

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

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**CITY OF FAIRFIELD CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JANUARY 8, 2024 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

None.

2. BUSINESS MEETING CALL TO ORDER

3. PRAYER/PLEDGE OF ALLEGIANCE

Councilmember Dale Paullus

4. ROLL CALL

5. AGENDA MODIFICATIONS

6. EXECUTIVE SESSION REQUESTS

7. SPECIAL PRESENTATIONS

8. CITIZEN COMMENTS

9. COUNCIL REPORTS

10. PUBLIC HEARING(S)

11. APPROVAL OF MINUTES

a. Regular Meeting held December 11, 2023

12. OLD BUSINESS AND REPORTS

None.

13. NEW BUSINESS

Motion to read all New Business by title only.

A. COMMUNITY & PUBLIC RELATIONS

City Manager Scott Timmer - Report

Councilmember Tim Meyers

1. Simple Motion: Formal recognition and/or approval of Council Assignments and Council appointments dated January 1, 2024.

B. PARKS, RECREATION AND ENVIRONMENT

City Manager Scott Timmer - Report

Councilmember Leslie Besl

1. Ordinance to authorize the City Manager to dedicate an easement to Duke Energy for the Harbin Park Playground and Splash Pad Electric Relocation and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

C. PUBLIC WORKS

City Manager Scott Timmer - Report

Councilmember Adam Kraft

1. Resolution declaring necessity of repairing sidewalks (including aprons).
 - Legislation - First Reading
2. Ordinance to authorize the City Manager to execute an Intergovernmental Agreement with Butler County Transportation Improvement District for the Symmes Road Railroad Crossing Elimination (RCE) Project.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

D. FINANCE & BUDGET

City Manager Scott Timmer - Report

Councilmember Gwen Brill

1. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

Contractual Appropriations: \$750,000 for Intergovernmental Agreement for Symmes Road Railroad Crossing Elimination Project; \$65,000 for concrete/asphalt repair following water system repair work; \$330,000 for contingency funds restored for Public Utilities projects.

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

2. Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

Non-Contractual Appropriations: \$100,000 for 2024 Annual Drainage Program (multiple vendors); \$20,000 for electrical improvements (Wastewater Division); \$20,000 for electrical improvements (Water Division).

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

14. MEETING SCHEDULE

- A. Monday, January 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- B. Monday, February 12 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, February 26 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

15. EXECUTIVE SESSION OF COUNCIL (IF NEEDED)

16. ADJOURNMENT

**City of Fairfield
Minutes
Regular Meeting of City Council
December 11, 2023**

Council-Manager Briefing

A. 6:00 PM - Energy Aggregation & Safety Study for Ross Road and Woodridge Boulevard

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

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

See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Besl led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Agenda Modifications

Councilmember Meyers, seconded by Councilmember Davidson, moved to amend the agenda to add an ordinance authorizing the City Manager to enter into the AFSCME collective bargaining agreement and to add an ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield and to add an ordinance to authorize the number and salaries and hourly rates for certain employees of the Fairfield Municipal Court. Motion carried 7-0.

Executive Session Requests

Minutes Acceptance: Minutes of Dec 11, 2023 7:00 PM (Approval of Minutes)

Councilmember Besl, seconded by Councilmember Paullus, moved for Executive Session to discuss pending or imminent litigation and the status of collective bargaining with public employees regarding their wages, hours and other terms and conditions of their employment. Roll call vote. Motion carried 7-0.

Special Presentations

a. Proclamation to Councilmember Terry Senger

Mayor Rhodus presented Councilmember Senger with a proclamation and Key to the City in recognition of his years of service on City Council. Mayor Rhodus thanked Councilmember Senger for his many years of service to the city. Councilmember Senger thanked Council, staff, employees and residents for their support over the years.

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

The Regular Meeting Minutes of December 4, 2023 were approved as written and submitted.

OLD BUSINESS

None.

NEW BUSINESS

Motion to read all New Business by title only.

Development Services

City Manager Scott Timmer - Report

Councilmember Matt Davidson

Motion to Suspend Second and Third Readings

Councilmember Davidson presented the first reading of this ordinance.

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

Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing grants totaling \$2,250,000 to be made to the Community Improvement Corporation of Fairfield for public purposes, and declaring an emergency.

Recommendation:

Minutes Acceptance: Minutes of Dec 11, 2023 7:00 PM (Approval of Minutes)

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

ORDINANCE NO. 169-23. APPROVED 7-0.

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

Parks, Recreation & Environment

City Manager Scott Timmer - Report

Councilmember Gwen Brill

Motion to Suspend Second and Third Readings

Councilmember Brill presented the first reading of this ordinance.

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

Ordinance to authorize the City Manager to execute the Ohio's Urban Forestry Grant application and agreement and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute an application and agreement for a grant to fund long-term growth and development of local urban and community forestry program in the City of Fairfield.

ORDINANCE NO. 170-23. APPROVED 7-0.

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

Public Utilities

City Manager Scott Timmer - Report

Councilmember Adam Kraft

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this ordinance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Adam Kraft, Councilmember, 4th Ward
SECONDER: Leslie Besl, Councilmember, 1st Ward
AYES: Meyers, Davidson, Brill, Besl, Paullus, Senger, Kraft

Ordinance to approve and adopt a plan of operation and governance for natural gas governmental aggregation and declaring an emergency.

Recommendation:

It is recommended that City Council adopt and approve a plan of operation and governance as regards to natural gas governmental aggregation, pursuant to Section 4929.26, Ohio Revised Code

ORDINANCE NO. 117-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Kraft presented the first reading of this ordinance.

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

Ordinance to approve and adopt a plan of operation and governance for electric governmental aggregation and declaring an emergency.

Recommendation:

It is recommended that City Council adopt and approve a plan of operation and governance as regards to electric governmental aggregation, pursuant to Section 4928.20, Ohio Revised Code

ORDINANCE NO. 172-23. APPROVED 7-0.

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

Finance & Budget

Councilmember Tim Meyers

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

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 90-23 and all amendments thereto and declaring an emergency.

Recommendation:

It is recommended that City Council approve this Ordinance eliminating the Neighborhood Development Manager position from the Unclassified Pay Plan, suspending the rules and declaring an emergency.

ORDINANCE NO. 173-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.” - Supplemental Appropriations.

Recommendation:

It is necessary for City Council to pass appropriations to reconcile accounts. It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

ORDINANCE NO. 174-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Dec 11, 2023 7:00 PM (Approval of Minutes)

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

Ordinance to amend Ordinance No. 155-22 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2023, and ending December 31, 2023.”

Recommendation:

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

ORDINANCE NO. 175-23. APPROVED 7-0.

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

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

Ordinance to authorize the City Manager to enter into a collective bargaining agreement with the American Federation of State, County and Municipal Employees, Council #8, Local 3646 (AFSCME) for wages, hours and terms and conditions of employment for the AFSCME bargaining unit and declaring an emergency.

ORDINANCE NO. 176-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

Minutes Acceptance: Minutes of Dec 11, 2023 7:00 PM (Approval of Minutes)

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

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 165-23 and all amendments thereto and declaring an emergency.

