JEDD territory through improved transportation links, expanded infrastructure, dependable services, and local government hospitable toward business are primary goals in furtherance of JEDD creation. Job creation and economic activity will in turn

provide revenue sources directly associated with meeting the increased demand for services from local government.

Land Use Plan – This Economic Development Plan is supplemental to the Fairfield Township Land Use Plan. Any future Land Use Plans for Fairfield Township shall incorporate the Economic Development Plan by reference in furtherance of objectives stated in the Economic Development Plan.

New, Expanded, or Additional Services, Facilities, and Improvements – The Township and City plan to participate in the improvement of Seward Road to provide an improved transportation and service network as provided in the schedule in the Development Agreement dated [REDACTED] executed by the Township, the City, and Al. Neyer RE, LLC, which is incorporated herein by reference.

The Township shall furthermore provide expanded public services to the JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth. The Township expects to provide superior level of services in order to attract development and to support commerce. JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing, other financial arrangements, and inter-governmental agreements pertaining thereto also in furtherance of improvements.

EXHIBIT E-1

Depiction of Groh Area

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)



Exhibit E-1 Excepted Areas of Fairfield Township

Legend

- Boundary Line
- Fairfield Twp Tract 1
- Fairfield Twp Tract 2
- Fairfield Twp Parcels
- City of Fairfield Parcels

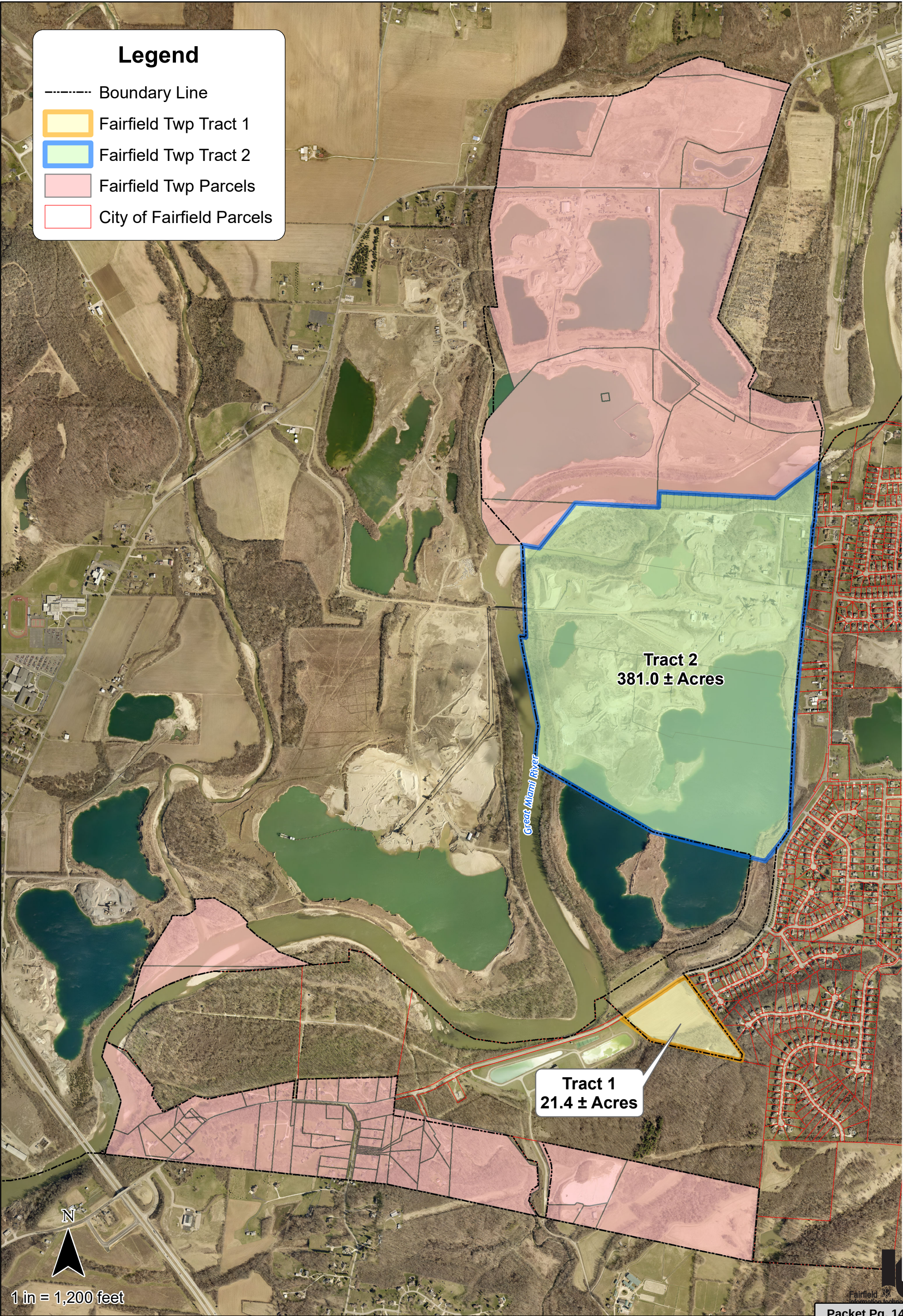


EXHIBIT E-2

Depiction of Seward Area

11061148.1

Attachment: Development Agreement - FAIRFIELD LOGISTICS CENTER (3101 : Development Agreement for Fairfield Logistics Center)



Exhibit E-2 Excepted Area of Fairfield Township

Future Right-of-Way for widened Seward Road
Approximately 1.30 ± Acres



EXHIBIT D

DESCRIPTION OF ROAD IMPROVEMENTS

SCOPE OF WORK

OFF-SITE ROAD IMPROVEMENTS (SEWARD RD. & TYLERSVILLE RD)

The scope of work below is for widening the existing Seward roadway from its current twenty-two to twenty four foot (22' – 24') width asphalt section to an improved standard comprised of three (3), twelve foot (12') lanes with four foot (4') shoulders on each side of the road for a total improved width of forty-four feet (44') conducive to current commercial development standards, and to improve the performance of existing Tylersville and Seward Rd. intersection. The project begins at the Tylersville & Seward intersection and ends at the bridge culvert over Mill Creek. The entire length of project is approximately three thousand four hundred (3,400') feet in length.

Phase I Improvements

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way. Assume an additional ten foot (10') of Right of Way dedication or roadway easement area to the east side of the road centerline, or as required by the final design plans. Right of Way dedication required for turn lanes on Tylersville Rd. shall be pursued by the City and any acquisition cost shall be included as part of the project cost. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Eliminate existing site line clearance issue by regrading a short section of five foot (5') to ten foot (10') hump / hill in Seward Road (near the midpoint of the project site).
5. Relocate (if necessary) any existing overhead electric/phone/fiber optic lines, underground gas, existing water lines, and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
6. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.

7. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
8. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

Phase 2 Improvements

Provide Seward Road and Tylersville intersection improvements identified in traffic study prepared by Kleinger's Associates dated September 20, 2021, and any addendums. Anticipated improvements may include installing a right turn lane onto Seward Rd from eastbound Tylersville Rd. Traffic signal improvements shall be modified as required by final design plans. These improvements could also take the form of additional turn lanes or a roundabout as to be determined by the City of Fairfield in the future to meet the requirements of the traffic study.

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way as required by the final design plans. Right of Way dedication required for turn lanes on Tylersville Rd. shall be pursued by the City and any acquisition cost shall be included as part of the project cost. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Relocate (if necessary) any existing overhead electric/Phone/fiber optic lines and existing water line along edge of street and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
5. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.
6. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
7. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

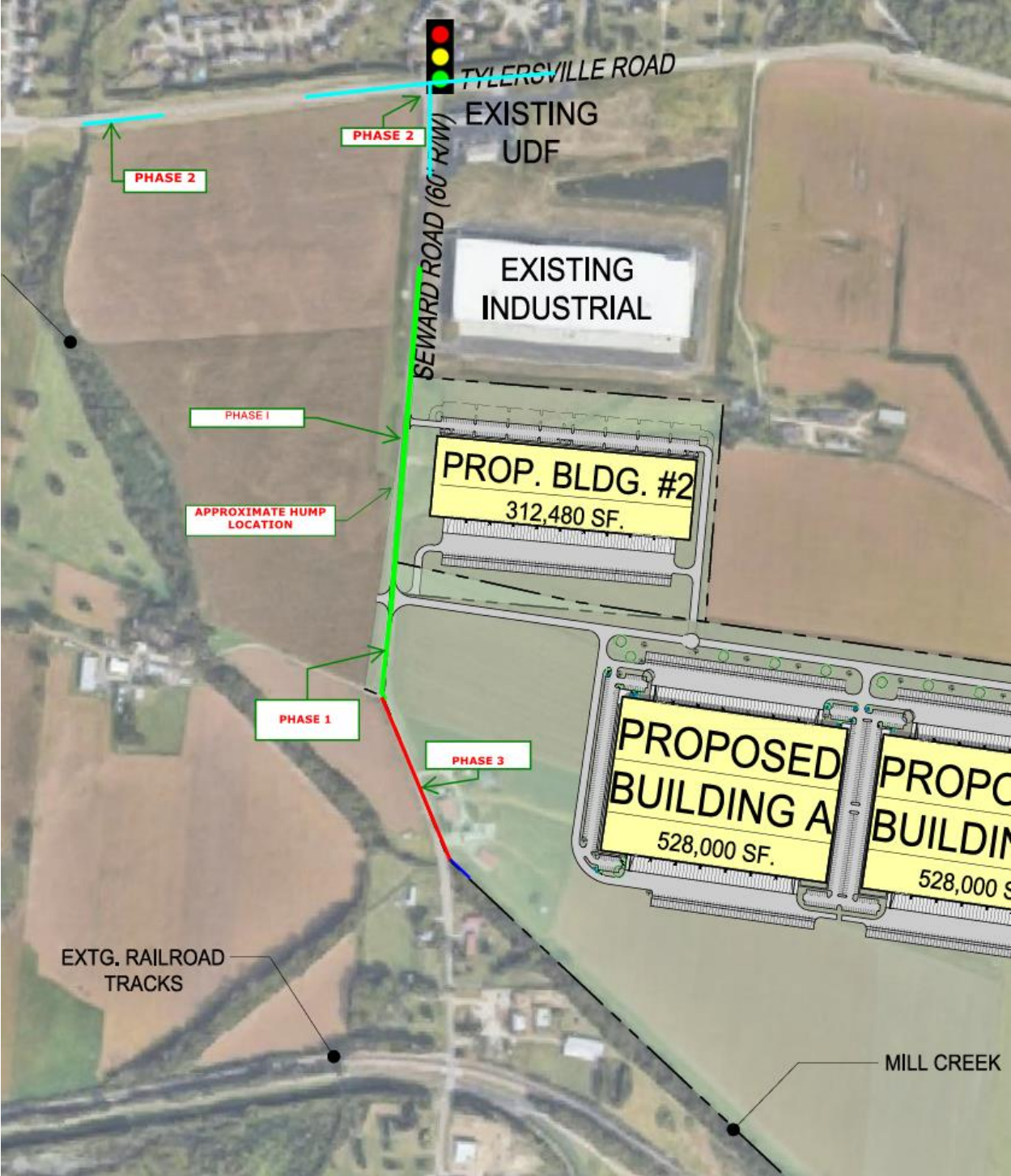
Phase 3 Improvements

Increase horizontal curvature in Seward Road at southern half of project to more closely match existing speed limits on the street. Anticipated curve radius to be approximately 1,910 feet.

1. Design / Engineering for the road improvement project, including associated utility relocations and intersection improvements. Design shall meet current City of Fairfield standards and requirements as well as Ohio Department of Transportation applicable standards. Geotechnical study/borings and subgrade & pavement design are included.
2. Dedication of additional Right of Way as required by the final design plans. To the extent that right of way or easement needs extend beyond ten feet on the east side of Seward Rd. the Township will cooperatively endeavor to reasonably mitigate impact to parking and building setback requirements. Right of Way dedication plats and annexation plats shall be provided by the engineer for the Company.
3. Regrade existing roadside ditches to allow for a single twelve-foot (12') wide lane in each direction, continuous center turn lane, and a four foot (4') paved berm on each side.
4. Relocate (if necessary) any existing overhead electric/Phone/fiber optic lines and existing water line along edge of street and adjust any utilities, manholes or structures to meet new grades. Any relocation of the public water line, if needed, shall be included as part of the roadway improvement project.
5. Sawcut street pavement edges and widen asphalt and stone base section to provide a continuous forty-four foot (44') wide paved street. Pavement buildup to be determined by design, but typically 1-1/2" surface course of asphalt over 1-1/2" intermediate course of asphalt, over 6" base course asphalt, over 9" stone aggregate base. Subgrade and stabilization shall be determined by geotechnical engineer.
6. Repair and/or replace any failing portions of pavement, overlay with asphalt surface course, and restripe road the entire project length of project with thermoplastic pavement marking and raised pavement markers and signs – as needed.
7. Provide culvert crossings where required to facilitate existing floodplain/drainage patterns.

**EXHIBIT D
(Continued)**

DEPICTION OF PHASING



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH AL NEYER RE, LLC AND FAIRFIELD TOWNSHIP, WHICH WILL FACILITATE CONSTRUCTION OF A SPECULATIVE INDUSTRIAL PARK AT A 146 ACRE SITE ON SEWARD ROAD WITHIN FAIRFIELD TOWNSHIP, INCLUDING IMPROVEMENTS TO CITY-OWNED ROADWAYS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a Development Agreement with Al Neyer RE, LLC and Fairfield Township, which will facilitate construction of a speculative industrial park at a 146 acre site on Seward Road within Fairfield Township, including improvements to city-owned roadways in accordance with the agreement on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

Attachment: Al Neyer RE LLC-Ord (3101 : Development Agreement for Fairfield Logistics Center)

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\2022\AI Neyer RE LLC-Ord

Attachment: AI Neyer RE LLC-Ord (3101 : Development Agreement for Fairfield Logistics Center)



City Council Resolution
Regular Meeting - February 28, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Resolution to join TOP-C

Legislation Title:

Resolution to authorize the City Manager to enter into a membership agreement with the Ohio Purchasing Council (TOP-C)

Recommendation:

It is recommended that City Council approve the membership agreement with The Ohio Purchasing Council (TOP-C) to allow for the use of their competitively bid pricing by the City as allowed under Ohio Revised Code section 167, as it pertains to a Regional Council of Governments and authorize the City Manager to enter into a contract with TOP-C.

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A MEMBERSHIP AGREEMENT WITH THE OHIO PURCHASING COUNCIL (TOP-C)

WHEREAS, The City of Fairfield has the opportunity to join The Ohio Purchasing Council (TOP-C) as a member at no cost; and

WHEREAS, the City will be able to utilize the lower competitively bid pricing of (TOP-C) for the purchase of many items such as automobiles, trucks, roofs, HVAC, and construction.

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

Section 1 The City Manager is hereby authorized to enter into a Membership Agreement with The Ohio Purchasing Council (TOP-C) in accordance with the agreement on file in the office of the City Manager.

Section 2 The Resolution shall take effect at the earliest period allowed by law.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. TOP-C Constitution

2. TOP-C Membership Agreement
3. TOP-C.Res

Constitution and By-Laws of the The Ohio Purchasing Council

Preamble.

WHEREAS the Boards of the **Patrick Henry Local School District** and the **Greeneview Local School District** have entered into an agreement establishing a Regional Council of Governments (COG) pursuant to Ohio Revised Code 167.

NOW, THEREFORE, the following provisions, having been duly adopted and amended by the Founding Members, shall constitute the By-Laws of the Ohio Public Purchasing Council.

Article I. Name.

The name of this Regional Council of Government shall be The Ohio Purchasing Council, hereinafter referred to as the "Council."

Article II. Purpose.

The purpose of the Council is to undertake functions and duties as may be permitted under Ohio Revised Code Section 167.03 and Chapters 3311 and 3313 of the Ohio Revised Code. The mission of the Council is to pool resources and bargaining power to obtain quality merchandise and services commonly used by school districts, special districts, or other political subdivisions and to serve as a resource to members on matters related to facility capital expenditures.

Article III. Powers.

Section 3.01 The Council shall act as comprehensive planning center and bargaining consortium for the procurement of services and materials for school districts, special districts, and other political subdivisions. The Council shall have and exercise all powers conferred by federal, state, and local law, regulations, ordinances, and statutes, including all such powers conferred on its members by the same.

Article IV. Membership.

Section 4.01 Founding Members. The founding members are Patrick Henry Local School District and Greeneview Local School District.

Section 4.02 Members. Membership shall be open to any governing bodies statutorily permitted to belong to a regional council of government located in the state of Ohio, including special districts, school districts or other political subdivisions. Such members, including Founding Members, shall have equal voting rights and privileges for all matters.

Section 4.03 Additional Members

- (a) FULL MEMBERS - Upon majority vote of acceptance by the Council Board of Directors or upon majority vote of the Officer Committee, any organization that meets the requirement of Article IV Section 4.02 and
 - (i) Agrees to the By-Laws herein.
 - (ii) Appoints an authorized representative who can vote on issues permitted by Member privileges. From time to time, this representative can change.
 - (iii) Has not withdrawn as a Member within the preceding ninety days.

- (b) INTERIM MEMBERS – Upon acceptance by any Officer, any organization that meets the requirement of Article IV Section 4.02 and
- (i) Agrees to the By-Laws herein.
 - (ii) Appoints an authorized representative who can vote on issues permitted by Member privileges. From time to time, this representative can change.
 - (iii) Has not withdrawn as a Member within the preceding ninety days.
 - (iv) Agrees to be responsible for payment of such fees as determined by the Council pursuant to Section 6.02 of these By-Laws.
 - (v) The organization has not previously been denied membership in a vote of the Board of Directors.

An Interim Member shall have all rights of a full or founding members except for the right of representation on the Board of Directors. An organization may be an Interim Member for no more than one year. If within one year of becoming an Interim Member, the Board of Directors has not admitted the Interim Member as a full Member, the Interim Membership will expire. If the Board of Directors votes and elects not to admit an Interim Member as a Member, the organization cannot become a Member without approval from the Board of Directors, however, nothing shall prohibit an Interim Member whose membership expires from immediately becoming an Interim Member upon expiration, with approval of an Officer.