ORDINANCE NO. 177-23. APPROVED 7-0.

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

Motion to Suspend Second and Third Readings

Councilmember Meyers presented the first reading of this ordinance.

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

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 77-23 and all amendments thereto and declaring an emergency.

ORDINANCE NO. 178-23. APPROVED 7-0.

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

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- A. Monday, December 18 - Oath of Office, 6:00 PM
- B. Monday, January 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM
- C. Monday, January 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting 7:00 PM

Executive Session of Council (if needed)

16. ADJOURNMENT

The Regular Meeting adjourned at 7:46 PM.

Minutes Acceptance: Minutes of Dec 11, 2023 7:00 PM (Approval of Minutes)

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

Minutes Acceptance: Minutes of Dec 11, 2023 7:00 PM (Approval of Minutes)



City Council Action Item
Regular Meeting - January 8, 2024

Submitted by: Alisha Wilson, Clerk

Submitting Department: Clerk

Subject:

Council Assignments 2024

Legislation Title:

Simple Motion: Formal recognition and/or approval of Council Assignments and Council appointments dated January 1, 2024.

Recommendation:

It is recommended that City Council recognize and approve the Council appointments as outlined in the attachment via simple motion of Council.

Background/Synopsis: Every two years, newly elected Councilmembers are seated and the Mayor makes new Council Committee assignments. The attached assignments have been made by the Mayor and/or are recommended for approval by City Council.

Financial Impact: None

Rule Suspension Requested:

Emergency Provision Needed:

Attachments:

1. 2024 Appointments

Vice Mayor 2024 Gwen Brill

	Police/Fire	Parks	Finance	Public Works	Planning	Comm Relations	Utilities	
Chair 2024	Paulus	Besl	Brill	Kraft	Davidson	Meyers	Pennington	

Board of Zoning Appeals		Paullus	1st Wed mo. 6 pm
Comm Improvement Corp		Brill & Davidson	
OKI		Paullus	
OKI Alt		Rhodus	
Design Review		Brill	3rd Thurs of mo. 4 pm
Emergency Mgmnt		Rhodus	
Cultural Arts Advisory		Besl	4th Tue Jan/April/July/Oct 6pm
SELF Board		Adam Kraft	
Butler Co. Health Council		Pennington	Annual / as needed
Rt 4 Improvement Comm		Meyers	Annual as needed



City Council Ordinance
Regular Meeting - January 8, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Harbin Park Playground and Splash Pad Electric Relocation Easement for Duke Energy

Legislation Title:

Ordinance to authorize the City Manager to dedicate an easement to Duke Energy for the Harbin Park Playground and Splash Pad Electric Relocation and declaring an emergency.

Recommendation:

It is recommended that City Council authorize the City Manager to dedicate an easement to Duke Energy for the relocated electric (from overhead to underground) to a location not in conflict with the Harbin Playground and Splash Pad project.

Background/Synopsis:

This easement is for relocating the existing overhead electric to underground from near the gate all the way to the terminus near the recently constructed restroom building. This will eliminate any future conflict with the spray ground and improve aesthetics in the upper park area.

The site construction for the playground and splash pad are well underway and the City has been working with Duke to finalize plans for electric relocation for several months and have developed a plan that achieves City goals and meets Duke Energy's requirements.

The Harbin Playground and Splash Pad project is for the improvements designed by Human Nature for the upper Harbin Park area. The project includes a playground package designed by Landscape Structures Inc. specifically for the needs of the City of Fairfield's Harbin Park. This playground package is specific to the design of Harbin Park prepared by Human Nature for the City of Fairfield and will have components for both 2-5 year old and 6-12 year old age groups, with the majority of the equipment being more suitable for the slightly older kids but not leaving out the younger kids. There will also be an expansive spray ground with a recirculating water system. The intent of the project is to expand the options for the general public when coming to Harbin Park and to replace the existing play and shelter area at the upper end of Harbin Park with a more universally accessible play area and spray grounds.

The project includes earthwork, utilities, paving concrete, asphalt, landscaping, etc. Some features in addition to the play and spray grounds include: an additional parking lot and a large shelter structure.

The project is programmed in the 2023-2027 CIP as 3PR50 Harbin Park.

Financial Impact:

No additional financial impact

Emergency Provision Explanation:

A suspension of rules and emergency provision is being requested in order to begin construction on this electric work before it conflicts with final construction of the spray ground area.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

Yes

Attachments:

1. City of Fairfield Grant of Easement
2. WO 50820221 Construction Print
3. DUKE ENERGY-ORD

Prepared by: Duke Energy Ohio, Inc.
 Return to: Duke Energy Ohio, Inc.
 Attn: Michelle Sechman
 1000 E Main St
 Mail Code: WP989
 Plainfield, Indiana 46168

Parcel# A0700020000004
 Parcel# A0100020000005

EASEMENT

State of Ohio
 County of Butler

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **CITY OF FAIRFIELD**, an Ohio municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 2, Township 1, Range 2, City of Fairfield, Butler County, State of Ohio; being entire lot numbered 528 and entire lot numbered 529 on the **List of Lots of the City of Fairfield**; and being a part of a tract as recorded in **Deed Book 1040, Page 50 and Deed Book 1040 Page 48**, in the Office of the Recorder of Butler County, Ohio ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CITY OF FAIRFIELD
an Ohio municipal corporation

Signed Name

Printed Name

Title

OF _____

COUNTY OF _____

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of CITY OF FAIRFIELD, a(n) municipal corporation organized under the laws of Ohio, on behalf of such corporation.

SEAL:



Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

My Commission Number: _____

This instrument was prepared by Janice L. Walker, Attorney-at-Law, 139 E. 4th St., Cincinnati, OH 45202.

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



HUNTER RD

CENTERLINE OF 15'
WIDE EASEMENT

CITY OF FAIRFIELD
DEED BOOK 1040 PG 50
PARCEL# A0700020000004

LOT 528 ON THE LIST OF LOTS OF
THE CITY OF FAIRFIELD

PARKING LOT ACCESS RD

P/L

P/L

P/L

CITY OF FAIRFIELD
DEED BOOK 1040 PG 48
PARCEL# A0700020000005

LOT 529 ON THE LIST OF
LOTS OF THE CITY OF FAIRFIELD

LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

BUTLER COUNTY, OHIO

SITE NAME: CITY OF FAIRFIELD, SECTION 2, TOWNSHIP 1, RANGE 2



DR.
ORC

CK.
ORC

DATE:
12/11/2023

EXHIBIT MAP OF: EASEMENT

EXHIBIT MAP FOR:
CITY OF FAIRFIELD

LOCATION:
1300 AND 1331 HUNTER RD., FAIRFIELD, OH

WO#

Packet Pg. 20

Attachment: WO 50820221 Construction Print (3778 : Harbin Park Playground and Splash Pad Electric Relocation Easement for Duke Energy)



-All requirements on "Site Readiness Checklist" must be complete before Duke Energy will proceed with installation.

 **DUKE ENERGY**
Packet Pg. 2
Scale = 1"=100'

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO DEDICATE AN
EASEMENT TO DUKE ENERGY FOR THE HARBIN PARK PLAYGROUND AND
SPLASH PAD ELECTRIC RELOCATION 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 dedicate an easement to Duke Energy for the Harbin Park Playground and Splash Pad Electric Relocation in accordance with the easement 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 can begin on this electric work before it conflicts with final construction of the spray ground area; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\DUKE ENERGY-ORD

Attachment: DUKE ENERGY-ORD (3778 : Harbin Park Playground and Splash Pad Electric Relocation Easement for Duke Energy)



City Council Resolution
Regular Meeting - January 8, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Resolution of Necessity to require repair and/or replacement of sidewalk by abutting property owners

Legislation Title:

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.

Background/Synopsis:

The City has completed the process of sidewalk inspection thereby requiring repair and/or replacement of sidewalks for 2024 by the abutting property owners.

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 2024 program year. There are approximately 400 property locations marked for repair or replacement that are resident/business owner responsibility. There are approximately 5,000 Square Feet of 4" (sidewalk), 5,300 Square Feet of 7" (driveway aprons) concrete, and 2,700 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement. There are 328 locations currently marked for repair via the cutting method. The cutting method has been used for many years now 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.

In order to begin the assessment and notification process, it is necessary for City Council to pass a Resolution of Necessity to require repair of sidewalks and driveway aprons located in designated areas of all four wards that have not already been repaired by the abutting property owners.

Notices are sent out to the affected property owners, giving them a minimum of 60 days in which to complete the replacement. The property owner has two options, either have the work completed prior to the end of the 60-day notice, or have the city's contractor complete the work. Should the property owner have the city's contractor perform the work, payment is made via an invoice from the city or charged to the owner's property tax duplicate.

With this early notification, the property owner will have more than the 60-day time frame to complete the work, before the city's contractor begins work, if they so desire. At this time, the

city's contractor is anticipated to begin work sometime during the May/June timeframe.

Financial Impact:

No financial impact at this time.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:

No

Attachments:

1. SIDEWALK-RES

RESOLUTION NO. _____

RESOLUTION DECLARING NECESSITY OF REPAIRING SIDEWALKS (INCLUDING APRONS).

WHEREAS, the Public Works Director has heretofore prepared plans, specifications and an estimate of cost for the repair of certain sidewalks (including aprons) at the locations hereinafter set forth; and

WHEREAS, said plans, specifications and estimate of cost are now on file in the office of the Clerk of Council;

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

- Section 1. It is necessary to repair certain sidewalks (including aprons) in the City of Fairfield, Ohio, at the addresses of the abutting properties which are shown in the cost estimates prepared by the Public Works Director and which cost estimates are on file in the office of the Clerk of Council and are incorporated herein by reference.
- Section 2. The plans, specifications and estimate of cost for said repair now on file in the office of the Clerk of Council be and the same hereby are approved.
- Section 3. The owners of each lot and parcel of land bounding and abutting upon the proposed sidewalks shall repair that portion of said sidewalks (including aprons) which abuts his/her property, in accordance with the plans and specifications now on file in the office of the Clerk of Council within thirty (30) days after service of notice of the passage of this resolution.
- Section 4. In the event any such abutting property owner does not complete the repair of that portion of such sidewalks (including aprons) which abut his/her property in accordance with said plans and specifications and within the time period as hereinbefore prescribed, then this Council shall cause the same to be done and the entire cost thereof shall be assessed upon the property of such abutting property owner.
- Section 5. The Clerk of Council be and she hereby is authorized and directed to serve notice of the passage of this resolution upon the owners of the lots and lands abutting upon said sidewalks (including aprons) in the manner provided by law.
- Section 6. 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

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\SIDEWALK-RES

Attachment: SIDEWALK-RES (3772 : Resolution of Necessity to require repair and/or replacement of sidewalk by abutting property owners)



City Council Ordinance
Regular Meeting - January 8, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Symmes Road – Intergovernmental Agreement with Butler County Transportation Improvement District

Legislation Title:

Ordinance to authorize the City Manager to execute an Intergovernmental Agreement with Butler County Transportation Improvement District for the Symmes Road Railroad Crossing Elimination (RCE) Project.

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension, authorizing the City Manager to execute an Intergovernmental Agreement with the Butler County Transportation Improvement District for the Symmes Road Railroad Crossing Elimination Project. It is further recommended that City Council authorize the funding as detailed in the financial impact section of this letter.

Background/Synopsis:

It is necessary for City Council to authorize the City Manager to execute an intergovernmental agreement (IGA) with the Butler County Transportation Improvement District (BCTID) for administration and management of the Symmes Road Railroad Crossing Elimination Project. The project will include a separated grade crossing at Symmes Road and the study of the North Gilmore Road crossing for the feasibility of a roadway closure.

Symmes Road carries an average daily traffic count of approximately 14,434 vehicles at this rail crossing and in the vicinity of 35-40 trains per day historically. This is a CSX rail line and CSX has shown an interest in being supportive of the project.

It is anticipated that the BCTID will engage a consultant with expertise in this area to begin the preliminary engineering phase in early 2024. The BCTID will enter into an agreement with the USDOT Federal Railroad Administration (FRA) to receive funding for this project. It is anticipated that the City will work with the BCTID to submit a construction grant application once engineering has been developed to a point where a preferred alternative is selected.

Staff had explored options for a separated crossing in 2008 but did not move the project forward without a viable funding source at that time. This new funding sources from both the federal and state allow the City and the BCTID to advance this project.

This project is not currently in the Capital Improvement Program as this is an unexpected opportunity and the funding source was not anticipated in 2023 but will be in the proposed CIP for

2024-2028.

Financial Impact:

\$750,000.00 in total funding from the Street Fund.

Emergency Provision Explanation:

The BCTID is working to engage a consultant as early as practicable, therefore a suspension of the rules is being requested.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. Symmes Road Grant Project Location
2. Exhibit for Laurel to Seward
3. FINAL - IGA - BCTID_Fairfield - Symmes Road RCE Project
4. RCE_PreAwardApproval_Symmes_Road_Grade_Separation_Project (mjl signed)
5. BUTLER COUNTY TRANSPORTATION-ORD

- Rail Track Grade Separation: The number of automobile crossings anticipated to be eliminated at an at-grade crossing as the result of a new grade separation

5.0 Project Location

A map of the project corridor is provided in Figure 1. This application seeks planning funding for project development and environmental review activities related to grade separation of the Symmes Road crossing ([39.34873](#) - [-84.52851](#)) and a feasibility assessment of the closure of the North Gilmore Road crossing ([39.34253](#) - [-84.52050](#)). Note that the City of Hamilton, to the north of the City of Hamilton, is submitting a companion grant application for the North Hamilton Crossing – Butler Street Rail Project.