- (c) COOPERATIVE MEMBERS – Any organization, upon
- (i) Agreeing to the Online Membership Agreement
- shall be accepted as a Cooperative Member.

This membership status creates an interlocal purchasing agreement between an organization and the Council to participate in the Council's unit priced contract services. Cooperative Members are members only by way of an interlocal purchasing agreement and do not have voting rights or a position on the Board of Directors.

Cooperative Members do not need to be located in Ohio. Organizations in Ohio that have joined as a Cooperative Member will operate under Ohio Revised Code 9.48 and not Ohio Revised Code 167.081 for procurement.

Section 4.04 Withdrawal from Membership.

Any Member who is financially in good standing with the Council may withdraw from the Council by formal action of its Board and upon submittal of ninety days written notice to the Board of Directors. For withdrawal less than ninety days written notice, a two thirds majority vote of acceptance by the Council Board of Directors is required and the Fiscal Officer must certify the member is financially in good standing with the Council. Upon the effective date of withdrawal, such members shall be released from all obligations and liabilities with the exception of:

- (i) Those obligations and liabilities stemming from contractual agreements when individuals from the withdrawing member are receiving benefits from the contract or when the withdrawing member is a party to a contract
- (ii) Obligations and liabilities stemming from contractual or other arrangements between the withdrawing member and the Council
- (iii) Claims pending against the Council at the time of withdrawal
- (iv) Claims arising after withdrawal, but based on events occurring prior to withdrawal.

The withdrawing member shall receive a return of its tangible property that can be clearly and reasonably determined to be that of such former member and loaned to the Council. The withdrawing member shall receive its share of unexpended allocations, pursuant to these By-Laws. Any and all other monies shall remain that of the Council.

Article V. Board of Directors and Officers.

Section 5.01 Board of Directors.

The business and governance of the Council shall be managed by the Directors. Each member shall be responsible appointing no less than one representative as a Director. The Board Directors shall consist of one representative of each Member, but no less than two directors. In the event there are fewer than two members, the Board shall consist of two representatives from each member. The Board of Directors has all of the powers and authority vested in Regional Council of Government by Ohio Revised Code 167. The Board of Directors may delegate any of these powers and authority to the Officers. Members of the Board of Directors shall meet, from time to time as necessary to conduct regular business but shall meet no less than annually.

Section 5.02 Director meetings can be called by any member of the Board of Directors, the President of the Council, or the Council's Fiscal Officer. Pursuant to Ohio Revised Code 121.22, the meetings shall be open to the public, subject to the exceptions contained in ORC 121.22(G). The Board of Directors may determine the time and place of the meetings; the Directors may physically attend, or in lieu of physically attendance may attend through digital technology that allows them to be seen and heard by all other Directors and other participants in attendance, as well as hear all such other Directors and other participants in attendance. The President of the Council shall preside at all meetings, or in his/her absence, the First Vice-President.

Section 5.03 Members shall be notified of a meeting a minimum of five days before the meeting by either telephone, electronic notification, or by mail. A meeting location and time shall also published a minimum of five calendar days before the meeting and shall be considered effective notice on any Director that could not be otherwise notified. Meetings shall be conducted in a customary and orderly manner. A meeting cannot be called more than one time every twenty-eight days, unless:

- (i) The greater of two members of the Board of Directors or twenty one percent of the Board of Directors together call another meeting.
- (ii) The President or Fiscal Officer calls the meeting to discuss a matter that, in the sole determination of the President or Fiscal Officer, has urgency.

Section 5.04 Quorum.

A majority of Directors at a Meeting of the Council shall constitute a quorum.

Section 5.05 Voting.

Except as otherwise provided in these By-Laws, a majority vote of those present and eligible to vote on the issue under consideration at a meeting is required to approve any action.

Section 5.06 Ethics. The provisions of Ohio Revised Code Chapter 102, and the related provisions of ORC. Sections 2921.42 and 2921.43 are applicable to all Directors. Directors and Officers who are not otherwise required to file the financial disclosure statement mandated by O.R.C. Sections 102.02, 102.021, and 102.022 shall not be required to file such a statement solely as a result as their appointment to office with this Council. Except as otherwise provided by the ORC and Ohio law, appointment as a Director or Officer shall constitute the holding of public office within the meaning of ORC Chapter 102, or Section 2921.42.

Section 5.07 Compensation. A Director shall not receive compensation for his/her service as a Director, except as reimbursement for reasonable expenses incurred upon the approval of such reimbursement by a majority of disinterested Directors.

Section 5.08 Removal and Vacancy. A Director may be removed from office only upon a supermajority (75% or more) vote of the Board. Upon removal, the member who appointed will, no less than 45 days following the removal, appoint a different representative to serve as a director. Any vacancy on the Board of Directors due to reasons other than removal shall be filled by the member lacking representation on the Board no less than 90 days from the date of vacancy.

Section 5.09 Officers.

- (a) The Officers of the Council shall be President, Secretary, Fiscal Officer/Treasurer, and at least one Vice-President.
- (b) Officers shall be elected annually by the Board of Directors at a meeting for a one-year term and can be re-elected for succeeding terms. An officer may be removed upon a majority vote of the Board of Directors. An officer may resign at any time, without advance notice.
- (c) Persons seeking or holding Officer positions need not be associated with a Member organization or on the Board of Directors to qualify, with the exception of the Fiscal Officer, who must be a member of the Board of Directors.
- (d) Pursuant to Ohio Revised Code 167.04(B), the Board of Directors position of Fiscal Officer shall not remain unfilled. If the Fiscal Officer resigns from the position before the end of the elected term, the Board of Directors shall call a meeting, within one calendar month, to vote for a new Fiscal Officer. The President, Vice-President and Secretary Officer position may remain unfilled if impractical for the Board of Directors to fill the positions, until a later time where it becomes practical.

Section 5.10 Duties of the Officers.

- (a) The President shall:
 - (i) Preside at all Meetings.
 - (ii) Develop and oversee the management of unit priced contracts as defined in Ohio Revised Code 167.081 to further the Mission of the Council.
 - (iii) Promote cooperative arrangements and coordinate action among Members and other Ohio agencies.
 - (iv) Hire staff and contract for services of consultants and experts within budget parameters.
 - (v) Purchase and/or lease supplies, material, equipment and facilities deemed necessary and appropriate to carry out business.
 - (vi) Approve expenditures and enter into contracts on behalf of the Council in accordance with budgets approved by the Board of Directors.
 - (vii) Act on behalf of the Council in situations, determined jointly by the President and Fiscal Officer, as necessary in order to act in a timely manner and be responsive to the best interest of the Council. Such actions shall be reported to the Board of Directors at the next meeting.
 - (viii) Perform functions and duties as are necessary for dealing with problems of mutual concern.
 - (ix) Review any conflicts of interest that are disclosed, keep record of the potential conflict, and develop a system to handle the conflict in a reasonable manner such not to restrict a Member, partner, service provider or employee, instead to make potentially affected parties aware of such conflict and the parties can mutually decide, without the recommendation of the Council, if they choose to proceed with the interaction.
 - (x) Act as the Secretary if there is no Secretary, pursuant to Article V Section 5.02(d) of these By-Laws.
- (b) The First Vice-President shall:
 - (i) Have the authority to act on behalf of the President in the event the President is unavailable or unreachable and the matter needs to be addressed before the President becomes available.
 - (ii) Oversee new membership and conduct outreach.
- (c) Any additional Vice-Presidents shall have such authority as the Board of Directors determines and sets forth in the minutes of a regularly conducted meeting.
- (d) The Fiscal Officer shall:
 - (i) Open and maintain a bank account. The Fiscal Officer SHALL NOT, without operating under the guidance of legal counsel, invest any money in an interest bearing account or in any investment which provides a monetary return on the investment.
 - (ii) Hire staff and contract for services of consultants and experts within budget parameters.
 - (iii) Purchase and/or lease supplies, material, equipment and facilities deemed necessary and appropriate to carry out business.
 - (iv) Approve expenditures and enter into contracts on behalf of the Council in accordance with budgets approved by the Board of Directors.

- (v) Act on behalf of the Council in situations, determined by the Fiscal Officer, as necessary in order to act in a timely manner and be responsive to the best interest of the Council. Such actions shall be reported to the Board of Directors at the next meeting.
- (vi) Perform functions and duties as are necessary for dealing with problems of mutual concern.
- (vii) Provide annual reporting of activities to Members, pursuant to Ohio Revised Code 167.06(D).
- (viii) Consult legal counsel before an Officer Committee enacts any matters, as permitted in Ohio Revised Codes 167.10 and 167.101 through 167.105, which may be contemplated.
- (ix) Act as the President, if the Board of Directors has not filled the President and Vice President positions.
- (e) The Secretary shall:
 - (i) Circulate notice of Meetings, as defined in Section 4.07 of the By-Laws herein.
 - (ii) Record and distribute Meeting minutes.
 - (iii) Provide current copies of the By-Laws to the auditor of state, pursuant to Ohio Revised Code 167.04(D).

Section 5.11 Officer Committee.

The Officers, as defined in Section 5.10, shall together form an Officer Committee. From time-to-time, Officers can choose to call an Officer Committee meeting to discuss and hold a vote on such issues determined to be the province of an Officer Committee. These votes may be reported to members at meetings or published electronically on the Internet.

Section 5.12 Compensation. Officers may only receive such compensation as the Board of Directors determines. No Director who serves as an Officer may receive compensation from the Council except as permitted by Section 5.07 of these By-Laws.

Article VI. Financial Matters.

Section 6.01 Financial Support.

The Council shall not charge Members or Founding Members a fee for the privilege of being a Member that is due on regular intervals. Financial support for the Council shall be based on, but not limited to:

- (i) Grants: The Board of Directors or Officers may actively pursue, apply and accept any and all available grants.
- (ii) Fees from Member Services: The Officers will set and collect reasonable fees for Member Services, determined prior to offering of any services.
- (iii) Donations and Contributions: Individual, business, community and private agency contributions will be requested and accepted when available. The President shall be responsible for distributing a disclosure of conflicts of interest that may arise.
- (iv) Allocations: Funds or allocations received from local, state or federal sources, whether as a reimbursement or as a grant.

Section 6.02 Budget.

The Board of Directors shall pass a Budget which shall bind the Council. The budget may be amended at any time by the Board of Directors by majority vote as the Directors deem advisable. A budget must establish the amount necessary to provide for the administration and continued operation of the Council for the next twelve months. Member services for particular projects may be incorporated into the annual budget or by the Board as deemed necessary.

Section 6.03 Budget Limitations

Excepting those assessments determined by the Board of Directors necessary for the administration and continued operation of the Council, Fees from Member Services to Full Members or Interim Members shall not exceed two and one quarter percent of the total cost of any Per Unit Contract.

Section 6.04 Transfer of Funds.

When paying for Member Services, a Member shall pay the Council for Member Services a minimum of ten days before a

contractor invoice is due. The Council shall not accept or retain any funds from Members (excepting those assessments determined by the Board of Directors necessary for the administration and continued operation of the Council) for any purpose other than payment for services which have been, or are expected to be, provided in accordance with a contract between the Member and the Council or a contract between the Member and a contractor who has been awarded a Unit Price Contract by the Council.

Section 6.05 GIFTS, GRANTS, AND BEQUESTS

The Council is duly appreciative of public interest in and good will toward the schools manifested through gifts, grants, and bequests. The Board of Directors reserves the right, however, to specify the manner in which gifts are made; to define the type of gift, grant, or bequest which it considers appropriate; and to reject those which it deems inappropriate or unsuitable.

All gifts, grants, or bequests shall be submitted to the Board, and if accepted, acknowledged by the Board.

Gifts, grants, and bequests shall become the property of the Board and will be subject to use by the District as determined by the policies and administrative guidelines applying to all properties, equipment, materials, and funds owned by the Board

Article VII. Amendment Process.

The By-Laws of the Council may be amended at any regular or special meetings of the Board of Directors at which a quorum is present.

Article VIII. Dissolution of the Council.

Section 8.01 The Council may be dissolved by a resolution from no less than two thirds of all Members or a majority of no less than two thirds vote of Directors.

Section 8.02 If the Council is in a situation where the Officers cannot run the day-to-day business under the approved budget, the President shall provide thirty days' notice to all directors a new budget which provides adequate funding for the Council to conduct day to day business must be approved. If no budget is approved within thirty days of receipt of the President's notice, a Dissolution Event has occurred.

Section 8.03 If a Dissolution Event occurs, the Board of Directors shall immediately cease to do business and shall only do such acts as are required to conclude its affairs. Member Services contracts shall be completed. Officers shall direct all pending business until all the Council affairs are concluded.

Section 8.04 Distribution of Assets: At the conclusion of all of the Council affairs, any unclaimed assets remaining on the books shall be distributed according to the following schedule:

Section 8.05 All tangible personal property previously loaned or given to the Council that is clearly identified as to ownership shall be returned.

Section 8.06 All remaining tangible property shall be sold at public sale in accordance with Ohio Revised Code 307.12 and proceeds divided among members after all liabilities, if any, have been satisfied.

Section 8.07 Monies from federal, state and local sources for services that are not provided and will not be provided by the dissolution date will be returned.

Section 8.08 All remaining assets and other intangibles shall be divided among all members after all liabilities, if any, have been satisfied.

Article IX. Indemnity.

Section 9.01 Any person who by reason of that person's service as a director, officer, employee, or agent of this Council, against whom a claim is made or was or is a party or threatened to be made a party to any threatened, pending, or completed claim, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than a claim asserted by this Council itself, shall be indemnified by this Council for expenses, judgments, fines, and amounts paid in settlement incurred in connection to such action, suit, or proceeding so long as in the determination of all directors not seeking such indemnity, the person acted in good faith and in a manner the person with good cause reasonably believed to be in the best interest of the Council. Any such indemnification shall be made by the Council only as authorized by the Board by majority vote of the disinterested directors (any director currently or imminently seeking indemnification shall be considered interested directors and ineligible to vote on indemnification matters until such time as the contemplated or pending claim is resolved and the director has either waived indemnification or the disinterested directors have already approved and paid such indemnification). No person shall seek indemnification for a disposed claim if during the period the claim was contemplated and/or pending, the person did not seek indemnification and instead participated/defended against the claim without prior consideration of the Board of Directors.

Article X. Miscellaneous.

Section 10.01 Application of Ohio Law These Amended By-Laws and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Ohio.

Section 10.02 Headings The headings in these By-Laws are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement, or provision hereof.

Section 10.03 Waivers Failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of these By-Laws shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Severability If any provision of these By-Laws of the application thereof shall be invalid, illegal, or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

THE OHIO PURCHASING COUNCIL (TOP-C) Membership Agreement

Overview: TOP-C, an Ohio regional council of governments created under Ohio Revised Code 167, provides unit pricing contracts from Vendors, either directly or via third party administrators, in order to help governmental agencies procure goods and services in a manner that is more cost effective, efficient, or technically advanced than internal resources may allow. This agreement permits member entities, when permitted under applicable purchasing cooperative statuses of jurisdiction of the member entity to make purchases through the TOP-C contracts under the same terms and conditions and proposed pricing as lawfully awarded by TOP-C for the purpose of TOP-C or its members.

This Agreement is made by and between you and your organization ("Member Entity") and The Ohio Purchasing Council and its affiliates Velocity Procurement Administrators, LLC and Aspire Works Purchasing Cooperative, LLC ("TOP-C").

Important: A Member Entity is responsible for following their applicable state or federal procurement statuses when using cooperative purchasing agreements and responsible for verifying vendor compliance. Member Entities are responsible for verifying vendor compliance with published contracts.

Term: This Agreement shall be effective immediately and shall remain effective unless either party terminates this Agreement by providing thirty days written notice of termination to the other party.

This Agreement shall (1) allow Authorized Member Entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanism through competitively awarded vendor contractors; (2) allow Member Entities to access cooperative unit priced based contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; (3) allow the Member Entities to access expertise to facilitate best practices in sourcing and procurement.

Member Entity agrees to:

- Provide TOP-C with current and updated contact information and a member representative
- Follow the terms and conditions of awarded contracts in a manner consistent with local law
- Pay vendors for contracted services in a timely manner
- Issue purchase orders to vendors directly but provide TOP-C purchase orders requested
- Commit to purchase products and services from TOP-C vendors when it is deemed in the best interest of the member entity
- Operate in a manner consistent with local, state and federal law
- Notify TOP-C if a vendor fails to perform as contracted but engage in dispute resolution with the vendor with limited support from TOP-C
- Operate in a manner consistent with the by-laws of TOP-C

If applying for membership as a COG Member and not only the Cooperative Member status, member entity agrees to be bound by the terms and conditions in the TOP-C by-laws and Formation Agreement and agrees to participate in the COG.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents. Electronic communication may include registering on the website and agreeing to terms and conditions through that registration process or updates thereto. TOP-C reserves the right, from time to time, with or without sending further notice, to change the terms of this Agreement, and any changes will be posted on the website and/or will be emailed to all members. The most current version of the terms will supersede any previous versions. Your continued use of your membership shall mean that you agree to be bound by such changes.

I agree that TOP-C or its affiliates may send me updates, advertisements, and information via email, text message, fax, mail, social media, as it deems relevant.

The terms of this agreement shall be governed by the laws of the State of Ohio, without reference to any applicable conflict of law rules. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TOP-C or its affiliates to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally.

I affirm that by submitting this online form, that I am an authorized signatory to act for and legally bind the entity I am presently registering to the terms of this Agreement.

I certify that by submitting this online form that all information provided is true and correct to the best of my knowledge. The submitting party understands that any statements and information submitted to TOP-C, a government entity, is subject to additional scrutiny and verification than a private contract.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
ENTER INTO A MEMBERSHIP AGREEMENT WITH THE OHIO
PURCHASING COUNCIL (TOP-C).

WHEREAS, the City of Fairfield, Ohio has the opportunity to join The Ohio Purchasing Council (TOP-C) as a member at no cost; and

WHEREAS, the City of Fairfield, Ohio will be able to utilize the lower competitively bid pricing of (TOP-C) for the purchase of many items such as automobiles, trucks, roofs, HVAC, and construction.