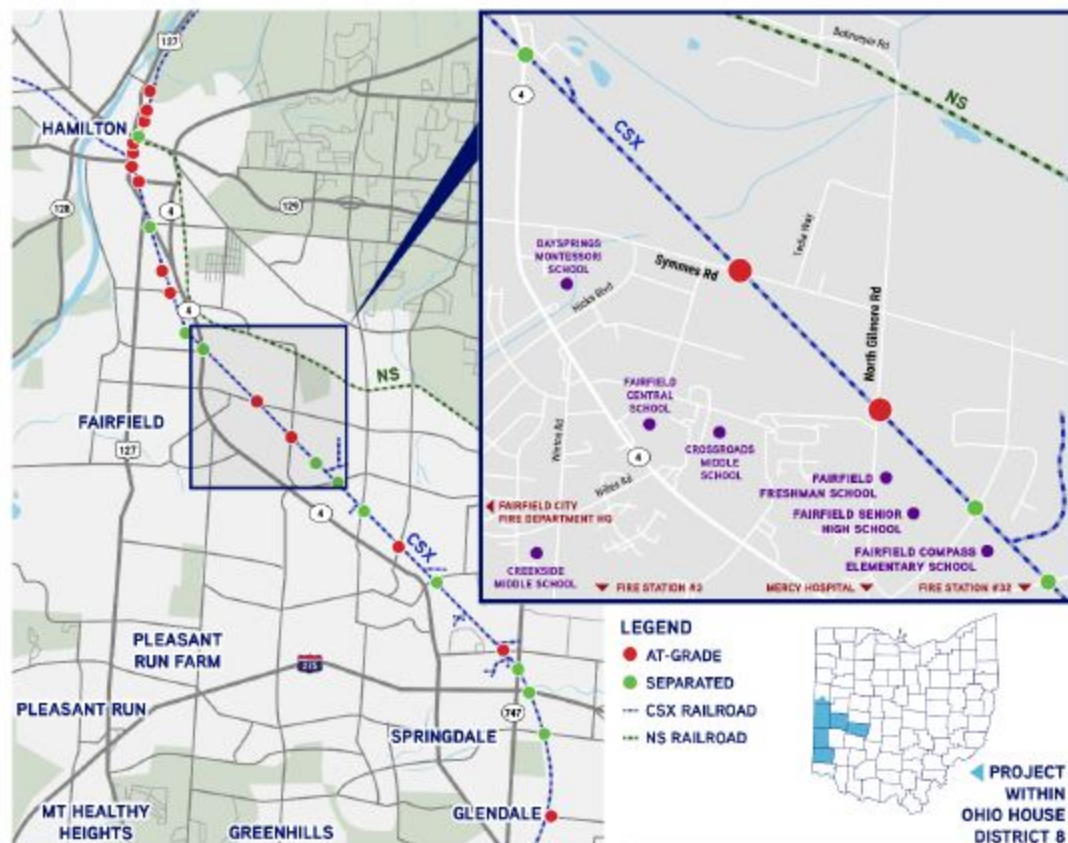
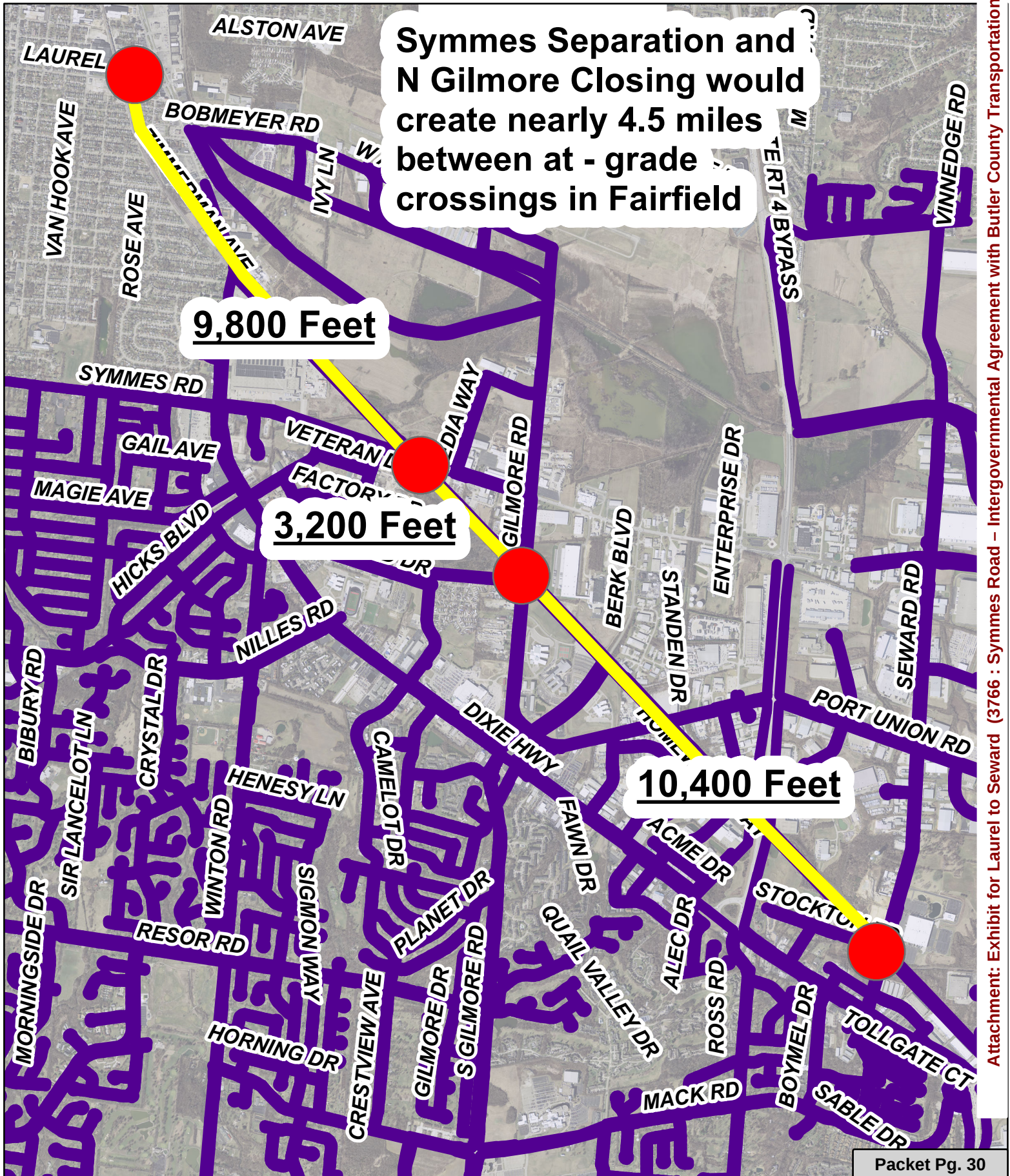


Figure 1: Project Location



INTERGOVERNMENTAL AGREEMENT

by and between

CITY OF FAIRFIELD, OHIO,

and

**THE BUTLER COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

[Symmes RR Crossing Elimination Project]

Dated as of February 1, 2024

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “*Agreement*”) is made and entered into as of February 1, 2024 (the “*Effective Date*”), by and between **the CITY OF FAIRFIELD, OHIO**, a municipal corporation and political subdivision of the State of Ohio (the “*CITY*”), acting through its City Council (the “*Council*”) pursuant to Ohio Revised Code (“*ORC*”) Chapter 715 and its Charter, and **The Butler County Transportation Improvement District**, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “*TID*”).