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

Section 1. The City Manager is hereby authorized to enter into a Membership Agreement with The Ohio Purchasing Council (TOP-C) in accordance with the agreement on file in the office of the City Manager.

Section 2. This Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Pavement Marking Application contract for the 2022 Program – Construction Award

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with the Aero-Mark Company, LLC for the 2022 Pavement Marking Application.

Recommendation:

It is recommended that City Council approve legislation for an appropriation in the amount of \$75,000.00 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 2022 Pavement Marking Application contract.

Background/Synopsis:

The City contracts out the application of pavement markings on an annual basis to promote safety and aesthetics.

The City has approximately 408 lane miles of pavement within the City. As pavement markings become aged, it is necessary to re-paint them on an annual basis. This project may also include the replacement of raised pavement marker lenses on select streets. This project is programmed in the Capital Improvement Program as 2PW09.

A bid opening was held on February 14th for which two (2) bids were received. The bid results are attached.

The lowest and best bidder is the Aero-Mark Company, LLC of Streetsboro, Ohio.

Financial Impact:

\$75,000.00 (\$63,231.25 for the application of roadway pavement markings with a contingency of \$11,768.75) from the Street Improvement Fund.

Emergency Provision Explanation:

A suspension of the rules is being requested in order to schedule a preconstruction meeting and complete this work during the late spring / early summer months.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. 2022 Pavement Marking Program Bid Results
2. 2022 Striping Map
3. Aero-Mark Company-Ord

City of Fairfield

Bid Tabulation for "2022 Pavement Marking Program"

Bid Opening: February 14, 2022, City of Fairfield Council Chambers

Engineer's Estimate \$86,160.00

					BIDDER				BIDDER			
					The Aero-Mark Company, LLC 10423 Danner Drive Streetsboro, OH 44241 330-995-0100				A&A Safety 1126 Ferris Road Amelia, OH 45102 513-943-6100			
Item #	Unit	Description	642 Traffic Paint Quantity	644 Thermoplastic Qty	642 Traffic Paint Unit Price	642 Traffic Paint Total	644 Thermoplastic Unit Price	644 Thermoplastic Total	642 Traffic Paint Unit Price	642 Traffic Paint Total	644 Thermoplastic Unit Price	644 Thermoplastic Total
1	Feet	Stop Bar (24")	2624		\$ 1.75	\$ 4,592.00	\$ 5.00	\$ -	\$ 1.80	\$ 4,723.20	\$ 6.50	\$ -
2	Miles	Lane Line (4" White)	8.036		\$ 350.00	\$ 2,812.60	\$ 1,100.00	\$ -	\$ 370.00	\$ 2,973.32	\$ 1,500.00	\$ -
3	Miles	Lane Line (4" Yellow)	0.298		\$ 350.00	\$ 104.30	\$ 1,100.00	\$ -	\$ 370.00	\$ 110.26	\$ 1,500.00	\$ -
4	Miles	Center Line (4" Double Yellow)	11.612		\$ 550.00	\$ 6,386.60	\$ 4,400.00	\$ -	\$ 585.00	\$ 6,793.02	\$ 1,500.00	\$ -
5	Miles	Center Line (4" Broken and Solid)	2.320		\$ 500.00	\$ 1,160.00	\$ 4,400.00	\$ -	\$ 510.00	\$ 1,183.20	\$ 5,000.00	\$ -
6	Feet	Crosswalk Line (12")	7114		\$ 1.20	\$ 8,536.80	\$ 2.50	\$ -	\$ 1.50	\$ 10,671.00	\$ 4,250.00	\$ -
7	Feet	Dotted Guide Line	1585		\$ 0.50	\$ 792.50	\$ 2.00	\$ -	\$ 0.55	\$ 871.75	\$ 5.50	\$ -
8	Feet	Transverse Line (24" White)	1686		\$ 1.50	\$ 2,529.00	\$ 5.00	\$ -	\$ 1.55	\$ 2,613.30	\$ 1.45	\$ -
9	Feet	Transverse Line (24" Yellow)	799		\$ 1.50	\$ 1,198.50	\$ 5.00	\$ -	\$ 1.55	\$ 1,238.45	\$ 6.25	\$ -
10	Feet	Channel Line (8")	19958		\$ 0.40	\$ 7,983.20	\$ 1.50	\$ -	\$ 0.60	\$ 11,974.80	\$ 6.25	\$ -
11	Miles	Edge Line (4" White)	5.565		\$ 450.00	\$ 2,504.25	\$ 2,600.00	\$ -	\$ 470.00	\$ 2,615.55	\$ 1.50	\$ -
12	Miles	Edge Line (4" Yellow)	0.640		\$ 450.00	\$ 288.00	\$ 2,600.00	\$ -	\$ 470.00	\$ 300.80	\$ 3,500.00	\$ -
13	Each	"ONLY"	74		\$ 36.00	\$ 2,664.00	\$ 90.00	\$ -	\$ 45.00	\$ 3,330.00	\$ 3,500.00	\$ -
14	Each	Arrow	273		\$ 36.00	\$ 9,828.00	\$ 80.00	\$ -	\$ 40.00	\$ 10,920.00	\$ 150.00	\$ -
15	Each	Combination Arrow	22		\$ 46.00	\$ 1,012.00	\$ 160.00	\$ -	\$ 45.00	\$ 990.00	\$ 125.00	\$ -
16	Each	"SCHOOL"	17		\$ 165.00	\$ 2,805.00	\$ 450.00	\$ -	\$ 175.00	\$ 2,975.00	\$ 175.00	\$ -
17	Each	Island Ball	17		\$ 35.00	\$ 595.00	\$ 145.00	\$ -	\$ 40.00	\$ 680.00	\$ 500.00	\$ -
18	Feet	Yield Bar	17		\$ 8.50	\$ 144.50	\$ 35.00	\$ -	\$ 5.40	\$ 91.80	\$ 400.00	\$ -
19	Each	TURN	2		\$ 165.00	\$ 330.00	\$ 150.00	\$ -	\$ 150.00	\$ 300.00	\$ 7.50	\$ -
20	Each	RIGHT	2		\$ 165.00	\$ 330.00	\$ 150.00	\$ -	\$ 150.00	\$ 300.00	\$ 450.00	\$ -
21	Each	AHEAD	2		\$ 165.00	\$ 330.00	\$ 150.00	\$ -	\$ 2.50	\$ 300.00	\$ 450.00	\$ -
22	Feet	Grinding (642)	100		\$ 3.25	\$ 325.00		\$ -	\$ 50.00	\$ 250.00	\$ 450.00	\$ -
23	Each	Grinding Words/Arrows (642)	5		\$ 60.00	\$ 300.00		\$ -	\$ 50.00	\$ 250.00		\$ -
24	Each	Raised Pavement Marker Reflector (621)	1000		\$ 5.68	\$ 5,680.00		\$ -	\$ 6.45	\$ 6,450.00		\$ -
* Bidders are asked to provide pricing for thermoplastic unit prices. Minimal quantities are anticipated for this year's program at this time.					642 Traffic Paint 644 Thermoplastic				642 Traffic Paint 644 Thermoplastic			
					Total \$ 63,231.25 Total \$ -				Total \$ 72,905.45 Total \$ -			
Total Contract Amount					\$ 63,231.25				\$ 72,905.45			

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.

2022 Pavement Markings Map

- 642 Paint
- 644 Thermo



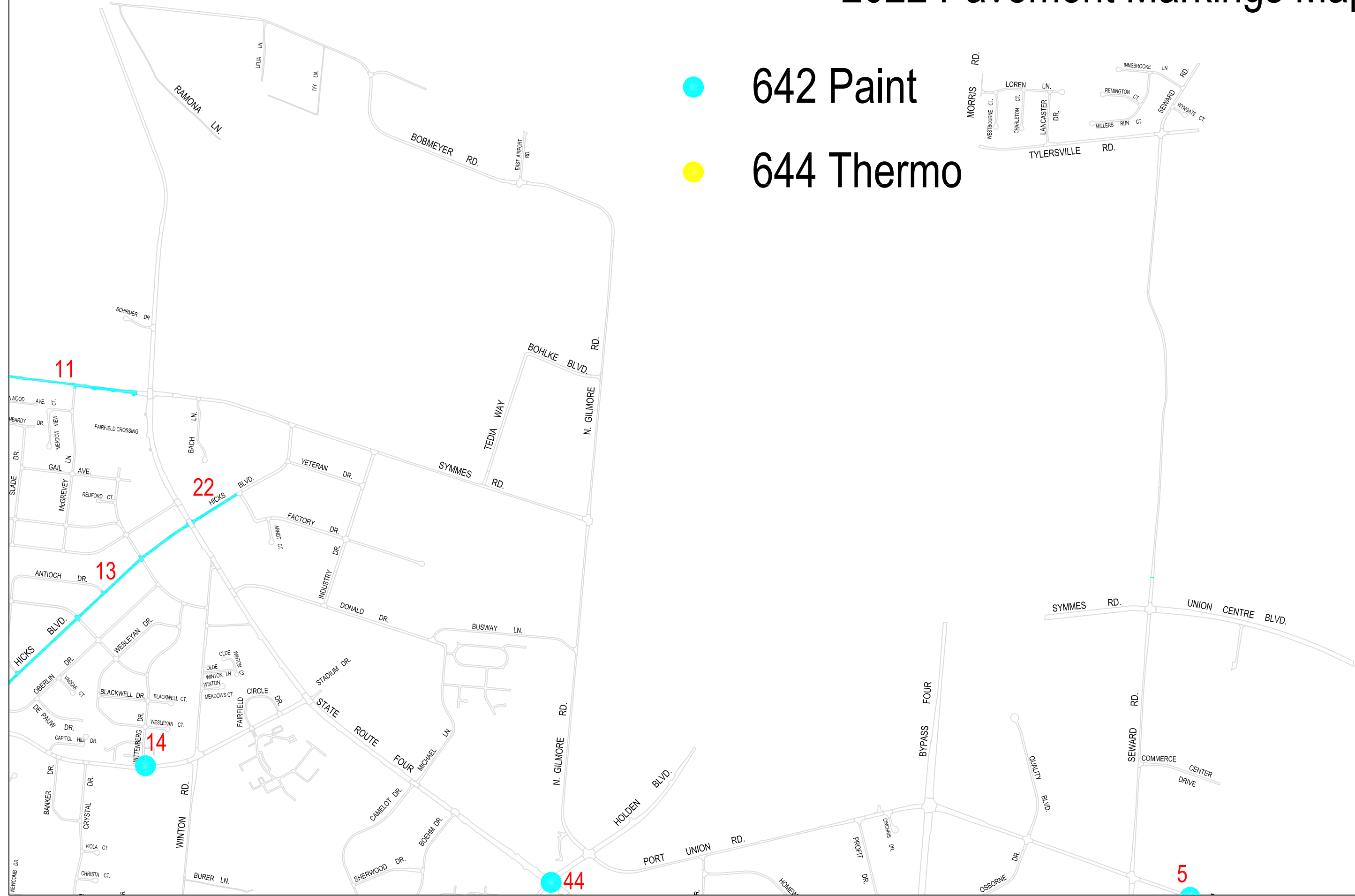
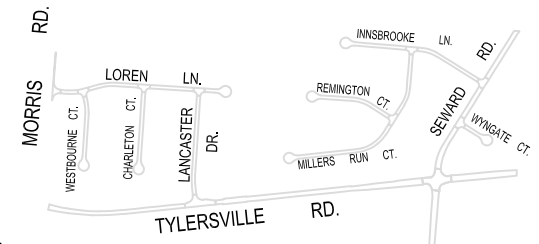
2022 Pavement Markings Map 2



642 Paint



644 Thermo



3 2022 Pavement Markings Map



- 642 Paint
- 644 Thermo



2022 Pavement Markings Map 4

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH THE AERO-MARK COMPANY, LLC FOR THE 2022
PAVEMENT MARKING APPLICATION.

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 the Aero-Mark Company, LLC for the 2022 Pavement Marking Application in accordance with the contract 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\2022\Aero-Mark Company-Ord

Attachment: Aero-Mark Company-Ord (3098 : Pavement Marking Application contract for the 2022 Program – Construction Award)



City Council Resolution
Regular Meeting - February 28, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Public utility reciprocity - Fisher Industrial Park, 4000 Dixie Highway

Legislation Title:

Resolution permitting a Fairfield property owner at 4000 Dixie Highway to receive City of Hamilton, Ohio water and sewer service and declaring an emergency.

Recommendation:

It is recommended that City Council pass a resolution to grant permission to the property owner of 4000 Dixie Highway to receive water and sewer service from the City of Hamilton, for the use of that property only. Rules suspension is requested to expedite property development and building construction. Emergency provisions are needed to preserve public health, safety, and the environment by enabling public water and sewer service to this property.

Background/Synopsis:

The owner of 4000 Dixie Highway, Fairfield, Ohio 45014, wishes to construct a new commercial building on this property. A conceptual plan of this commercial development, to be called Fisher Industrial Park, is attached for review. As the City of Fairfield does not provide water or sewer service to this area, the property owner desires to secure utility service for the new building from the City of Hamilton, which does have utility service in the area. This resolution grants permission to the property owner to secure said water and sewer service from Hamilton in accordance with the Utility Service Agreement between Fairfield and Hamilton, signed September 1, 1992.

The Utility Service Agreement between Fairfield and Hamilton outlines the terms and conditions whereby the utility departments of both cities will provide their respective utility services to property owners within the corporate limits of the other city. In accordance with that Agreement, Fairfield's Public Utilities Department has reviewed the site and building plans for 4000 Dixie Highway and is agreeable to having this property served by Hamilton utilities – pending consent by City Council of Hamilton; final plan approval by the Hamilton Utilities Engineering group; and payment of all applicable fees and charges.

Financial Impact:

N/A

Emergency Provision Explanation:

Emergency provisions are needed to preserve public health, safety, and the environment by enabling public water and sewer service to this property.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Fisher Park Development (5)
2. 4000 Dixie Highway City of Hamilton Water - Res



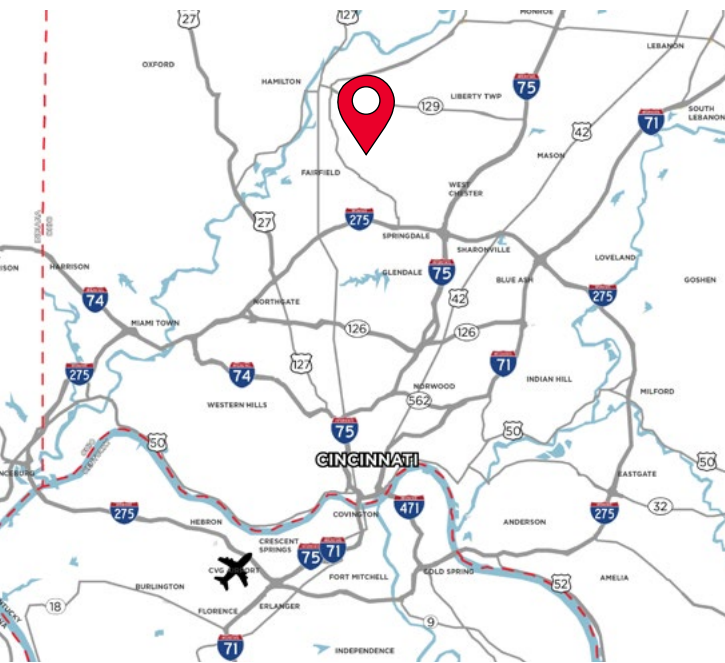
150,000 SF AVAILABLE FISHER INDUSTRIAL PARK

4000 DIXIE HWY, FAIRFIELD, OH 45014



NEW CONSTRUCTION

FOR LEASE: \$5.50 psf/NNN



PROPERTY HIGHLIGHTS

- 150,000 SF available Fall 2022
- (34) docks; (2) Drive-in doors
- 32' clear height
- LED lighting
- ESFR fire suppression
- Outside storage
- Trailer parking - 41 stalls
- Located in the city of Fairfield, just north of Interstate 275

For more information, contact:

Tom McCormick, SIOR, CCIM
Senior Director
+1 513 763 3025
tom.mccormick@cushwake.com

David C. Kelly, CCIM
Senior Director
+1 513 763 3009
dave.kelly@cushwake.com

Developed By:
PLYMOUTH REIT

201 E. Fourth Street, Suite 1800
Cincinnati, OH 45202
P: +1 513 421 4884
cushmanwakefield.com

FOR LEASE

FISHER INDUSTRIAL PARK 4000 DIXIE HWY

FAIRFIELD, OH 45014

11.C.1.a

BUILDING SPECIFICATIONS

\$5.50/PSF NNI

LOCATION	Fairfield, Ohio, Butler County	LIGHTING	LED 30 FC @ 36"
ADDRESS	4000 Dixie Highway	DOCK DOORS	(34) 9' x 10' Docks
BUILDING SIZE	150,000 SF (600' x 260")	DRIVE-IN DOORS	(2) 12' x 14' doors
OFFICE SIZE	BTS	LOADING TYPE	Rear-load
ACRES	15 Acres	ELECTRIC	800 amp, 277/480 volt, 3 Phase, 4 wire - Expandable to 2000 amps
YEAR BUILT	2022	PARKING	Approx. 77 auto spaces
CONSTRUCTION	Precast concrete panels	HVAC	Gas fired roof mounted (Maintains 50° F in winter based on 0° outside air)
CLEAR HEIGHT	32' at 6" beyond speed bay	ELECTRIC/GAS	www.duke-energy.com
FLOORS	7" unreinforced concrete slab with floor flatness	WATER/SEWER	www.butlercountyohio.org
COLUMN SPACE	52' x 50'	TELEPHONE	www.cincinnati-bell.com
TYPICAL BAY	52' x 260' (13,250 SF)	DATA	www.spectrum.com
SPEED BAY	52' x 60'	MISC. NOTES	CSX rail available (2) HVLS fans in speed bay
FIRE SUPPRESSION	ESFR with K-17 heads & O'Neill 1,500 GPM Pump		