Recitals:

A. The TID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.

B. The projects undertaken by the TID and exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions and considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County and the State, and is consistent with and will promote industry, commerce, distribution, and research activity within the County, the region and the State.

C. The TID, in coordination and collaboration with the CITY, is advancing the study, development and management of certain roadway improvements in the CITY, including the elimination of an at-grade rail crossing on Symmes Road between State Route 4 and the State Route 4 Bypass, which is an important transportation project to address safety and traffic congestion in that area, as further described, designed and/or set forth in plans and documents on file with the CITY and the TID (further referred to as the “Symmes RR Crossing Project ” or the “Project”), with said Project work to be done in coordination and collaboration with the CITY, the Ohio Rail Development Commission (“ORDC”), the Federal Railroad Administration (“FRA”) and, as appropriate, other stakeholders and community members.

D. Symmes Road is a vital east-west thoroughfare in the County and makes a critical connection between State Route 4 in the Cities of Fairfield and Hamilton with Interstate 75 and moreover, Symmes Road carries in excess of 12,000 vehicles per day and serves numerous large and small businesses, and there are currently millions of square feet of Class A logistics and distribution centers under construction on both sides of this at-grade crossing, with the potential for millions more being developed/redeveloped in the adjacent areas.

E. Furthermore, the railroad is a major corridor used by CSX, Norfolk Southern, and Amtrak with approximately 35-40 trains per day at the crossing. The frequency of stopped trains blocking this and other nearby at-grade crossings has been increasing in recent years. This is leading to dangerous increases to emergency vehicle response times, congestion, and chaotic/confusing driving conditions on a local roadway network that was not designed to handle

the rerouting of traffic and large trucks.

F. Whereas, the U.S. Department of Transportation (USDOT)/ FRA released a Notice of Funding Opportunity (“NOFO”) for the FY 2022 Railroad Crossing Elimination Program Grant Program (the “RCE Program”), that is intended to help deliver corridor-wide safety and mobility solutions related to grade crossings and focuses on funding projects, including planning projects, that will result in the elimination or closure of existing at-grade crossings. And the TID, in coordination and collaboration with the CITY, successfully submitted a grant application for RCE Program funding for the Symmes RR Crossing Project, in the amount of Three Million Dollars (\$3,000,000.00) (the “RCE Program Funding” as hereafter defined)

G. It is further intended by the Parties that the TID, through an intergovernmental arrangement with the CITY, will administer and manage the Project in a phased approach, which the Parties believe is the most efficient and effective manner to proceed, including, but not limited to, Project administration; detail project work plan, schedule and budget; Symmes Road engineering design; Symmes Road environmental review; and, North Gilmore Road feasibility study, so as to advance the Project into future phases as determined appropriate and feasible by the Parties, as further defined herein and referred to as the “Phase 1 Work” and as more specifically set forth in *Exhibit A “Symmes RR Crossing Elimination Project, Phase 1 Work And Cost Summary”* attached hereto and made part hereof, which work will be funded as further set forth herein and in *Exhibit A* (the “Phase 1 Work” as hereafter defined).

H. The Parties, acknowledge and agree that certain consultant services are required and necessary for proceeding with the Phase 1 Work for the Project, with consultant selection to be administered and managed by the TID in coordination with the CITY, and to be funded as further set forth on *Exhibit A*.

I. The CITY intends to collaborate and coordinate with the TID by providing the necessary local match cost share funding, in the amount of Seven Hundred Fifty Thousand Dollars and no cents (\$750,000.00) required to access the RCE Program Funding for the Phase 1 Work (the “Local Match Cost Share Funding, as hereafter defined), to be managed and administered by the TID, so as to further facilitate and advance future phases of the Project, in accordance with the FRA’s RCE Program requirements. It is the ultimate intent and goal of the Parties that, subject to the further approval and authorization of the CITY and the TID, and any other appropriate or necessary implementation partners, upon completion of the Phase 1 Work and by amendment of this Agreement and related actions of the Parties, that the TID will also administer and manage future work phases for the Project, at such appropriate times as determined by the Parties.

J. Furthermore, the Parties acknowledge and agree that the TID shall be entitled to payment to be made by the CITY, in the amount of One Hundred Twelve Thousand Five Hundred Dollars and no cents (\$112,500.00), for its Project administration and management work, payable in two installments as further set forth herein (the “TID Management Fee” as hereafter defined).

K. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and the CITY is specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to the CITY and not otherwise

appropriated to pay costs incurred by the TID in the exercise of its functions under Chapter 5540 of the ORC.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the CITY and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“*Agreement*” means this Intergovernmental Agreement, as the same may be amended from time to time.

“*Business Day*” means any day other than a Saturday, Sunday, or legal holiday.

“*CITY*” means the City of Fairfield, Ohio, a municipal corporation and political subdivision of the State.

“*City Council*” means the City Council of the City of Fairfield, Ohio.

“*CITY Pledged Amount*” means the CITY funding commitment for the Phase 1 Work, as estimated to be required for the Local Match Cost Share to be provided from available CITY revenue sources to the TID, prior to consultant selection by the TID for the Phase 1 Work, in the amount of Seven Hundred Fifty Thousand Dollars and no cents (\$750,000.00), payable to the TID on or before March 1, 2024, and, in addition to said amount, the TID Management Fee, in the amount of One Hundred Twelve Thousand Five Hundred Dollars and no cents (\$112,500.00), payable to the TID in two (2) installments, as follows: Twenty Two Thousand Five Hundred Dollars and no cents (\$22,500.00), payable on or before March 1, 2024 and Ninety Thousand Dollars and no cents (\$90,000.00) payable on or before February 1, 2025, which amounts are included in and made part of the City Pledged Amount.

“*County*” means the County of Butler, a county and political subdivision of the State.

“*Day*” means a calendar day, unless specifically designated as a Business Day.

“*Effective Date*” has the meaning given to such term in the introductory paragraph of this Agreement.

“*Local Match Cost Share*” means the amount of funding, in the amount of Seven Hundred Fifty Thousand Dollars and no cents (\$750,000.00) to be provided from available CITY revenue sources, required to access the RCE Program Funding.

“*ORC*” means the Ohio Revised Code, as the same may be amended from time to time.

“*Phase 1 Work*” means certain project planning and preliminary engineering and related work, , with deliverables to include the Project administration; detail project work plan, schedule and budget; Symmes Road engineering design; Symmes Road environmental review; and, North Gilmore Road feasibility study, so as to advance the Project into future phases as determined appropriate and feasible by the Parties, and as more specifically set forth in *Exhibit A* : the Project Phase I Work Scope And Cost Estimate, attached hereto and made part hereof.

“*Party*” means, individually, either the CITY or the TID; and “*Parties*” means, collectively, the CITY and the TID.