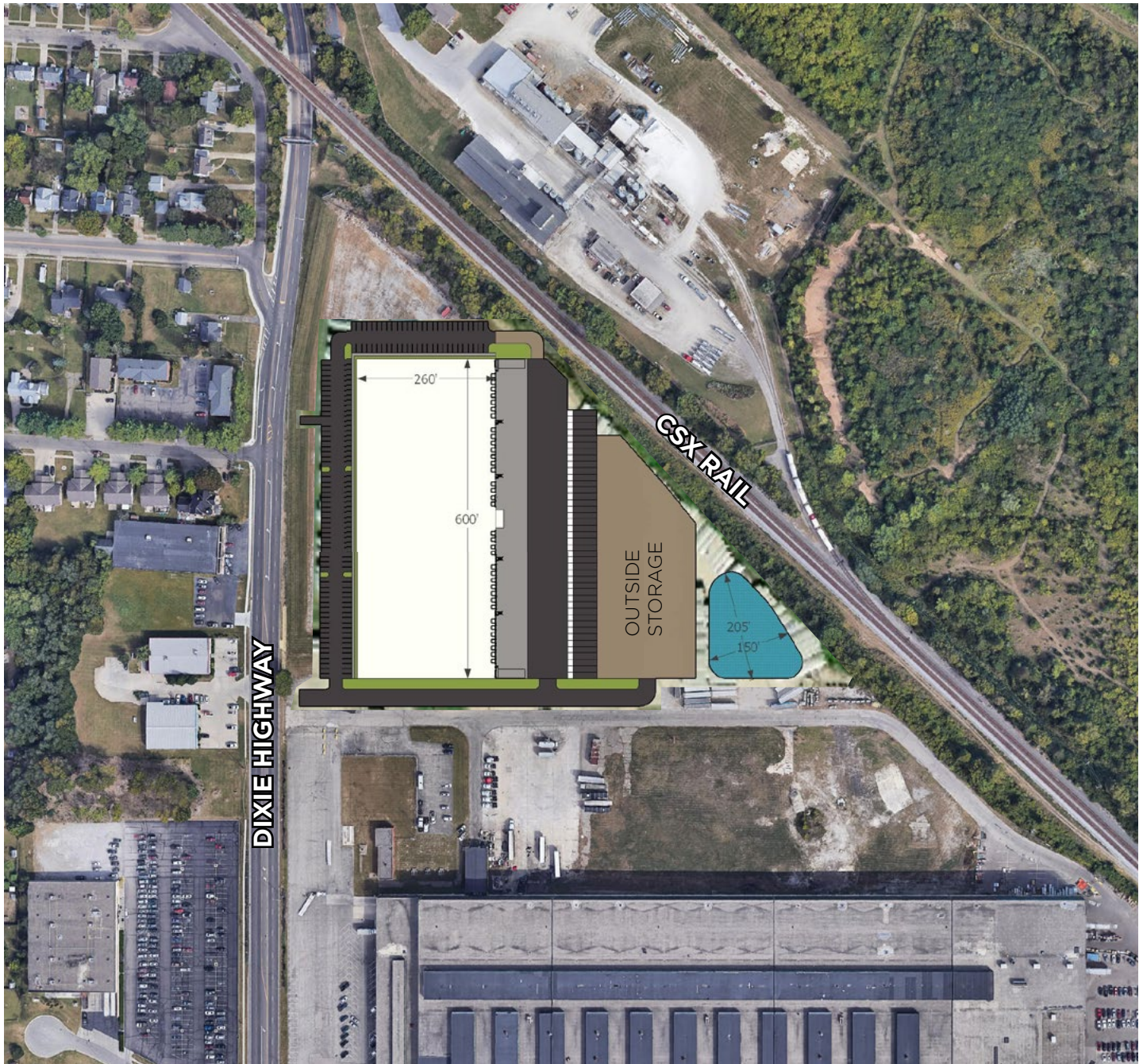
FOR LEASE

FISHER INDUSTRIAL PARK 4000 DIXIE HWY

FAIRFIELD, OH 45014

11.C.1.a

SITE PLAN



Attachment: Fisher Park Development (5) (3099 : Public utility reciprocity - Fisher Industrial Park, 4000 Dixie Highway)

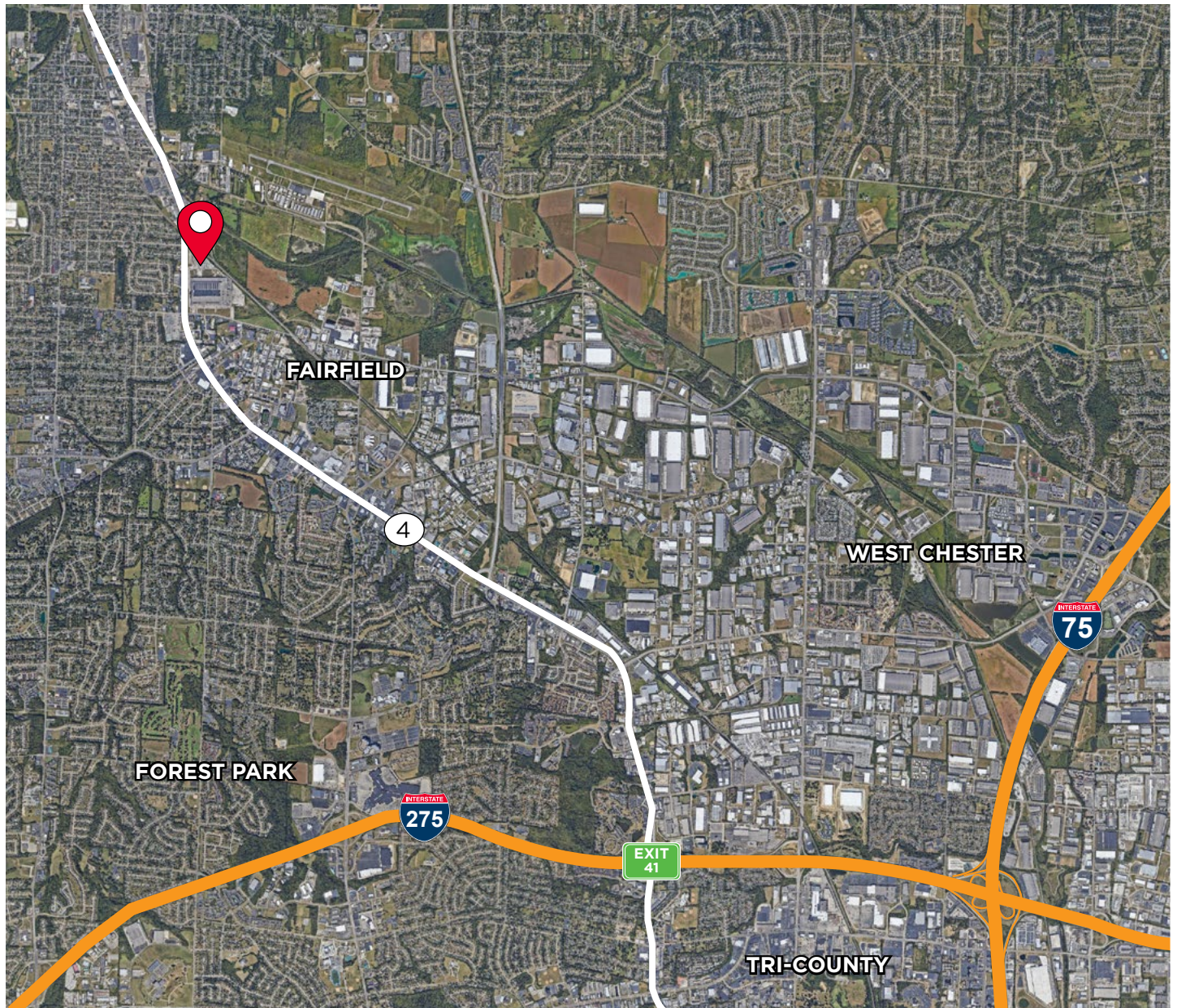
FOR LEASE

FISHER INDUSTRIAL PARK 4000 DIXIE HWY

FAIRFIELD, OH 45014

11.C.1.a

AERIAL LOCATION



Attachment: Fisher Park Development (5) (3099 : Public utility reciprocity - Fisher Industrial Park, 4000 Dixie Highway)

For more information, contact:

Tom McCormick, SIOR, CCIM
Senior Director
+1 513 763 3025
tom.mccormick@cushwake.com

David C. Kelly, CCIM
Senior Director
+1 513 763 3009
dave.kelly@cushwake.com

Developed By:
PLYMOUTH REIT

201 E. Fourth Street, Suite 180
Cincinnati, OH 45202
P: +1 513 421 4884
cushmanwakefield.com

©2022 Cushman & Wakefield. All rights reserved. The information contained in this communication is strictly confidential. This information has been obtained from sources believed to be reliable but has not been verified. NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE AS TO THE CONDITION OF THE PROPERTY (OR PROPERTIES) REFERENCED HEREIN OR AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN, AND SAME IS SUBMITTED SUBJECT TO CHANGE WITHOUT NOTICE. ANY PROJECTIONS, OPINIONS OR ESTIMATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ANY SPECIAL LISTING CONDITIONS IMPOSED BY THE PROPERTY OWNER(S).

Packet Pg. 181

RESOLUTION NO. _____

RESOLUTION PERMITTING A FAIRFIELD PROPERTY OWNER AT
4000 DIXIE HIGHWAY TO RECEIVE CITY OF HAMILTON, OHIO
WATER AND SEWER SERVICE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield does not provide water or sewer service to the
property at 4000 Dixie Highway, Fairfield, Ohio,

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

Section 1. Permission is hereby granted to the owner(s) of the property known as
4000 Dixie Highway, Fairfield, Ohio, to receive City of Hamilton, Ohio
water and sewer service for the use of that property only, subject to the
payment of all applicable fees and charges.

Section 2. This permission for water and sewer service shall terminate if and when
the City of Fairfield has adequate water and/or sewer service available to
the property, at which time the property owner shall disconnect from the
City of Hamilton water and/or sewer service and connect to the City of
Fairfield water and/or sewer service and pay all appropriate fees and
costs. This permission is contingent upon execution by the property
owner of a written agreement to these terms.

Section 3. This Resolution is hereby declared to be an emergency measure necessary
for the immediate preservation of the public peace, health, safety and
welfare and for the urgent benefit and protection of the City and its
inhabitants for the reason that the water and sewer service to the
property can be established for the use of a new facility in a timely
manner; wherefore, this Resolution shall take effect immediately upon its
passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\4000 Dixie Highway City of Hamilton Water - Res



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract with Ferguson Waterworks for procurement and installation of a smart water metering system

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Ferguson Waterworks for procurement and installation of a smart water metering system and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Ferguson Waterworks and appropriate funding in the amount of \$5,900,000.00 for the procurement and installation of a City-wide smart water metering system. Rules suspension is requested in order to expedite the project.

Background/Synopsis:

The City's Public Utilities Department currently reads about 14,000 water meters each month. Most of these meters are read via "touch-read" technology – which requires a meter reader to physically touch each home or business to collect the usage information. Reading meters in this fashion requires a significant amount of labor and resources. In conjunction with immediate plans to replace the vast majority of these water meters due to age and end of useful life expectancy, the City also desires to install a City-wide automated "smart" meter-reading system – also known as Advanced Metering Infrastructure (AMI). An automated system will allow meter readings to be collected via an FCC-licensed and dedicated radio transmission system that collects all data on a daily basis and imports the data into a metering software program. An automated system will also allow for remote firmware updates and reconfiguration of smart meters. An AMI software program is used to generate bills and provide data to customers on real-time issues such as leaks.

This turn-key capital project includes the upgrade and installation of approximately 13,000 smart water meters throughout the City. This project also includes the installation and set-up of all associated infrastructure, an automated meter-reading system, as well as billing integration and staff training as needed. The City completed two small proof of concept projects in 2021 to validate smart metering technologies to ensure a successful City-wide AMI project. Public Utilities Department staff presented on the justification for this City-wide project at the 9/13/2021 Council Manager briefing.

This project was prepared for formal competitive bidding, with 2 bids received on February 7, 2022. Staff recommends that the bid be awarded to Ferguson Waterworks of Cincinnati, Ohio, as supplier of the best bid and only bid in full compliance with all prescribed technical specifications.

A side-by-side evaluation of bidder compliance with critical technical specifications, along with cost considerations, is attached for review. Bid information and equipment pricing breakdowns, as well as technical data on all AMI components, equipment, and meters, are also attached for review. A contractual appropriation with minor contingency is requested for Ferguson Waterworks in the amount of \$5,900,000.00.

Financial Impact:

A contractual appropriation is requested for Ferguson Waterworks in the amount of \$5,900,000.00, including minor contingency.

Funding for this project is included in the approved 2021-2025 Capital Improvement Program (CIP), under 2WT17 – ‘Automated Meter Reading (AMR)’, and 2WW14 – ‘Automatic Meter Reading (AMR)’. This project will be debt-financed, likely through the Ohio Water Development Authority’s (OWDA) “market rate program”.

Emergency Provision Explanation:

Emergency provision is required to ensure that the City of Fairfield can accurately measure all water usage in the City – so that utility revenues can be sustained and so that said revenues can be used to continue to implement critical infrastructure improvement projects. Emergency provision is furthermore required to minimize the potential for ongoing supply chain- and pandemic-related equipment shortages and cost escalations.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. Master-Meter-BLMJ-Residential-Multi-jet-Product-Sheet-v0511.20F
2. Allegro-Base-Station-and-Repeaters
3. harmony_brochure_v08_01-1
4. Bid Tab Advanced Metering Infrastructure Water Meters and Equipment Installation FINAL 02082022
5. Bid comparison 02112022
6. Ferguson Waterworks-Ord

■ BOTTOM LOAD MULTI-JET METERS



Master Meter's Multi-Jet meter exceeds the AWWA C708 standard. With sensitivity to measure water flowing as low as 1/8 gallon per minute and accuracy unaffected by common particulates and build-up that would freeze other types, you can count on our Multi-Jet technology.

Technical Specifications:

AWWA Standard -Meets or exceeds all sections of AWWA Standard C-708, most recent revision. Compliant with SDWA, NSF ANSI 372 and NSF ANSI 61 standards.

Register - Standard Direct Read, DIALOG® 3G AMR System registers, AccuLinx Encoder, and IP 68 Electrical Output registers available. Together, an integrated and migratable technology environment is attained; direct, proximity (touch), mobile AMR, and Fixed Network AMI.

Register Sealing - Direct Read and DIALOG registers are permanently sealed with a scratch resistant glass lens, stainless steel base and wrap-around gasket to prevent intrusion of dirt or moisture.

Features & Benefits:

- Rugged basket strainer built from advanced polymer materials for superior wear mitigation.
- Proprietary design produces smooth, laminar flow profile for improved accuracy
- Award-winning DIALOG 3G register design houses all vital components - encoder, RF transmitter, battery and antennae - safely within the register's stainless steel and tempered glass enclosure. Free of external wires, components and connections - the #1 cause of field related issues on competitive designs.
- Assures compliance with the Safe Drinking Water Act (SDWA).
- Measures with only one moving part that is hydro-dynamically balanced on a sapphire bearing to preserve accuracy and promote a positive bottom line.
- Exceptional performance in passing entrained solids and operating in environments with high mineral content.
- Clean, elegant measurement design is highly sensitive to leaks and low flow while limiting wear for excellent revenue protection.

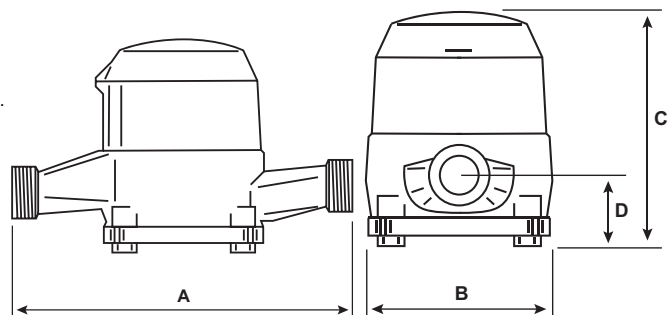
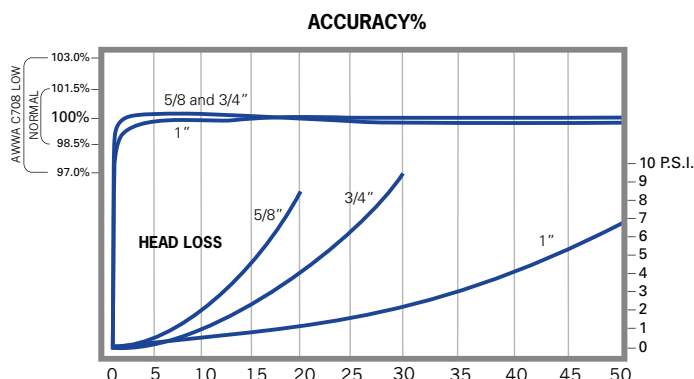
BOTTOM LOAD MULTI-JET METERS

Technical Specs (Cont'd):

- **Register Unit** - Registration available in U.S. gallons, cubic feet or cubic meters.
- **Test Circle** - Large center sweep hand with one hundred (100) clearly marked gradations on the periphery of the dial face (available on Direct Read and DIALOG 3G registers).
- **Design/Operation** - Velocity-type flow measurement. Water that is evenly distributed by multiple converging inlet ports flows past an impeller in the measuring chamber, creating an impeller velocity directly proportional to water flow rate. The meter's register integrates that velocity into totalized flow. An inherent advantage for this design is unparalleled wear mitigation leading to sustained revenues. The register assembly is removable under line pressure permitting seamless, simplified upgrades in reading technology.
- **Strainer** - A rugged, 360-degree advance polymer basket strainer protects the critical measuring element from damage. The unique strainer design smoothes the flow of water entering into the meter creating a laminar flow that is gentle on the meter's internal components. Tough materials operating in a smooth, balanced environment enable the meters to perform more accurately over time. Utilities' investments last longer while capturing more revenue.
- **Measuring Chamber** - The measuring chamber housing and measurement element are built with an advanced synthetic polymer. Measurement surfaces are not wear surfaces, providing sustained accuracy despite the presence of entrained solids in the water. A long life, synthetic sapphire bearing serves as a wear surface with radially balanced water flows. The chamber housing is constructed in two parts to allow access to the impeller. Bottom plates available in Bronze, Cast Iron (CI) or Engineered Plastic.

METER OPERATING CHARACTERISTIC/DIMENSION	5/8"	3/4" x 7-1/2"	3/4" x 9"	3/4" x 9" x 1"	1"
Flow Rating (gpm)	20	30	30	30	50
Continuous Flow (gpm)	15	20	20	20	30
Normal Flow Range (gpm) Accuracy 98.5% - 101.5%	1-20	2-30	2-30	2-30	3-50
Low Flow (gpm) Accuracy 97% - 103%	1/4	1/2	1/2	1/2	3/4
Maximum Working Pressure (psi)	150	150	150	150	150
Maximum Working Temperature (F)	120	120	120	120	120
Length (A below)	7-1/2"	7-1/2"	9"	9"	10-3/4"
Width (B below)	3-5/8"	3-5/8"	3-5/8"	3-5/8"	4"
Height, standard register with lid (C below)	5"	5"	5"	5"	5-1/4"
Height, bottom to center line (D below)	1-1/2"	1-1/2"	1-1/2"	1-1/2"	1-3/4"
Weight (lbs)	3.95	4.0	4.1	4.6	5.25
Packed To Carton	6	6	6	4	4
Carton Weight (lbs)	25.1	25.4	26	19.8	22.4

Accuracy and Head Loss Chart



v0511.20F



allegro™

BASE STATION AND REPEATER



AMI 2-Way Fixed Network

The Allegro Advanced Metering Infrastructure (AMI) Network is comprised of a long range radio base station, peripheral repeaters to extend range into low population geographies, and individual meter endpoint transceivers.

Master Meter's Allegro AMI system is a robust RF communication network that interfaces between a water utility and their residential and business customers. The tower based system operates in the licensed 450MHz – 470MHz frequency spectrum offering superior reliability and extensive geographic reach.

The plug-and-play nature of the system means that installation is easy and intuitive as the Endpoints and repeaters will automatically match the base station's pre-programmed frequency pairs and with the backhaul connected via cellular network, interval data will be transmitted along a reliable and stable path.

The 2-way system offers a rich set of security features and is end-to-end upgradable. Also, the proprietary RF protocol incorporates a time-synced system to alleviate network RF collision while providing time-stamped data. The result is the most effective and dependable AMI network available.

Intelligent Interface

The Allegro platform is an intelligent interface to the myriad of systems that utility managers operate today. A comprehensive set of data is collected from the endpoint and transmitted back to the backhaul destination for integration into Customer Information Systems (CIS), Supervisory Control and Data Acquisition Systems (SCADA), Geographic Information Systems (GIS), Enterprise Billing Systems, and various Customer Relationship Management (CRM) software suites. The result is an intelligent water system with actionable high-resolution data analytics capable of supporting any operational need.



Features and Benefits

- Two-way communications
- Time-Synchronized readings
- Multiple backhaul options
- Over-the-air programming / remote firmware updates
- Extensive geographic reach
- End-to-End security
- 15 minute usage / consumption data
- Highest system reliability
- Low RF interference
- Data and events are time stamped
- FCC Compliance
- Highest Tx/Rx link budget
- AMR to AMI Migratable
- Extended lifetime
- Data Storage for redundant transmissions
- UPS Battery Backup
- NEMA weatherproof enclosure options

► IMPROVED CUSTOMER SERVICE

Customer perception is increasingly a topic of concern for water utilities. The combination of today's most advanced AMI system and a powerful MDM software suite results in:

- On demand reads
- Improve billing accuracy
- Interactive customer budgeting
- The ability to forecast consumption
- Immediate tamper and theft detection
- Leak Alerts
- Informed rate-based programs
- Customer incentive programs

► SUPERVISORY CONTROL

The Allegro system not only provides end-to-end visibility for the water utility, but it also provides multiple dimensions of systems integration to responsibly manage assets and infrastructure from a single interface.

Allegro offers:

- Remote system monitoring
- Priority alarm support
- Self diagnostics
- Remote firmware upgrades
- IP-addressable infrastructure





Architecture

The simplicity found in nature inspired the overarching architectural design for Allegro and Harmony. Maximizing Allegro's RF footprint through efficient use and design of network components, while synchronizing communication between endpoint and collector result in today's most cost-effective AMI system available. Together, Allegro and Harmony allow the utility to analyze, manage, and precisely account for system-wide water consumption, and at the same time empower the rate payer to responsibly and confidently make informed decisions about their personal usage.

AMI is evolving, and Allegro and Harmony is the next big thing.





Moving at The Speed of Technology

Master Meter is intent on driving new and innovative ways to manage the vast amount of data flooding into Smart Cities and Utilities. We're a high-service solutions provider specializing in advanced metering, data delivery, and Utility Intelligence (UI) software and our portfolio of new and innovative technology continues to grow in support of a dynamic and rapidly changing global water market. Mindful of a tight and very finite water supply, Master Meter is here to support your conservation efforts, ensuring ample supply for generations to come. Join us.

Specifications

Physical Characteristics		Base Station	Repeater
Dimensions	Height x Width x Depth (in)	35.43" x 43.31" x 11.81	7.87" x 5.91" x 2.36"
Weight		209.44 lbs.	3.31 lbs.
Mounting	Mounting Options	Cabinet or Rack Mount	Pole Mount
Environment		Base Station	Repeater
Temperature	Operating Temperature	-14° F to 122° F	-14° F to 122° F
Humidity	Maximum Humidity at 65° C	95%	95%
Radio		Base Station	Repeater
Frequency Band	Licensed Spectrum	450-470MHz	450-470MHz
Rx Sensitivity	Receiver Sensitivity	-120dBm	-120dBm
Tx Output Strength	Transmitter Output Power	45dBm	34dBm
Bandwidth	Channel Bandwidth	6KHz	-
Backhaul Options (WAN)		Base Station	Repeater
WAN	3G Cellular	Yes	-
Capacity		Base Station	Repeater
Endpoints	Number of Endpoints Served	50000	1000
Repeaters	Number of Repeaters Served	100	-
Capacity of Read Storage	At 10K Endpoints, 1 Hour Reads	30 Days	-
Power		Base Station	Repeater
Consumption	Power Consumption	1.5KW	2A
Source Voltage	Input Voltage	110VAC - 240VAC	3.6V
Surge Protection	Cabinet Surge Protection	Internal	Internal
Regulations		Base Station	Repeater
Cellular Modem	PTCRB, Carrier specific:	AT&T, Sprint, Verizon, Bell Mobility, Telus, Jasper, Vodaphone	-
	FCC Certified	Yes	Yes
	UL, Industry Canada, CE	Yes	-



harmony™

METER DATA MANAGEMENT + DATA ACQUISITION SOFTWARE





harmony™

METER DATA MANAGEMENT + DATA ACQUISITION SOFTWARE

Harmony Enterprise™ Suite is an open platform, designed to be compatible with nearly every AMI Network on the market today. Its integrated Google® Mapping Tools and advanced Meter Data Management (MDM) features provide an exceptional environment for managing, reporting, and analyzing advanced metering infrastructure and mobile data acquisition systems. Leveraging the Microsoft® Azure™ cloud, Harmony delivers super-fast performance bringing the Internet of Things (IoT) into any sized water utility. Additionally, Harmony is compatible with nearly every billing system on the market and can provide added value and analytics to most Customer Information Systems (CIS), in addition to a wide variety of Asset Management and GIS Software.



HARMONY ENTERPRISE™ SUITE

METER DATA MANAGEMENT + ANALYTICS



ENGAGING DATA PRESENTMENT

Review system consumption and make sense of it with a wide array of chart and map views. Harmony's Dashboard Overview is "Widget" based for easy customization and graphical display. Analyze system-wide consumption relative to precipitation to better understand environmental impacts on demand and utilize Harmony's "Consumption Cluster" mapping tool for a graphical model of high-and-low consumption regions.

VISIBILITY SNAPSHOT

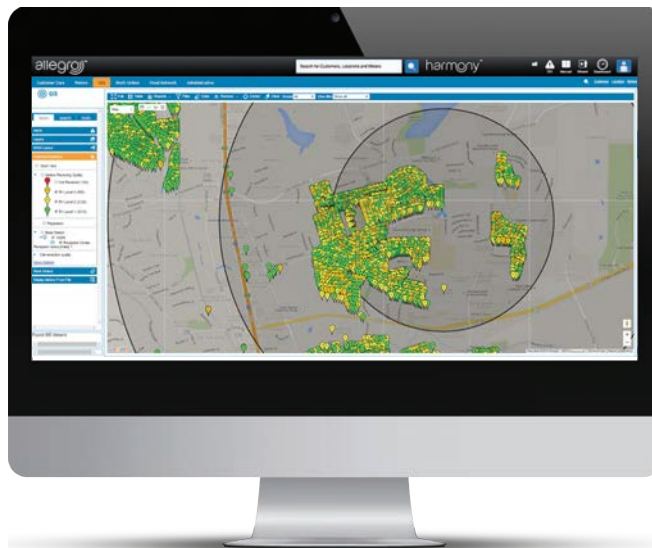
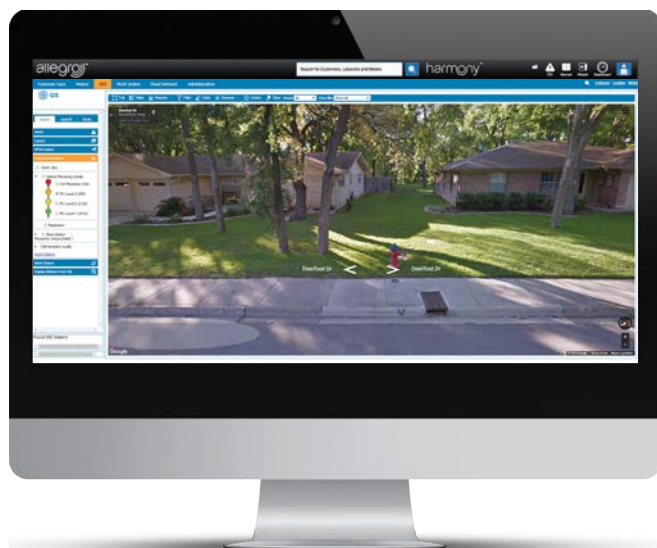
- Simple, scalable AMR > AMI technology migration
- Dynamic 2-way communication with endpoints and field assets
- Scalable, Microsoft Azure™ Cloud hosted software supports any account size
- Harmony supports wide array of 3rd party data integration
- Cross platform SaaS works seamlessly with Windows and Apple environments

GOOGLE INTEGRATION

Harness the power of Google Maps in Harmony's GIS Module. Mapping tools include: Elevation Measurement, Terrain Elevation Chart, Distance Measurement, and Geo-coordinate Display. Google Streetview™ is also included to provide quick inspection of a service location prior to a truck roll and can also be used as an integrated window on the GIS Map. Create District Metered Zones (DMZ) in a few simple clicks with Harmony's "Polygons" to easily measure water loss.

24/7 MONITORING

With Harmony, both water loss and network performance is monitored in real time. Receive immediate notification of leak alerts and other forms of tamper. Leverage your AMI networks true two-way communication capabilities with On Demand Reads and Data Logging directly from Harmony. Quickly scroll and zoom through the network to view RF performance and health to preemptively manage issues before they become serious.

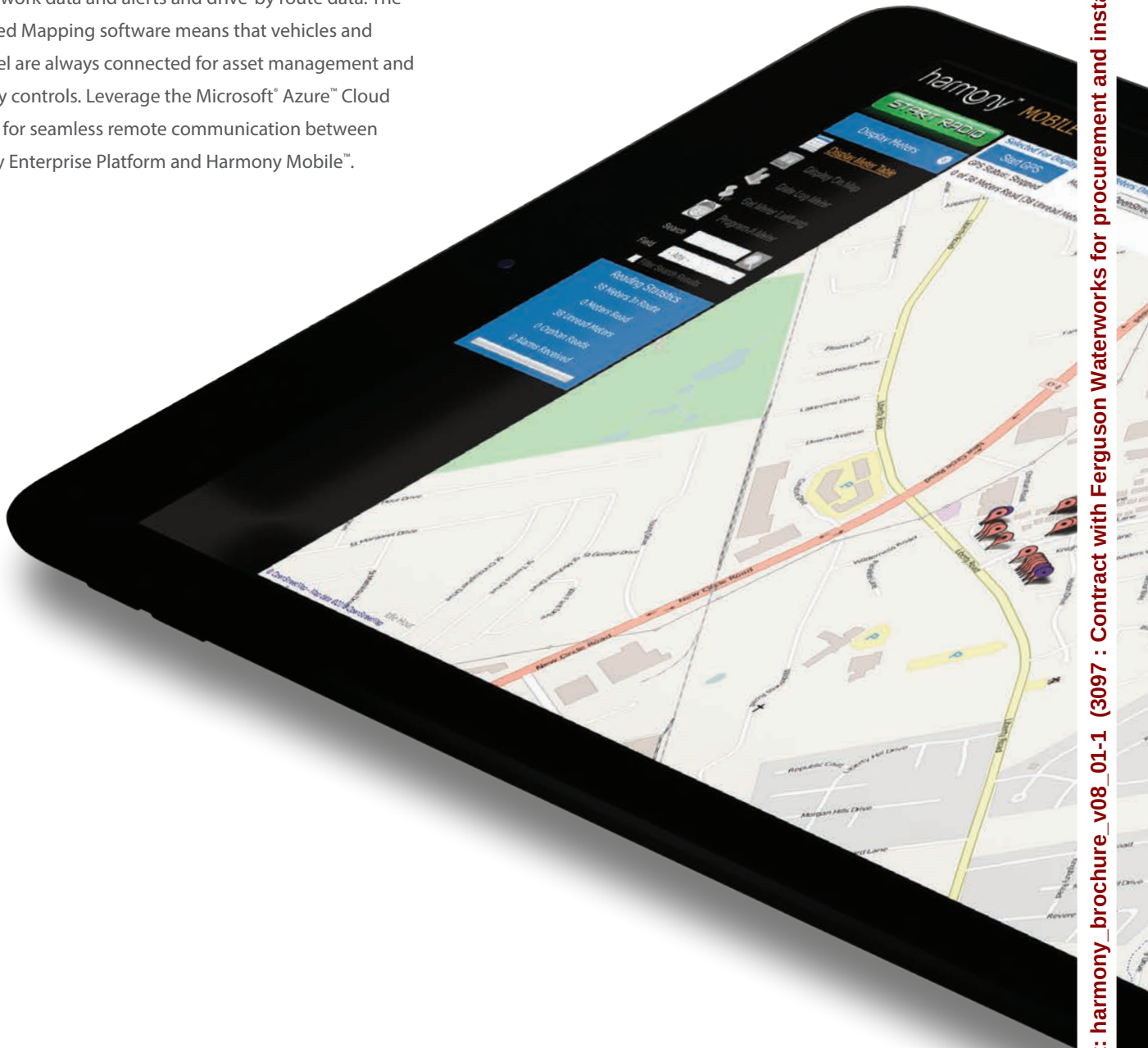


HARMONY MOBILE™ SOFTWARE

DATA ACQUISITION

HARMONY'S FLEXIBLE DATA MANAGEMENT

Harmony's broad interoperability allows integration between fixed network data and alerts and drive-by route data. The GPS-based Mapping software means that vehicles and personnel are always connected for asset management and inventory controls. Leverage the Microsoft® Azure™ Cloud Platform for seamless remote communication between Harmony Enterprise Platform and Harmony Mobile™.



Attachment: harmony_brochure_v08_01-1 (3097 : Contract with Ferguson Waterworks for procurement and installation of a smart water

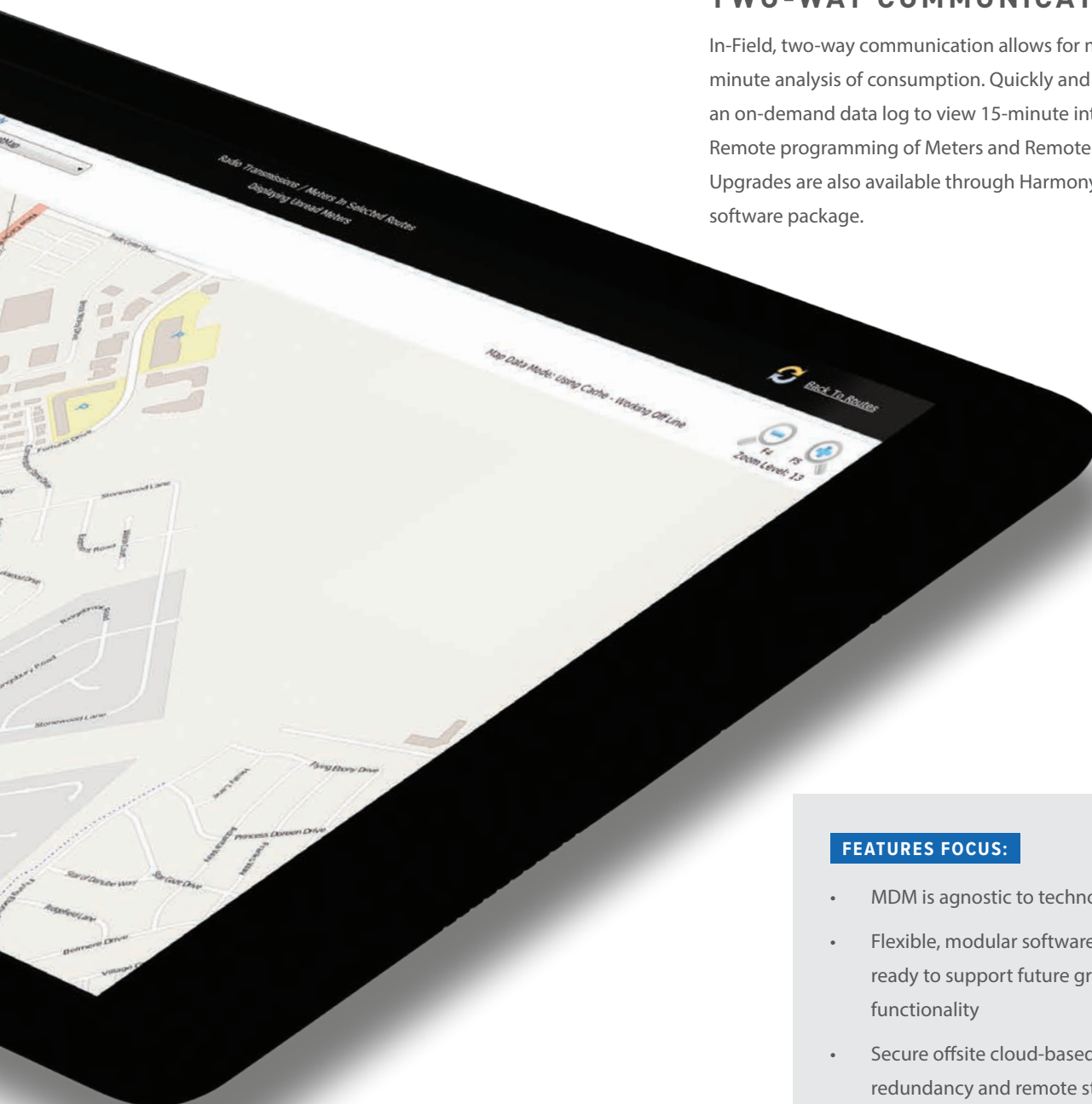


REVENUE IMPACT ALERTS™

Leak Alerts and Flow Monitoring assist in reclaiming lost revenue from unaccounted for water and right-sizing of meters. In addition, notifications for theft and tamper are relayed back to the Cloud for analysis and actions. Inactive meters are also identified and queued for inspection.