“*Payment Dates*” means the dates for payment of any portion of the CITY Pledged Amount as set forth herein and required herein, to include: Seven Hundred Fifty Thousand Dollars and no cents (\$750,000.00), payable by the CITY to the TID on or before March 1, 2024, and, in addition to said amount, the TID Management Fee, in the amount of One Hundred Twelve Thousand Five Hundred Dollars and no cents (\$112,500.00), payable to the TID in two (2) installments, as follows: Twenty Two Thousand Five Hundred Dollars and no cents (\$22,500.00), payable on or before March 1, 2024 and Ninety Thousand Dollars and no cents (\$90,000.00) payable on or before February 1, 2025.

“*Phase 1 Project Funding*” means the CITY and RCE Program Funding amounts, which are the sole source of funding for the Project Phase 1 Work and as more specifically set forth in attached *Exhibit A* made part hereof, and as further set forth herein.

“*Project Cost Item*” or “*Project Cost Items*” means the Phase 1 Work activities, services and/or work items to facilitate and complete the Phase 1 Work and as further described and set forth in *Exhibit A* hereto.

“*RCE Program Funding*” means the U.S. Department of Transportation (USDOT)/ FRA FY 2022 Railroad Crossing Elimination Program Grant Program, that is intended to help deliver corridor-wide safety and mobility solutions related to grade crossings and focuses on funding projects, including planning projects, that will result in the elimination or closure of existing at-grade crossings, and, through which, the TID, in coordination and collaboration with the CITY, successfully procured a grant for the Symmes RR Crossing Elimination Project, in the amount of Three Million Dollars (\$3,000,000.00), and for which the CITY is providing the Local Match Cost Share.

“*State*” means the State of Ohio.

“*Symmes RR Crossing Elimination Project*” or “*Project*” means the *Symmes RR Crossing Elimination Project* and has the meaning given to such term in Recital C. and further described and delineated for purposes of this Agreement in *Exhibit A* attached hereto and made part hereof and the plans and documents on file with the TID and the CITY.

“*Term*” has the meaning given to such term in Section 4.01.

“*TID*” means The Butler County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created by the Board of County

Commissioners pursuant to ORC § 5540.02.

“*TID Board*” means the Board of Trustees of the TID.

“*TID Management Fee*” means the fee payable to the TID, for administering and managing the Phase 1 Work, agreed upon by the Parties herein in an amount of One Hundred Twelve Thousand Five Hundred Dollars and no cents (\$112,500.00), payable to the TID in two (2) installments, as follows: Twenty Two Thousand Five Hundred Dollars and no cents (\$22,500.00), payable on or before March 1, 2024 and Ninety Thousand Dollars and no cents (\$90,000.00) payable on or before February 1, 2025, which amounts are included in and made part of the City Pledged Amount.

Section 1.02. Exhibits.

- (a) The following Exhibit is attached to and made a part of this Agreement:

Exhibit A Symmes RR Crossing Project Phase 1 Work And Cost Summary

Section 1.03. References to Parties. Any reference in this Agreement to the CITY or the TID, or to any officers of the CITY or the TID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the CITY or the TID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist

in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The TID and the CITY have acknowledged and agreed that it is essential to the welfare of the people of the County, and that the Parties cooperate to the greatest extent practical in the development, funding and construction of the Symmes RR Crossing Elimination Project, which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County, and the CITY consents and approves of the TID's administration and management of the Phase 1 Work, as determined by the TID, in consultation with the CITY and FRA, to be necessary for the Project.

Section 2.02. General Agreement Regarding Funding and Phase 1 Work. The Parties acknowledge and agree as follows:

- (a) The CITY explicitly agrees to contribute and provide the CITY Pledged Amount to the TID, to provide for the Local Match Cost Share Funding for the Phase 1 Work, in accordance with and as set forth in the Part I Work Scope And Cost Estimate attached hereto as *Exhibit A* and made part hereof. The CITY explicitly agrees to make payment of the CITY Pledged Amount to the TID on or before the Payment Dates.
- (b) The TID explicitly agrees to:
 - i) administer and manage the Phase 1 Work, in coordination and collaboration with the CITY and FRA, and perform all related responsibilities as thereby required or appropriate, including, but not limited to, the management, administration and performance of all activities required to complete the Phase 1 Work in accordance with the provisions and requirements of the RCE Program Funding, contingent upon receipt of the CITY Pledged Amount and upon requisite authorization from FRA to proceed, as required

under the RCE Program; and

- ii) only utilize the funds pledged in (a) above for the Phase 1 Work costs and will allocate those funds so designated for the Phase 1 Work further in accordance with Section 2.03 below.
- (c) In the event the TID does not receive the payment due, pursuant to (a) above, the TID will immediately notify the CITY in writing, by both facsimile transmission and via electronic mail, that it has not made its payment and that the payment is due immediately.
- (d) The CITY further agrees that, notwithstanding any other provision of the Agreement, the CITY's commitment to make payment of the CITY Pledged Amount to the TID, as set forth herein, will continue and shall survive any termination of the Agreement until full payment of the CITY Pledged Amounts committed for the Phase 1 Project Funding is accordingly made.

The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.03. Application of the CITY Pledged Amount.

- (a) The Phase 1 Project Funding, including the CITY Pledged Amount, shall be deposited and maintained by the TID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.
- (b) The Parties acknowledge and agree (1) that the CITY Pledged Amounts constitutes a specific commitment of Phase 1 Project Funding by the CITY; and, (2) that the TID is relying upon the CITY Pledged Amount commitment to facilitate and complete the Phase 1 Work, and will utilize the CITY Pledged Amount solely to pay for the Phase 1 Work and the Parties respective and collective obligations and responsibilities in connection with the Project Phase 1 Work and costs directly related thereto, and in accordance with ORC Chapter 5540 and other applicable law and agreements. If additional funding is required for the Phase 1 Work, the CITY will be responsible for providing such funding subject to requisite approval and appropriation by City Council, unless other sources of any additional required funding are otherwise identified.
- (c) Furthermore, the Parties agree that if, upon final close out of the Phase 1 Work, there is an excess amount remaining of the CITY Pledged Amount, said amount will be returned to the CITY within 30 days of the date such close out amount is finally determined by the TID, or applied and credited towards other phases of the Project as approved and authorized by the Parties.

Section 2.04. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the TID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the TID in good faith and in the best interests of the successful completion of the Phase 1 Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either the CITY or the TID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.05. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither any member of the CITY or any member of the TID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.06. Liability of the Parties. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement.

Section 2.07. No Third Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the TID. To induce the CITY to enter into this Agreement, the TID represents to the CITY as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the TID and the TID Board; and this Agreement, when executed and delivered by the TID, will constitute a legal, valid, and binding obligation of the TID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TID or (2) result in a default under any agreement or instrument to which the TID is a party or by which it is bound.

Section 3.02. Representations of the CITY. To induce the TID to enter into this Agreement, the CITY represents to the TID as follows:

- (a) it is the duly constituted and duly elected governing body of the CITY under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the CITY; and this Agreement, when executed and delivered by the CITY, will constitute a legal, valid, and binding obligation of the CITY; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the CITY or (2) result in a default under any agreement or instrument to which either the City Council or the CITY is a party or by which either the City Council or the CITY is bound.

Section 3.03. Challenge to Agreement.

(a) Each of the TID and the CITY waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.

Section 3.04. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after February 1, 2024 to the completion of the Phase 1 work. (the "Term").