TWO-WAY COMMUNICATIONS

In-Field, two-way communication allows for minute-by-minute analysis of consumption. Quickly and easily request an on-demand data log to view 15-minute interval reads. Remote programming of Meters and Remote Firmware Upgrades are also available through Harmony Mobile's software package.



FEATURES FOCUS:

- MDM is agnostic to technology source
- Flexible, modular software is forward-ready to support future growth in functionality
- Secure offsite cloud-based data redundancy and remote storage
- Customizable analytics reporting and dashboards

The screenshot shows a tablet displaying a water consumption monitoring application. The app's interface includes a top navigation bar with icons for Home, Consumption, Messages, Contact, Settings, and a profile icon. The main content area is titled "My water consumption" and displays a bar chart of daily water consumption in gallons. The y-axis is labeled "Gallons" and ranges from 0 to 450. The x-axis lists the days of the week. The chart shows consumption for the last 7 days, with a peak on Wednesday at approximately 450 gallons. The app also displays summary statistics: Average consumption 245, Minimum 61, Maximum 345, and Total 1768 gallons. The interface is clean and modern, with a blue header and a white background for the chart area.

The image displays two smartphones. The background phone is a Samsung, showing an app titled "My Consumption". It features a bar chart with three bars of increasing height, a slider set to "2016", and buttons for "Weekly", "Monthly", and "Yearly". The foreground phone is an iPhone, showing an app titled "My Water Consumption For OGDCL". It features a glass of water, a "Forecast end of month 21.72 gal", a "Today: 17.0 gal" indicator, and a "Limit of cheap price 3.5 gal". At the bottom of the iPhone screen are buttons for "Messages (0)", "My Consumption", "Settings", and "Report Us".

MOVING AT THE SPEED OF TECHNOLOGY™

Master Meter is a high-service solutions provider specializing in advanced digital water metering, data delivery, and Utility Intelligence (UI) software. Master Meter's portfolio of new and innovative smart water technologies continues to expand in support of today's dynamic water utility business environment, and the water department's rapidly evolving role within a Smart City strategic plan.



MASTERMETER.COM

101 Regency Parkway, Mansfield, Tx 76063
Toll Free - 800.765.6518 | E-mail - info@mastermeter.com

City of Fairfield
Bid Tabulation for bids opened February 7, 2022
PROJECT: Advanced Metering Infrastructure (AMI), Water Meters, and Equipment Installation
Engineer's Estimate: \$5,850,000.00

			Ferguson Waterworks 11860 Mosteller Rd Cincinnati, OH 45241 419-343-1756		Neptune Equipment 11082 Southland Rd Cincinnati, OH 45240 513-851-8008	
Item	Description	Estimated Quantity	Unit Cost Total	Item Cost Total	Unit Cost Total	Item Cost Total
1	Provide and Install Fixed Network Base Station (A)	x	70922.13 x 1	\$ 70,922.13	22525.00 x 20	\$ 450,500.00
2	Provide and Install Fixed Network Repeater (A)	6	\$ 19,303.28	\$ 115,819.68	\$ -	\$ -
3	Provide and Install AMI and MDM Software (B)	1	\$ -	\$ -	\$ 30,006.45	\$ 30,006.45
4	Provide Customer Access Portal (B)	1	\$ 19,500.00	\$ -	\$ 48,014.12	\$ 48,014.12
5	Provide and Install AMR Software and Equipment (C)	1	\$ -	\$ -	\$ 3,294.12	\$ 3,294.12
	Provide 5/8" x 3/4" Water Meter with fully-wireless endpoint	11950	\$ 255.00	\$ 3,047,250.00	\$ 204.19	\$ 2,440,070.50
	Installation of 5/8" x 3/4" Water Meter (inside setting)	10500	\$ 125.51	\$ 1,317,855.00	\$ 64.00	\$ 672,000.00
	Installation of 5/8" x 3/4" Water Meter (pit setting)	1450	\$ 94.84	\$ 137,518.00	\$ 53.00	\$ 76,850.00
	Provide 1" Water Meter with fully-wireless endpoint	384	\$ 363.00	\$ 139,392.00	\$ 364.98	\$ 140,152.32
	Installation of 1" Water Meter (inside setting)	300	\$ 124.32	\$ 37,296.00	\$ 64.00	\$ 19,200.00
	Installation of 1" Water Meter (pit setting)	84	\$ 102.97	\$ 8,649.48	\$ 53.00	\$ 4,452.00
	Provide 1.5" Water Meter with fully-wireless endpoint	287	\$ 625.00	\$ 179,375.00	\$ 670.00	\$ 192,290.00
	Installation of 1.5" Water Meter (inside setting)	200	\$ 382.04	\$ 76,408.00	\$ 300.00	\$ 60,000.00
	Installation of 1.5" Water Meter (pit setting)	87	\$ 382.04	\$ 33,237.48	\$ 300.00	\$ 26,100.00
	Provide 2" Water Meter (multi-jet or equal) with fully wireless endpoint	123	\$ 807.00	\$ 99,261.00	\$ 829.88	\$ 102,075.24
	Provide 2" Water Meter (ultrasonic) with radio	123	\$ 2,207.00	\$ 271,461.00	\$ 844.57	\$ 103,882.11
	Installation of 2" Water Meter (inside setting)	200	\$ 382.04	\$ 76,408.00	\$ 350.00	\$ 70,000.00
	Installation of 2" Water Meter (pit setting)	46	\$ 382.04	\$ 17,573.84	\$ 350.00	\$ 16,100.00
	Provide 3" Water Meter with radio	14	\$ 3,056.00	\$ 42,784.00	\$ 2,296.22	\$ 32,147.08
	Installation of 3" Water Meter (pit/vault setting)	14	\$ 789.73	\$ 11,056.22	\$ 600.00	\$ 8,400.00
	Provide 4" Water Meter with radio	15	\$ 4,008.00	\$ 60,120.00	\$ 2,878.38	\$ 43,175.70
	Installation of 4" Water Meter (pit/vault setting)	15	\$ 1,171.15	\$ 17,567.25	\$ 800.00	\$ 12,000.00
	Provide 6" Water Meter with radio	10	\$ 6,571.00	\$ 65,710.00	\$ 4,915.66	\$ 49,156.60
6	Installation of 6" Water Meter (pit/vault setting)	10	\$ 1,579.48	\$ 15,794.80	\$ 1,200.00	\$ 12,000.00
	Total			\$ 5,841,458.88		\$ 4,611,866.24

These bids will be reviewed by the Public Utilities 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.

AMI, Water Meters, and Equipment Installation: Bid Compliance Summary

Bid Requirement	Ferguson	NECO
Fixed base AMI network	Yes	Yes
FCC licensed radio frequency (part 90)	Yes - 450-470 MHz	No - 910-920 MHz; 50 channels
Base station with 2-way communication capability	Yes	No - 1-way collection only
MIU integrated into residential meter	Yes	Yes
Fully wireless MIU	Yes	Yes
MIU power output of 1.7 W, minimum	Yes - 2 Watts	No - 1 Watt
MIU warranty; 10 year full, then 10 year prorated	Yes	Yes
Residential meter; Multi-Jet type AWWA C-708	Yes	No - Positive displacement type AWWA C-700
Residential meter warranty; 20 year, 2,500,000 gallon	Yes	No - 20 year, 1,500,000 gallon
Commercial meter; Transit-time Ultrasonic	Yes	Yes
Customer access portal	Yes	Yes
System installation - prevailing wage	Yes	Yes
System installation - public notification	Yes	Yes
System installation - automated data exchange	Yes	Yes

Cost considerations	Ferguson	NECO
Base bid total	\$5,841,458.88	\$4,611,866.24
Estimated added cost to convert existing Fairfield smart meters to proposed AMI platform	\$0.00	\$403,264.00

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FERGUSON WATERWORKS FOR PROCUREMENT AND INSTALLATION OF A SMART WATER METERING SYSTEM AND DECLARING AN EMERGENCY.

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

- Section 1.

The City Manager is hereby authorized to enter into a contract with Ferguson Waterworks for procurement and installation of a smart water metering system 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 it is necessary to ensure that the City can accurately measure all water usage in the City and to minimize the potential for ongoing supply chain and pandemic related equipment shortages and costs escalations; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contract for Wastewater Plant Engineering Services

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Hazen and Sawyer for Engineering Services related to Aeration System Improvements at the City's Wastewater Treatment Plant.

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with Hazen and Sawyer and appropriate \$170,384.60 to provide professional engineering services for the City's Wastewater Treatment Plant Aeration System Improvement project.

Background/Synopsis:

The Activated Sludge process is a biological Wastewater Treatment Process where heterotrophic microorganisms, consisting of bacteria and protozoans, use air (oxygen) to remove soluble organic matter (carbon) still present in Wastewater Primary Effluent. When provided the proper amount of time in an aerobic environment, the heterotrophic microorganisms, also known as biomass, feed on organic matter, grow, flocculate, and eventually settle producing a pristine Final Effluent.

The City's Wastewater Treatment Plant utilizes this type of treatment process to clean sewage and comply with all federal and state environmental mandates. Due to age, some of the critical components of the activated sludge process, including aeration system diffusers, piping, valving, and instrumentation, are showing signs of critical failure. The existing style components have been in place since 1988 and are in need of replacement with newer more efficient technology.

It is recommended that Hazen and Sawyer be hired to provide engineering support services to upgrade the City's Wastewater Treatment Plant. More specifically, Hazen and Sawyer will assist with project management, engineering and detailed design and permitting for the City's Wastewater Treatment Plant Aeration System Improvement project. The City anticipates the project will be constructed in 2023.

City staff recommends Hazen and Sawyer due to their extensive knowledge of the City's wastewater treatment process and previous treatment process modeling history. A scope of service proposal and fee estimate by Hazen and Sawyer are attached for review.

Rules suspension is requested in order to expedite the work.

Financial Impact:

Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP), under 2WW16 – ‘Aeration System Improvements’. The funding source is the Sewer Surplus Fund (624). A contractual appropriation for engineering services is requested in the amount of \$170,384.60.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Fairfield Aeration Improvements_fee estimate_9.13.21
2. Fairfield Aeration Improvements Scope_9.13.21
3. Hazen and Sawyer-Ord
4. Hazen and Sawyer-Ord

TASK	PP	TA/QC	PM	SA	A	PE	Eng	Admin	CAD	RPR	Sheets	Total Hours	Fee Labor
Hourly Rate =	\$ 90.00	\$ 87.00	\$ 65.00	\$ 65.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ 32.00	\$ 37.00	\$ 45.00	NA		
Task 100. Project Management													
Workplan			12									12	\$ 2,496
Monthly Updates - Sched, Registers, Logs (Design)			18									18	\$ 3,744
Coordination Calls During Design (8)	4		12									16	\$ 3,648
Monthly Invoices and Status Reports (10)			15									15	\$ 3,120
(Meetings included below)												0	\$ -
TASK TOTAL =	4	0	57	0	0	0	0	0	0	0		61	\$ 13,008
Task 200. Preliminary Engineering													
Task 210. Review Existing Data and Develop Design Criteria	3	5	4	0	22	0	40	0	0	0		74	\$ 11,088
Kickoff meeting/Site Visit	3	3			6		8					20	\$ 3,555
Review Existing Information					8		16					24	\$ 3,072
Condition Assessment		2	4		8		16					30	\$ 4,461
Task 220. Evaluate Diffusers	4	7	4	12	38	0	64	0	0	0		129	\$ 19,677
Evaluate Aeration Improvements	4		4		24		40					72	\$ 10,304
Conceptual Level Cost Evaluation of Aeration Improvements				8	8		16					32	\$ 4,736
QA/QC		4		4								8	\$ 1,946
Meeting with City		3			6		8					17	\$ 2,691
Task 230. Develop PER	0	7	4	4	22	0	32	4	16	0		89	\$ 13,021
Prepare Design Memorandum			2		8		16	2				28	\$ 3,693
Prepare Schematics, Preliminary Plans and Sections		2			4		4	2	16			28	\$ 3,744
Construction Sequencing					4		4					8	\$ 1,088
QA/QC		2	2	4								8	\$ 1,805
Meeting with City		3			6		8					17	\$ 2,691
TASK TOTAL =	7	19	12	16	82	0	136	4	16	0		292	\$ 43,786
Task 300. Detailed Design													
Develop General / Detail Drawings (4)				2					8		4	10	\$ 1,363
Develop Civil Drawings (2)		2	4	12			32		40		2	90	\$ 12,205
Develop Structural Drawings (3)		2	4	8			32		60		3	106	\$ 13,741
Develop Mechanical Drawings (8)	2	4	16	32	80		120		160		8	414	\$ 56,858
Develop Electrical Drawings (5)		2	4	8	24		24		60		5	122	\$ 16,685
Develop I&C Drawings (5)		2	4	8	24		24		80		5	142	\$ 19,053
HVAC Drawings (0)											0	0	\$ -
Develop Technical Specifications/Cost Estimates				8	16	8		24				56	\$ 7,706
Internal QA/QC (all Disciplines)	2	30										32	\$ 8,928
Design Review Meetings (4 total, including 3 submittal review)		10	18				32					60	\$ 10,112
TASK TOTAL =	4	52	50	78	144	8	264	24	408	0		1032	\$ 146,650
Task 400. Bidding Assistance													
Prepare Permits (OEPA, Butler County)			4			4						8	\$ 1,344
Prepare Advertisement to Bidders, Pre-Bid Meeting			8		8		8					24	\$ 3,840
Addenda / Bid Assistance (2)			8		8			8	4			28	\$ 4,237
Bid Evaluation			4		8							12	\$ 2,112
TASK TOTAL =	0	0	24	0	24	4	8	8	4	0		72	\$ 11,533
Design / Bidding Labor Total	15	71	143	94	250	12	408	36	428	0		1457	
Design / Bidding Fee Subtotal													\$ 214,976

Multiplier 3.20

Hazen and Sawyer Labor Classifications	
PP - Project Principal	
PM - Project Manager	
SA - Senior Associate	
SPE - Senior Principle Engineer	
PE - Project Engineer	
Eng - Assistant Engineer	
Admin - Administrative	
CAD - CAD Designer	
RPR - Resident Project Representative (Inspector)	

Subconsultant												Total \$
Geotechnical Investigation												\$ 7,500
												\$ 7,500

Expenses	Units							Unit Cost	Total \$
Mileage	500							\$ 0.555	\$ 278
Shipping	ls								\$ 250
Outside Repro	ls								\$ 500
Miscellaneous									\$ 36
Other Direct Costs Subtotal									\$ 1,064

Grand Total (Labor + Sub + ODCs) \$ 223,540

Total for task 300, 400,
and additional fee for
task 200 (below):
\$170,384.60

Attachment: Farnfield Aeration Improvements fee estimate 9.13.21 (3096 : Contract for Wastewater Plant Engineering Services)

From: [Mayer, Alyssa](#)
To: [Jason Hunold](#)
Cc: [Gellner, W. James](#); [Miklos, Dan](#); [Adam Sackenheim](#)
Subject: Expanded Aeration Evaluation Scope / Fee
Date: Monday, February 7, 2022 8:59:12 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Jason,

We have developed an updated scope and fee to expand the aeration evaluation to also include an evaluation of new blower technologies to replace the 2 Lamson centrifugal blowers. The purpose of the evaluation will be to identify the most efficient combination of blowers and diffusers for design. We would still like to spend a little time looking at what it will take to incorporate new blowers into the design, but will pull that together for your review as well. In an effort to keep things progressing on the aeration evaluation timeline – we wanted to get this updated evaluation scope and fee in front of you ASAP. Let me know after you've had a chance to review and we can set up a call to discuss.

Thanks,
Alyssa

TASK 220– EVALUATE AERATION IMPROVEMENTS

The objective of this evaluations will be to identify the most cost efficient and reliable systems for aeration.

ENGINEER will evaluate up to 6 diffuser and blower combinations as a part of the aeration evaluation. Diffuser styles evaluated will include tube and disc style diffusers. Blower options will include replacement of the two existing multistage centrifugal blowers with new more efficient blower styles. A meeting will be setup in advance of the evaluation to discuss the potential blower and diffuser combinations.

The evaluation will provide consideration of the following:

- Actual Oxygen Required (AOR) demands based on influent flows and loads developed in Task 2 for both current and anticipated future conditions.
- Environmental (seasonal) analysis of atmospheric conditions.
- Blower mechanical and electrical efficiency.
- Diffuser parameters (quantity, configuration, transfer efficiency, material compatibility).
- Air delivery control (pressure, DO, ammonia).