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

- (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:
- The Butler County Transportation Improvement District
Attention: Dan Corey, Director
1921 Fairgrove Avenue
Hamilton, OH 45011
Email: Danc@bctid.org
- (c) All notices to be given to the City pursuant to this Agreement shall be sent to the CITY at the following address:
- The City of Fairfield, Ohio
Attention: Scott Timmer, City Manager
5350 Pleasant Avenue
Fairfield, OH 45014
Email: Stimmer@fairfield-city.org
- (e) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in

one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

TID:

City:

**THE BUTLER COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

CITY OF FAIRFIELD, OHIO

By: _____
Director

By: _____
City Manager

Date: _____, 2024

Date: _____, 2024

Approved as to Form

By: _____
Director of Law

Date: _____, 2024

Approved as to Content

By: _____
Director of Public Works

Date: _____, 2024

Attachment: FINAL - IGA - BCTID_Fairfield - Symmes Road RCE Project (3766 : Symmes Road – Intergovernmental Agreement with Butler

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of the City of Fairfield, Ohio (the "CITY"), hereby certifies that the moneys required (if any) to meet the obligations of CITY for the year 2024 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of CITY 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 ORC § 5705.41.

Dated: _____, 2024

Chris Hacker, Director,
The City of Fairfield, Ohio

EXHIBIT A**Symmes RR Crossing Project Phase 1 Work And Cost Summary**

<u>Work</u>	<u>Cost</u>
Project Administration, Detailed Project Work Plan, Schedule and Budget	\$200,000
Symmes Road Engineering Design	\$3,000,000
Symmes Road Environmental Review	\$250,000
North Gilmore Road Feasibility Study	\$300,000
Total Cost	\$3,750,000



U.S. Department
of Transportation

**Federal Railroad
Administration**

1200 New Jersey Avenue, SE
Washington, DC 20590

December 6, 2023

Mr. Dan Corey
Director
Butler County Transportation Improvement District (BCTID)
1921 Fairgrove Avenue
Hamilton, OH 45011-1965

Re: Request for Pre - Award Authority – Symmes Road Grade Separation Project

Dear Mr. Corey,

This letter is in response to the Butler County Transportation Improvement District (BCTID) letter dated December 1, 2023, requesting pre-award authority for work corresponding to tasks 1-4, covering project administration, engineering design, environmental review, and the North Gilmore Road Feasibility Study. BCTID is interested in using pre-award authority to develop grant documents for obligation such as the schedule and budget, initiated engineering activities to support NEPA documentation, and avoid project delay by focusing on scoping and professional services contracting.

Pre-award authority would start March 1, 2024. This project will enable BCTID to complete planning and project development (Preliminary Engineering [PE] and National Environmental Policy Act [NEPA] requirements) of safety and mobility improvements at adjacent crossings Symmes Road and North Gilmore Road in the City of Fairfield, to include development of a highway-rail grade separation on Symmes Road and feasibility analysis for the closure of the North Gilmore Road crossing.

Table 1 – Pre-Award Project Budget				
Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Project Administration, Detailed Project Work Plan, Schedule and Budget	\$80,000	\$20,000	\$100,000
2	Symmes Road Engineering Design	\$300,000	\$75,000	\$375,000

3	Symmes Road Environmental Review	\$100,000	\$25,000	\$125,000
4	North Gilmore Road Feasibility Study	\$120,000	\$30,000	\$150,000
Total Pre-Award Budget		\$600,000	\$150,000	\$750,000

BCTID expects that the pre-award costs will total \$750,000, of which \$600,000 will be federal funding from the FRA, and \$150,000 will be the non-federal contribution. FRA approves BCTID's request for this pre-award budget.

In accordance with 2 CFR §200.458, pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. Such costs must appear in the grant agreement scope of work to be eligible for reimbursement after the grant is awarded. Furthermore, the type and timing of costs incurred must be consistent with 23 CFR §771.113, which prohibits final design activities, property acquisition, purchase of construction materials or rolling stock, or project construction during the NEPA process.

All pre-award costs are incurred at the recipient's risk. The Federal awarding agency, FRA, is under no obligation to reimburse such costs if for any reason BCTID does not receive an award or until any such post-award prerequisites, including any required FRA reviews and approvals, are satisfied. In addition, this pre-award authority is subject to all other terms of FRA's Grant Agreement, including the applicable Buy America requirements. FRA will not reimburse costs unless:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States; and
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes (i.e. the final manufacturing stage, and the immediately preceding stage) for the construction material occurred in the United States.¹

FRA is committed to assisting BCTID in advancing project implementation, and FRA understands that approving a pre-award budget for Tasks 1-4 will allow BCTID to more

¹ On May 19, 2022, the U.S. Department of Transportation published a Temporary Waiver of Buy America Requirements for Construction Materials, which waives for 180 days the requirement that all construction materials be manufactured in the U.S. The waiver is applicable to awards obligated between May 14, 2022 and November 10, 2022. FRA encourages recipients to review the waiver, which is available here: <https://www.transportation.gov/regulations/temporary-waiver-buy-america-requirements-construction-materials>.

expediently and efficiently complete the Project.

If you have any questions, please contact the FRA Grant Manager, Madeleine Falkenstein, at m.falkenstein@dot.gov

Sincerely,

Matthew Lorah
Chief, Grants & Loan Program Development Division,
Office of Rail Program Development,
Office of Railroad Development,
Federal Railroad Administration

cc: Praveena Pidaparthi, FRA Project Manager
Madeleine Falkenstein, FRA Grant Manager

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE SYMMES ROAD RAILROAD CROSSING ELIMINATION (RCE) PROJECT.

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

Section 1. The City Manager is hereby authorized to execute an Intergovernmental Agreement with Butler County Transportation Improvement District for the Symmes Road Railroad Crossing Elimination (RCE) Project in accordance with the agreement on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\BUTLER COUNTY TRANSPORTATION-ORD

Attachment: BUTLER COUNTY TRANSPORTATION-ORD (3766 : Symmes Road – Intergovernmental Agreement with Butler County



City Council Ordinance
Regular Meeting - January 8, 2024

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

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.

\$750,000 for Intergovernmental Agreement for Symmes Road Railroad Crossing Elimination Project;
 \$65,000 for concrete/asphalt repair following water system repair work;
 \$330,000 for contingency funds restored for Public Utilities projects.

Financial Impact: \$1,145,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. ContractualAppropriations.010824
2. Contractual 1-8-Ord



City Council Action Item
Regular Meeting - January 8, 2024

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Contingency funds restored from 2023 for 2024 - various projects - Public Utilities

Legislation Title:

Contingency funds restored from 2023 for use in 2024 - various projects - Public Utilities

Recommendation:

Background/Synopsis:

Certain contingency funds were authorized in 2023 for various Public Utilities Department Capital Improvement Program (CIP) projects, but funds were not formally appropriated in 2023. As several projects have extended into 2024, City staff is requesting that these contingency funds be restored for use in 2024. The projects and amounts are outlined under the Financial Impact section:

Financial Impact:

Project 3WW17 - Aeration System Improvements (WWTP):

Contingency funding to be restored:
 \$274,700.00

Project 3WT10 - Small Water Line Improvements:

Contingency funding to be restored:
 \$20,300.00

Project 3WT21 - New Production Well:

Contingency funding to be restored:
 \$35,000.00

Rule Suspension Requested:

Emergency Provision Needed:

Attachment: ContractualAppropriations.010824 (3784 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - January 8, 2024

Submitted by: Adam Sackenheim,
 Submitting Department: Public Utilities

Subject:

Appropriation for concrete and asphalt repairs

Legislation Title:

Appropriation for concrete and asphalt improvements and repairs associated with water repair efforts

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$65,000.00 for concrete and asphalt improvements at Water Division facilities and for pavement repairs following water system repair work.