For both evaluations, ENGINEER will develop conceptual level costs for each alternative for use in a 20-year present worth analysis. Costs will be based on manufacturer's budgetary quotes, maintenance schedules, and typical maintenance / replacement requirements. Construction costs will be developed consistent with AACE Level 5. ENGINEER will facilitate a workshop with OWNER to discuss the evaluation of blower and diffuser alternatives and recommendations for improvements.

The additional fee is broken down in this table (NOTE – the geotechnical cost of \$7500 is not shown based on you mentioning you'd like to cover this in a separate contract directly with the geotech consultant):

Task	Original Fee	Updated Fee	
Task 100 Project Management	\$ 13,008	\$ 13,008	
Task 200: Preliminary Engineering	\$ 43,786	\$ 55,987	
<i>Subtask 210. Review Existing Data and Develop Design Criteria</i>	\$ 11,088	\$ 11,856	
<i>Subtask 220. Evaluate Aeration Improvements</i>	\$ 19,677	\$ 29,075	
<i>Subtask 230. Develop PER</i>	\$ 13,021	\$ 15,056	Additional fee
TOTAL =	\$ 56,793.60	\$ 68,995.20	\$12,201.60

Alyssa Mayer, PE

Associate | Hazen and Sawyer

7870 E. Kemper Road, Suite 300, Cincinnati OH, 45249

513-469-5135 (direct) | 513-469-2750 (main)

amayer@hazenandsawyer.com | hazenandsawyer.com

Exhibit A

Draft Scope of Services

City of Fairfield, OH
Aeration Improvements

Preliminary Engineering, Detailed Design, and Bidding Assistance

Subject to the Contract for Professional Engineering Services between the City of Fairfield (OWNER) and Hazen and Sawyer (ENGINEER), the ENGINEER will provide preliminary engineering, detailed design, bidding assistance for the Aeration Improvements Project. Construction Services may be added as an additional service. Anticipated improvements for this project include:

- New diffusers and associated supports in passes 1-5 of each System (two total) and RAS reaeration basin. The existing aeration distribution piping will be reused where possible, but new aeration headers are anticipated to be necessary in System 2.
- New actuated valves on each aeration tank air header to control the aeration to each pass or pair of passes. New instrumentation will be provided as needed to support aeration control including header pressure sensors, airflow meters, dissolved oxygen probes, ammonia probes or TSS probes.
- Replace the leaking 24" buried air header that provides process air from the blower room to the aeration tanks with a new exposed air header routed overhead.

The services to be performed under the Contract are described in the following sections.

TASK 100 –PROJECT MANAGEMENT

ENGINEER will provide project management and coordination to maintain the progress on the project and complete the project within the desired schedule. ENGINEER will maintain frequent communication with OWNER. Services related to project management include the following:

- Prepare a project work plan document to define the project team, lines of communications, deliverables, schedule, and budgeting for internal use in executing the project on schedule and within budget.
- Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for monthly progress meetings.
- Schedule and conduct monthly progress meetings with the client. When a month has another project meeting, the monthly progress meeting may occur before or after the project meeting. In addition to reviewing progress at each meeting, review project deliverable status, current schedule, outstanding action items, project bottlenecks that could impact schedule, project budget status, decisions made, and project enhancements requested. Prepare agenda and meeting materials, direct and document meetings to

review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes for review and approval. More frequent communication will be held with OWNER as needed as the design progresses.

- Submit monthly invoices, along with progress summary which conforms to OWNER requirements. The invoice will include a summary of completed work during the period, planned activities for the upcoming period, and any issues / concerns impacting the project.
- Perform QA/QC throughout the project consistent with ENGINEER QA Policy Manual and project specific QA/QC plan. Deliverables will undergo QA/QC review prior to submittal to OWNER. Budgeted time for QA/QC is included within specific project tasks relating to specific deliverables and activities.

The anticipated schedule for the project is summarize in the table below. ENGINEER will prepare a Microsoft Project schedule at the beginning of the project which will include specific durations and anticipated dates of major workshops and deliverables. The schedule will be updated on a monthly basis.

Major Activity	App. Task Duration (Months)	Cumulative duration from NTP (Months)
NTP / Kickoff Meeting	-	-
210 – Review Existing Data and Develop Design Criteria	1	1
220 – Evaluate Aeration Improvements	1	2
230 – Preliminary Engineering Report	1	3
300 – 50% Design	3	6
300 – 90% Design	3	9
300 – 100% Design	1	10
400 – Bidding Assistance	2	12

Anticipated project meetings are summarized in the following table:

Task No.	Meeting Title
210 – Review Existing Data and Develop Design Criteria	Kickoff Meeting Site Visit
220 – Evaluate Aeration Improvements	Evaluation Workshop
230 – Preliminary Engineering Report	PER review Workshop
300 – Detailed Design	50% Design Submittal Workshop 90% Design Submittal Workshop Monthly Progress Meetings (4)
400 – Bidding Assistance	Pre-bid meeting

Anticipated deliverables are summarized in the following table:

Task No.	Deliverable
200 – Preliminary Design	Preliminary Engineering Report
300 – Detailed Design	50% Plans and Specifications 90% Plans and Specifications 100% Plans and Specifications
NOTES: Includes major deliverables during preliminary and final design.	

TASK 200 – PRELIMINARY ENGINEERING

TASK 210 REVIEW EXISTING DATA AND DEVELOP DESIGN CRITERIA

ENGINEER will coordinate and lead a Kickoff Meeting with the OWNER. Anticipated discussion items include project scope and deliverables, schedule, budget, team communication protocols, and an information request related to the project. ENGINEER will prepare a brief meeting summary to document key discussions and decisions, and key action items. A draft summary will be distributed to team members for review and comments will be incorporated into the final summary. ENGINEER will visit the site after the kickoff meeting with the OWNER. The purpose of the visit will be to review existing facilities and to discuss specific concerns and observations of OWNER's operations staff.

ENGINEER shall review existing WWTP data collected since the completion of the AS Improvements Evaluation, as well as the historical data, drawings, O&M manuals compiled as part of the previous evaluation. ENGINEER will use historical loadings and flow, including peaking factors for plant influent developed during the AS Improvements Evaluation. ENGINEER will incorporate input from OWNER on trends and potential increases in flows and loads in the future to finalize future flow and load projections for design.

ENGINEER shall perform a cursory evaluation of existing equipment and facility condition based on visual inspection and document condition, including consideration of equipment and facilities that are nearing the end of their useful life or need immediate repair. Condition review will focus on the aeration equipment and associated electrical and instrumentation.

TASK 220– EVALUATE AERATION IMPROVEMENTS

The objective of these evaluations will be to identify the most cost efficient and reliable systems for aeration.

ENGINEER will evaluate up to 4 diffuser options as a part of the aeration evaluation, including tube and disc style diffusers. The evaluation will provide consideration of the following:

- Actual Oxygen Required (AOR) demands based on influent flows and loads developed in Task 210 for both current and anticipated future conditions.
- Diffuser parameters (quantity, configuration, transfer efficiency, material compatibility).

For both evaluations, ENGINEER will develop conceptual level costs for each alternative for use in a 20-year present worth analysis. Costs will be based on manufacturer's budgetary quotes, maintenance schedules, and typical maintenance / replacement requirements. Construction costs will be developed consistent with AACE Level 5. ENGINEER will facilitate a workshop with OWNER to discuss the evaluation of diffuser alternatives and recommendations for improvements.

TASK 230 – DEVELOP PRELIMINARY ENGINEERING REPORT

ENGINEER will develop a Preliminary Engineering Report (PER) which summarizes the basis of design and the improvements to be incorporated into the detailed design. The PER will be a written description and justification of the proposed improvements along with process schematics, layouts for the aeration tanks and primary effluent and RAS distribution developed to an approximately 10-15% completion level. The PER will also include the following:

- Process schematics, initial plan and section for the aeration tanks, piping and diffuser layouts, and electrical one line developed to approximately 10-15% completion.
- Preliminary process control descriptions including identification of major instrumentation components.
- Other ancillary improvements, including structural, electrical and I&C.
- Design criteria, recommended manufacturers, and major materials of construction.
- Construction cost estimate developed consistent with AACE Level 4.
- Anticipated drawing and specification lists for detailed design.

ENGINEER will facilitate a workshop with OWNER to review the PER. ENGINEER will revise PER after OWNER meeting to include changes / modifications resulting from the workshop.

TASK 300 – DETAILED DESIGN

ENGINEER will develop Bidding Documents for the improvements which include detailed drawings and project specifications. The drawings will be 22-inch by 34-inch and prepared in REVIT format. The anticipated scope of design is based on approximately 27 drawings.

Bid documents will outline the work according to the following disciplines as required: General/Site Work, Process Mechanical, Structural, Electrical, Instrumentation, and Miscellaneous Details. Based on the current Ohio Revised Code requirements, the project will be prepared for bid in a single prime contract format.

The Project Manual will include technical specifications and front-end documents, including Instructions to Bidders, Bid Forms, Agreement, General Conditions, Supplementary Conditions, and other documents that may be required for bidding. Specifications will be prepared in the standard CSI 50 division format and will include front-end documents provided by OWNER and reviewed by ENGINEER. The construction sequence, plant shutdown/tie-ins, and operations

criteria will be developed and outlined in the specifications to maintain plant operability during construction.

ENGINEER will prepare and submit draft Bidding Documents at the 50% and 90% completion stages of design.

50 Percent Design

ENGINEER will develop the 50% Design submittal. ENGINEER shall incorporate input from OWNER comments. The 50% Design submittal shall include the following:

Design drawings:

- General/civil standard sheets.
- Cover sheets and location map.
- Sheet index.
- Symbols and abbreviations.
- Overall site plan
- Enlarged site plans.
- Process flow diagrams.
- Process/Mechanical: Design development of the process and mechanical plans and sections
- Structural: Design development of structural improvements
- Instrumentation: Process and instrument diagrams (P&ID) shall be developed for each major process component. Standard instrument details shall be included.
- Electrical: One-line diagrams, overall electrical site plan and, area/facility plan drawings, standard details.

Specifications:

- Draft process equipment technical specifications.
- Draft select technical specifications for other divisions (Divisions 2 through 48)
- Draft Maintenance of Plant Operations (MOPO) specification and drawings to identify timing and constraints for facility shutdowns, tie-ins etc.

90 Percent Design

Design changes requested by OWNER will be incorporated and design will be advanced from the 50% Design for the 90% Design Submittal. ENGINEER will submit the draft 90% Design Drawings to OWNER for review.

Up to three half-size sets of review drawings will be prepared and submitted to OWNER for review at each stage. A review time of one week will be provided to the OWNER for review.

After the review period, a meeting will be held to discuss questions and comments. OWNER review comments and responses will be documented consistent with Hazen's QA/QC policy and incorporated into the drawings and specifications.

ENGINEER will meet monthly with OWNER to review project status and gain input on design. Design submittal workshops for the 50% and 90% submittals will be combined with monthly meetings during the design period. For each meeting, email format meeting minutes that summarize major decisions and action items will be prepared and submitted to the OWNER.

The design documents will undergo a formal internal review process prior to submittal to the OWNER. The reviewers will be integrated into planning and design throughout the project to ensure technical quality.

Opinion of Probable Construction Cost (OPCC)

ENGINEER will develop an opinion of probable construction cost based at each design submittal and for the final bidding documents. Cost estimates will be prepared consistent with AACE standards based on level of completion.

TASK 400 – BIDDING ASSISTANCE

ENGINEER will work with OWNER to obtain required permits for the proposed improvements. It is not anticipated that an Ohio Environmental Protection Agency Permit to Install (PTI) will be required for equipment replacement. ENGINEER will prepare submittal packages for other required local permits. It is assumed that the OWNER will pay for permit review fees.

ENGINEER will provide the following bidding services as part of this task:

- Prepare Advertisement to Bidders.
- Distribution of Bidding Documents, addenda, and maintenance of bid holders list. Bidding Documents and all bidding correspondence will be distributed electronically by City.
- Respond to bidder questions.
- Prepare up to two addenda required to address bidder questions and issues.
- Attend and facilitate pre-bid meeting (if needed).
- Attend bid opening and tabulate bids.
- Evaluate bids and make recommendation of award to OWNER.

SUPPORT SERVICES

It is assumed that site plan drawings of all existing facilities will be provided by the OWNER in AutoCAD format.

ENGINEER will contract with geotechnical consultant to perform geotechnical investigation for overhead air header supports. ENGINEER will also provide recommendations for soil boring locations.

It is assumed that no environmental assessment will be required. If an environmental assessment is required, it is assumed OWNER will contract directly with consultant to provide these services. ENGINEER will provide a scope(s) of work to the OWNER for contracting this work if necessary. A copy of the environmental assessment report will be provided to the ENGINEER

TASK 500 – CONSTRUCTION PHASE SERVICES

Construction phase services are not included but may be provided as part of the project. Prior to the start of any work related to these services, the ENGINEER and OWNER will establish and agree to a detailed scope of work and associated fee.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES RELATED TO AERATION SYSTEM IMPROVEMENTS AT THE CITY'S WASTEWATER TREATMENT PLANT.

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

Section 1. The Acting City Manager is hereby authorized to enter into a contract with Hazen and Sawyer for engineering services related to Aeration System Improvements at the City's Wastewater Treatment Plant in accordance with the contract on file in the office of the Acting 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\2021\Hazen and Sawyer-Ord

Attachment: Hazen and Sawyer-Ord (3096 : Contract for Wastewater Plant Engineering Services)

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH HAZEN AND SAWYER FOR ENGINEERING SERVICES
RELATED TO AERATION SYSTEM IMPROVEMENTS AT THE CITY'S
WASTEWATER TREATMENT PLANT.

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 Hazen and Sawyer for engineering services related to aeration system improvements at the City's Wastewater Treatment Plant in accordance with the bid on file in the office of the City Manager.

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

Passed _____
Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2022\Hazen and Sawyer-Ord

Attachment: Hazen and Sawyer-Ord (3096 : Contract for Wastewater Plant Engineering Services)



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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.

\$75,000 for 2022 Pavement Marking Application;
 \$170,385 for aeration system improvements at Wastewater Treatment Plant;
 \$5,900,000 for smart water metering system.

Financial Impact: \$6,145,385.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Contractual 2-28-Ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-21 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, 2022, AND ENDING DECEMBER 31, 2022."

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

Section 1. Ordinance No. 148-21, the 2022 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$75,000
To:	40116025-252000 Improvements Other Than Building (2022 Pavement Marking Program 2PW09)	\$75,000
From:	Unappropriated Water Replacement & Improvement Fund	\$2,950,000
To:	60416025-252000 Improvements Other Than Building (Automated Meter Reading (AMR) 2WT17)	\$2,950,000
From:	Unappropriated Sewer Replacement & Improvement Fund	\$2,950,000
To:	62316025-252000 Improvements Other Than Building (Automated Meter Reading (AMR) 2WT17)	\$2,950,000
From:	Unappropriated Sewer Surplus Fund	\$170,385
To:	62416023-233300 Engineering Services (Engineering Services for Aeration System Improvements 2WW16)	\$170,385

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

Passed _____

Attachment: Contractual 2-28-Ord (3105 : Contractual Appropriations)

Posted	_____	Mayor's Approval	
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\2022\Contractual 2-28-Ord

Attachment: Contractual 2-28-Ord (3105 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-21 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, 2022, and ending December 31, 2022.”

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.

\$38,520 for Water Distribution System Automation;
 \$455,000 for purchase of Police and Fire vehicles (multiple vendors).

Financial Impact: \$493,520.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.022822



City Council Information Item
Regular Meeting - February 28, 2022

Submitted by: Jason Hunold,
 Submitting Department: Public Utilities

Subject:

Water Distribution System Automation

Legislation Title:

Water Distribution System Automation

Background/Synopsis:

The City's Water Distribution System is constructed with three (3) Booster Pump Stations (BPS's) which are utilized to distribute water to designated pressure zones and elevated Storage Tanks. The BPS's and Storage Tanks have been recently upgraded with new Programmable Logic Controllers (PLC's) and communication telemetry equipment. These upgrades were completed in order to replace out-dated/obsolete equipment with more reliable state of the art equipment capable of automation.

Automation is defined as the creation and application of technologies to produce and deliver goods and services with minimal human intervention. The implementation of automation technologies, techniques and processes improve the efficiency, reliability, and/or speed of many tasks that were previously performed by humans.

It is the desire of the Water Division to automate the operation of the City's Water Distribution BPS's by programming existing Supervisory Control And Data Acquisition (SCADA) infrastructure to control pump start/stops based upon water level at elevated Storage Tank sites. Automation will establish continuity in operation, maintain consistent distribution system water pressure and utilize motor control equipment (variable frequency drives) for smooth pump operation which will ultimately reduce pressure surges and related water main breaks.

Programming and integration services will be necessary to complete the automation of the BPS's, and will be provided by PCS Technologies per the attached quote.

Financial Impact:

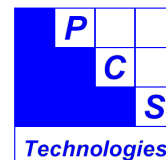
An appropriation in the amount of \$38,520.00 is being requested for programming and integration services to automate the operation of the City's Water Distribution System Booster Pump Stations. 2022 Funding for this project was included in the approved 2021-2025 Capital Improvement Program (CIP) under project number 2WT23, SCADA Integration. The funding source is the Water Surplus Fund (605).

Attachments:

1. FFWTP_DistributionAutomation_012622

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:	January, 26 2022
	Fairfield Public Utilities 5021 Groh Lane Fairfield, OH 45014	Project:	Fairfield WTP – Water Distribution Systemwide Automation
		Document Reference:	Fairfield WTP_ BPS_Automation_DRAFT_2.0_PCS.docx Water Distribution Network Diagram
		Addenda:	N/A
By:	Peter Constantinides	Quote:	QM-012622

Dear Mr. Hunold,

We are pleased to provide the following proposal for the programming and integration services listed below. This proposal includes PLC programming modifications are four (4) Water Tanks, (3) Booster Pump Stations and Main Control PLC at WTP. This also includes SCADA system updates (FTView) at WTP. Integration of PLC and SCADA functionality for proposed Port Union Tank is also included. Site details and overall understanding of functional requirements are outlined below and detailed on attachment.

WTP High Service Pump automation is not included as part of this proposal. HSP automation will be covered as part of the WTP HSP upgrade.

This proposal is for service only. Any additional hardware requirements will be evaluated after completion of hardware design.

Services Included:

The overall control strategy is to automate water distribution from Water Plant to each of the storage tank sites. The system is broken into three pressure zones, Central, Hunter/Mack and Seward Tank zones.

The following is a brief summary of control requirements. Additional details can be found on attachment and developed during control strategy workshops during the course of the project.

The Central Zone includes Winton Road Elevated Tank (1.5 MG) and filled by WTP High Service Pumps. The Hunter/Mack Zone includes the Hunter Ground Storage Tank (3 MG) and Mack Elevated Tank (0.6 MG) and is filled by Muskopf BPS and, under certain conditions, by Kay Drive BPS. The Seward Tank Zone includes two Seward Road Elevated Tanks (9.6 and 1.5 MG) and filled by Route 4 BPS. A future Port Union Elevated Tank (1.15 MG) will be added to this zone.

Setpoints from SCADA will be used to control BPS pumps based on associated tank level. Pressure control will be used as backup control (in case of level sensor failure or sustained (>30 minute) communications loss with controlling tank. Pressure control will also limit pump speed to minimize sudden pressure changes.

NOTE: This requires addition of discharge pressure sensors at each BPS. It is recommended that a suction pressure transmitter is also added to determine possible pump failure.

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)

Clearwell level at the WTP will be monitoring and interlock BPS (and in the future HSP) if level reaches a low alarm setpoint.

The following details sites that will be part of the automation strategy.

- Mack Elevated Tank
- Hunter Road Ground Storage Tank
- Seward Elevated Tank
- Winton Road Elevated tank
- Proposed Port Union Elevated Tank
- Muskopf Booster Pump Station
- Route 4 Booster Pump Station
- Kay Drive Booster Pump Station

Services Included:

1. Wiring/installation diagrams for future Port Union Elevated Tank (AutoCad and PDF format).
2. Wiring/installation diagrams for any wiring changes/additions to Micrologix 1400 (AutoCad and PDF format) at respective site. Changes anticipated are minor (instrument additions).
3. Programming and configuration of PLC logic to Micrologix 1400 PLCs at respective site
4. Communication modifications to allow direct communication from Water Tanks to associated Booster Pump Stations to allow automated level/pressure control of pumps.
5. PLC communication logic additions for new data to/from all sites to WTP Main Control Panel.
6. HMI/SCADA modifications to reference new functionality.
7. Operator training (refresher)

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. Hardware for any existing sites and proposed Port Union Tank.

Fee/Expenses:

Integration Services at (NTE Basis) – 240 hours @ \$160/hr.	\$ 38,400
Expenses (Mileage at current IRS Rate)	\$ 120

Terms:

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.022822 (3104 : Non-Contractual Appropriations)



City Council Ordinance
Regular Meeting - February 28, 2022

Submitted by: Brian Rose,
 Submitting Department: Public Works

Subject:

Purchase of Chevrolet Tahoe's (Police and Fire)

Legislation Title:

Purchase of Chevrolet Tahoe's (Police and Fire)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$455,000 from the Capital Improvement Fund for the purchase and outfitting of (4) Chevrolet Tahoe's for the Police Department and (3) Chevrolet Tahoe's for the Fire Department. The vendors will be determined based on dealer availability.

Background/Synopsis:

After discussions with our national Chevrolet representative for the Chevrolet Tahoe, it was determined that the order window for these vehicles would most likely be sometime late spring and would likely only be open for a very short period of time. This does not guarantee that our orders would be granted, but for the City to have a chance at ordering the Chevrolet Tahoe in 2022 it would require us to quickly write purchase orders to hold our spot in line. These vehicles are currently not listed under State DAS contracts and our State DAS representative was not sure if they will be. It is possible that a State DAS contract could be procured sometime this spring and would allow us to purchase these vehicles from the listed dealer; otherwise the Fleet Department will pursue purchasing from various vendors in the State. Chevrolet does not have pricing available for these vehicles at this time so a rough estimate for the vehicles was used with a factored price increase due to supply/demand increases. Quotes are attached showing current pricing for the outfitting of these vehicles but due to continual price increases additional quotes will have to be obtained closer to the time of outfitting from area vendors.

This request is for the purchase of (4) Chevrolet Tahoe's for the Police Department and (3) Chevrolet Tahoe's for the Fire Department. This request also includes the outfitting of these vehicles. The (4) vehicles for the Police Department will be used as Patrol Vehicles and will replace the following vehicles:

724 2017 Ford Explorer
 735 2013 Chevrolet Caprice
 746 2016 Ford Explorer
 776 2013 Chevrolet Caprice

Of the (3) vehicles for the Fire Department, (1) will be used to replace a staff vehicle (C-72) and

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)

the additional vehicles will be used to replace ALS vehicles. They will replace the following vehicles:

C-72 2007 Chevrolet Tahoe
 ALS-31 2016 Ford Explorer
 ALS-32 2017 Ford Explorer

Financial Impact: \$455,000 (\$260,000 for the Police vehicles, outfitting, contingencies, and Police Fleet needs + \$195,000 for the Fire vehicles, outfitting, contingencies, and Fire Fleet needs) from the Capital Improvement Fund.

These vehicles are listed in the 2022 CIP as:

2FT71 Replacement of Patrol Vehicles (Police) (\$260,000)

2FT81 Replacement of Staff Vehicles (Fire) (\$195,000)

Emergency Provision Explanation:

Emergency provisions and rules suspension are requested due to the condensed nature of the ordering process this year.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. FAIRFIELD CITY FD ALS
2. FAIRFIELD CITY FD STAFF
3. FAIRFIELD CITY PD PATROL



Sales 513.595.5800 Service 513.742.5555 Fax 513.595.5919
1211 W. Sharon Road Cincinnati, OH 45240

11.D.2.a

FAIRFIELD CITY
5230 PLEASANT AVE
FAIRFIELD, OH 45014

Attn: BRIAN ROSE

Email: BrianRose@Fairfield-city.org

Quote: 980-271-2022

Issued: 1/6/2022

Expires: 2/5/2022

Phone: 513-867-4209

Fax:

Reference: upfitting Chevy Tahoe

Item	Product Description	Quantity	Unit Price	Amount
1	LIGHTBAR: ALGT53 RED/WHITE, FULL FLOOD, REAR DIRECTIONAL	1	\$1,700.00	\$1,700.00
2	XCEL SIREN CINTROLLER	1	\$500.00	\$500.00
3	SPEAKER & BRACKET	1	\$200.00	\$200.00
4	S/O: GRILLE LEDS	4	\$125.00	\$500.00
5	UNDER HATCH WARNING LIGHTS W/ SWITCH	2	\$85.00	\$170.00
6	LED PODS	2	\$95.00	\$190.00
7	HATCH/REAR LICENSE PLATE LEDS	4	\$95.00	\$380.00
8	S/O: 60" RUNNING BOARD LED LIGHTS	2	\$350.00	\$700.00
9	RED/AMBER LED REAR BUMPER	2	\$95.00	\$190.00
10	REAR CARGO BARRIER	1	\$450.00	\$450.00
11	CONSOLE, CUP ORDER, ARM REST, ACCY POCKET	1	\$805.00	\$805.00
12	TREMCO ANTI-THEFT DEVISE	1	\$200.00	\$200.00
13	CHARGE GUARD	1	\$90.00	\$90.00
14	ECVDMILTALOO 6" ROUND DOME	1	\$65.00	\$65.00
15	STREAM LIGHTVULCAN FIRE	1	\$225.00	\$225.00
16	UNDER MIRROR LEDS 180	2	\$185.00	\$370.00
17	3 PLUG ACCY OUTLET IN CONSOLE PLATE	2	\$25.00	\$50.00
18	24 " LED STRIP: REAR HATCH	1	\$25.00	\$25.00
19	PAR 46 LED SPOT LAMP	1	\$190.00	\$190.00
20	MISC INSTALL SUPPLIES	1	\$150.00	\$150.00
21	INSTALL LABOR OF ABOVE ITEMS INCLUDING CUSTOMER SUPPLIED PARTS (TWO-WAY RADIO, MDC MOUNTING SOLUTION ETC....)	1	\$3,450.00	\$3,450.00

Notes:

QUOTE IS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT INTO CHEVY TAHOE A.L.S VEHICLE AT MOBILCOMM SHOP LOCATION.

***PARTS ORDERED UPON APPROVAL ***

SubTotal: \$10,600.00

Shipping: \$150.00

Tax: \$0.00

Total: \$10,750.00

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)



Sales 513.595.5800 Service 513.742.5555 Fax 513.595.5919
1211 W. Sharon Road Cincinnati, OH 45240

11.D.2.a

Quote Terms and Conditions

1. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
2. Purchaser will be responsible for shipping costs (unless specifically included), which will be added to the invoice.
3. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
4. Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged in its original packaging within thirty (30) days after shipment.
5. Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of this quote.
6. Unless otherwise stated, payment will be due within 30 days after invoice date items as shipped.
Please allow 4 to 8 weeks for delivery.
7. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment.
8. MOBILCOMM DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. MOBILCOMM'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOBILCOMM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
10. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.

If the quoted price meets with your approval, sign and return a copy to the attention of the preparer. Also list your PO number if applicable. Additional charges will be made for any deviations from the above at the prevailing time plus material rates.

Prepared by: _____
Richie Gorsuch

Accepted by: _____ *Date:* _____

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)



8216 Blue Ash Road
Cincinnati, OH 45236
Phone : 513-984-4658 Toll Free: 888-273-7233
web: www.campsafetyinc.com

Quote

Date	Quote #
3/28/2017	FFCITYFDT17

Name / Address
Fairfield City of 5350 Pleasant Ave. Fairfield, Ohio 45014

Contact

Mr. Brian Rose

VIN#

Vehicle	P.O. No.	Terms	Rep	Project #
Tahoe		Net 30	JM	2017 Fire command ...

Qty	Description	Cost	Total
	2017 Chevrolet Tahoe- Package Command Vehicle		
1	I-Drive Camera System	0.00	0.00
1	Code 3 52" light bar 2752MC w/ flood option	2,790.00	2,790.00
1	Code 3 3892 L4Siren (200 Watt)	389.00	389.00
4	Whelen Ion Red Red lights w mount side by side grill	124.00	496.00
2	Whelen ION LED RED BLACK HOUSING rear hatch lip	124.00	248.00
	Warning w mercury		
1	Havis 24' ENCLOSED CONSOLE 10' HIGH	545.00	545.00
1	Havis Beverage Holder (included in the price of the console)	0.00	0.00
1	Track Mount (included in the price for the console)	0.00	0.00
1	Havis 3" pocket	53.00	53.00
1	Replacement Antenna cable with mount (800 radio)	23.50	23.50
1	Motorola 800 MHZ Radio & (3) 12v radio chargers	0.00	0.00
1	100 watt siren speaker Grill mount	199.00	199.00
1	TAHOE 2ND 100W SPEAKER WITH BRACKET	199.00	199.00
2	Vertex LED warning (2) red rear	94.00	188.00
1	Nline running board red/amber LEDS left side LTLENL160KL	447.50	447.50
1	Nline running board Red/Amber LEDS right side LTLENL160KR	447.50	447.50
1	VEHETHAH007 Tahoe Headlight Flasher - Plug in design	85.00	85.00
3	3 GANG OUTLET PLUG ADAPTER 12volt (2) front (1) command	25.00	75.00
4	Whelen M2RC Red w chrome trim (Ft Bumper and License plate)	148.50	594.00
3	Soundoff 3 X 7 DOME LIGHT (1) rear headliner (2) Rear hatch	63.00	189.00
1	Soundoff LED DOME LIGHT MOUNT RED/CLEAR Front headliner	63.00	63.00
1	Trem-Co ANTI-THEFT DEVICE SYS. with floor switch	189.00	189.00
1	Heavy duty seat covers REAR SEAT SAVER	174.00	174.00
1	CHARGE GUARD - SELECT	94.00	94.00
2	Soundoff LTLENFSGS4RAW Nline R-A-W LED head w flood (rear Spoiler)	145.00	290.00
1	Kussmaul Battery CHARGE 1200 with REMOTE	985.00	985.00
1	120 V Shoreline w/14amp auto eject red	489.50	489.50
2	Soundoff INTERSECTOR RED/WHITE LED mirror mount	172.50	345.00

Total

QUOTE APPROVED



8216 Blue Ash Road
Cincinnati, OH 45236
Phone : 513-984-4658 Toll Free: 888-273-7233
web: www.campsafetyinc.com

Quote

Date	Quote #
3/28/2017	FFCITYFDT17

Name / Address
Fairfield City of 5350 Pleasant Ave. Fairfield, Ohio 45014

Contact

Mr. Brian Rose

VIN#	
------	--

Vehicle	P.O. No.	Terms	Rep	Project #
Tahoe		Net 30	JM	2017 Fire command ...

Qty	Description	Cost	Total
2	Sound off NFORCE Driving light with red flash option	168.00	336.00
1	Whelen LED REPL UNITY SPOT LIGHT	159.00	159.00
1	ANTI THEFT (NEW STYLE)	165.00	165.00
1	T Vault / storage module CUSTOM VAULTS	2,990.00	2,990.00
1	P-G Safety Screen -attached to trunk vault	345.00	345.00
1	SHIPPING AND HANDLING	325.00	325.00
1	Labor to install Secure idle	59.00	59.00
	Labor for installation of above equipment onto new Tahoe at CSE	3,481.00	3,481.00
	60 hours		
1	SHIELD POCKET ACCY 3' HIGH	53.00	53.00
1	INSTALLATION MATERIAL	350.00	350.00

Total \$17,861.00

QUOTE APPROVED

FAIRFIELD CITY POLICE DEPT
5350 PLEASANT AVE
FAIRFIELD, OH 45014

Attn: BRIAN ROSE

Email: brose@fairfieldoh.org

Quote: 980-275-2022

Issued: 1/12/2022

Expires: 2/11/2022

Phone: 513-867-4209

Fax:

Reference: Upfitting (4) Chevy Tahoes

Item	Product Description	Quantity	Unit Price	Amount
1	CODE 3 52" LIGHTBAR @ FAIRFIELD SPECS	4	\$1,700.00	\$6,800.00
2	CODE3 Z3 SIREN CONTROLLER	4	\$750.00	\$3,000.00
3	SIREN SPEAKER AND BRACKET	4	\$200.00	\$800.00
4	DUAL WEAPONS RACK	4	\$350.00	\$1,400.00
5	REAR SEAT INSERT AND POLY WINDOW BARRIER W/ OSB SEAT BELT KIT	4	\$1,450.00	\$5,800.00
6	PARTITION W/ CENTER SLIDING WINDOW & RECESS PANELS	4	\$750.00	\$3,000.00
7	REAR POLY WINDOW GUARDS	4	\$205.00	\$820.00
8	ECVDMILTAL00: 6" ROUND DOME LIGHT R/W	4	\$65.00	\$260.00
9	S/O: GRILLE LEDS	8	\$95.00	\$760.00
10	S/O: 180 UNDER MIRROR INTERSECTION LIGHTS	8	\$185.00	\$1,480.00
11	S/O: ML6 UNDER HATCH LED WARNING	8	\$85.00	\$680.00
12	LED PODS	16	\$95.00	\$1,520.00
13	S/O: EMPS2SMS4-B - REAR BUMPER & LICENSE PLATE LEDS	16	\$125.00	\$2,000.00
14	ENFSGS3E: REAR SPOILER	8	\$135.00	\$1,080.00
15	LT-CW30X3SMD: CARGO & PRISONER LED LIGHT	16	\$25.00	\$400.00
16	AFTERSHOCK HOWLER SIREN AMP	4	\$350.00	\$1,400.00
17	CG-X: CHARGE GUARD	4	\$90.00	\$360.00
18	HAVIS CONSOLE, CUP HOLDERS, ACCY POCKETS, ARM REST, & ACCY OUTLETS ETC...	4	\$805.00	\$3,220.00
19	C-HDM-214: 8.5 ADJUSTABLE POLE	4	\$215.00	\$860.00
20	UT-1001: UNIVERSAL CRADLE 11"-14"	4	\$250.00	\$1,000.00
21	DS-DA-421: LAPTOP SCREEN SUPPORT	4	\$65.00	\$260.00
22	STREAMLIGHT STINGER FLASHLIGHT	4	\$150.00	\$600.00
23	MISC INSTALL SUPPLIES	4	\$125.00	\$500.00
24	INSTALLATION LABOR	4	\$3,500.00	\$14,000.00

Notes:

QUOTE IS FOR THE PURCHASE AND INSTALLATION OF
EMERGENCY EQUIPMENT INTO FOUR NEW 2022 CHEVY
TAHOE'S AT MOBILCOMM SHOP LOCATION.

SubTotal: \$52,000.00

Shipping: \$500.00

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)

****PARTS ORDERED UPON APPROVAL****

Tax: \$0.00

Total: \$52,500.00

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)



Sales 513.595.5800 Service 513.742.5555 Fax 513.595.5919
1211 W. Sharon Road Cincinnati, OH 45240

11.D.2.a

Quote Terms and Conditions

1. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
2. Purchaser will be responsible for shipping costs (unless specifically included), which will be added to the invoice.
3. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
4. Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged in its original packaging within thirty (30) days after shipment.
5. Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of this quote.
6. Unless otherwise stated, payment will be due within 30 days after invoice date items as shipped.
Please allow 4 to 8 weeks for delivery.
7. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment.
8. MOBILCOMM DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. MOBILCOMM'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOBILCOMM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
10. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.

If the quoted price meets with your approval, sign and return a copy to the attention of the preparer. Also list your PO number if applicable. Additional charges will be made for any deviations from the above at the prevailing time plus material rates.

Prepared by: _____
Richie Gorsuch

Accepted by: _____ *Date:* _____

Attachment: NonContractualAppropriations.022822 (3104 : Non-Contractual Appropriations)