Background/Synopsis:

The request is for appropriations necessary to pay for permanent concrete and asphalt repairs to roads, curbs, sidewalks, and driveway aprons following excavations performed by Public Utilities Department staff associated with the repair/replacement of buried water infrastructure. The request is also for appropriations necessary to pay for other miscellaneous concrete improvement projects at Public Utilities Department facilities.

Concrete repairs will be performed by a qualified contractor under a City contract administered by Fairfield's Public Works Department – at contract-specified unit pricing. Asphalt repairs will be performed by a qualified contractor under a City contract administered by Fairfield's Public Works Department – at contract-specified unit pricing. Public Works' inspectors measure/mark all locations in need of repair following utility excavations; inspectors also oversee contractor performance to verify concrete and asphalt repairs and improvement projects are performed in accordance with City standards.

It is recommended that City Council authorize an appropriation in the amount of \$65,000.00 for concrete and asphalt repairs following water system repair work.

Financial Impact:

2024 funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project 4WT14 (Asphalt/Concrete Replacement). \$65,000.00 is requested from 4WT14. The funding source is the Water Surplus Fund.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Water Surplus Fund	\$120,300
	60516025-252000 Improvements Other Than	
To:	Building	\$120,300
	<i>(Small Water Line Improvements 3WT10</i>	
	<i>CONTINGENCY [\$20,300]) (New Production Well</i>	
	<i>3WT21 CONTINGENCY [\$35,000]) (Concrete Repair at</i>	
	<i>Water Facilities 4WT14 [\$65,000])</i>	
From:	Unappropriated Sewer Replacement & Improvement Fund	\$274,700
	62316025-252000 Improvements Other Than Bldg.	\$274,700
To:	<i>(Wastewater Aeration System Improvements</i>	
	<i>CONTINGENCY 3WW17)</i>	
From:	Unappropriated Street Improvement Fund	\$750,000
	40116023-233900 Improvements Other Than	\$750,000
To:	Building	
	<i>(BCTID Agreement for Symmes Rail Crossing</i>	
	<i>Administration & Management)</i>	

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

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

Attachment: Contractual 1-8-Ord (3784 : Contractual Appropriations)

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\Contractual 1-8-Ord

Attachment: Contractual 1-8-Ord (3784 : Contractual Appropriations)



City Council Ordinance
Regular Meeting - January 8, 2024

Submitted by: Alisha Wilson, Clerk
 Submitting Department: Clerk

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 166-23 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, 2024, and ending December 31, 2024.”

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.

\$100,000 for 2024 Annual Drainage Program (multiple vendors);
 \$20,000 for electrical improvements (Wastewater Division);
 \$20,000 for electrical improvements (Water Division).

Financial Impact: \$140,000.00 from noted funding source.

Rule Suspension Requested:

Yes

Emergency Provision Needed:

No

Attachments:

1. NonContractualAppropriations.010824
2. NonContractual 1-8-Ord



City Council Ordinance
Regular Meeting - January 8, 2024

Submitted by: Ben Mann,
 Submitting Department: Public Works

Subject:

Appropriation of funding for 2024 Annual Drainage Program

Legislation Title:

Appropriation of funding for 2024 Annual Drainage Program

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$100,000.00 from the Capital Improvement Fund for this project.

Background/Synopsis:

This is an annual expenditure, funded in the Capital Improvement Program. Each year, the Public Works Department performs a number of improvement projects to improve small drainage problems and maintain existing infrastructure.

This has historically been \$100,000 and will be discussed during the budgeting process for the Capital Improvement Program in 2023. It is necessary to make this request in January in order to order materials and start in-house projects at the beginning of the year as labor availability and weather conditions allow.

Costs covered are primarily materials and supplies such as drainage pipe, castings, grates, concrete, stone, etc. The list of projects is continually updated to make improvements involving drainage problems.

The project is programmed in the 2023-2027 CIP as 3PW04.

Financial Impact:

\$100,000.00 from the Capital Improvement Fund.

Emergency Provision Explanation:

Not applicable.

Rule Suspension Requested:

No

Emergency Provision Needed:
No



City Council Information Item
Regular Meeting - January 8, 2024

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Wastewater Division Electrical Improvements

Legislation Title:

Wastewater Division Electrical Improvements

Background/Synopsis:

Various electrical components downstream of the Wastewater Division's new Motor Control Centers are in need of replacement and/or upgrade. Components will be procured from various City-approved vendors as needed. The Division's Maintenance Electrician will be performing the work on the critical components.

Financial Impact:

An appropriation in the amount of \$20,000.00 is being requested for the purchase of various electrical components, on an as needed basis, for the Wastewater Division. 2024 Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 4WW11, Electrical Improvements. The funding source is the Sewer Surplus Fund (624).

Attachment: NonContractualAppropriations.010824 (3783 : Non-Contractual Appropriations)



City Council Information Item
Regular Meeting - January 8, 2024

Submitted by: Jason Hunold,
Submitting Department: Public Utilities

Subject:

Water Division Electrical Improvements

Legislation Title:

Water Division Electrical Improvements

Background/Synopsis:

Critical electrical components downstream of Motor Control Centers within various Water Division operational areas are in need of replacement and/or upgrade in order to meet current electrical codes. Components will be procured from various City-approved vendors as needed. The Department's Maintenance Electrician will be performing the work on the critical components.

Financial Impact:

An appropriation in the amount of \$20,000.00 is being requested for the purchase of various electrical components, on an as needed basis, for the Water Division. 2024 Funding for this project was included in the approved 2023-2027 Capital Improvement Program (CIP) under project number 4WT16, Electrical Improvements. The funding source is the Water Replacement and Improvement Fund (604).

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 166-23 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, 2024, AND ENDING DECEMBER 31, 2024."

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

Section 1. Ordinance No. 166-23, the 2024 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$100,000
To:	40216025-252000 Drainage Improvements (2024 Annual Drainage Improvements 4PW04)	\$100,000
From:	Unappropriated Water Surplus Fund	\$20,000
To:	60516025-252000 Improvements other than Building (Electrical Improvements 4WT16)	\$20,000
From:	Unappropriated Sewer Surplus Fund	\$20,000
To:	62416025-252000 Improvements Other Than Building (Electrical Improvements 4WW11)	\$20,000

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

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

ATTEST:

Clerk of Council

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

Attachment: NonContractual 1-8-Ord (3783 : Non-Contractual Appropriations)

publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2024\NonContractual 1-8-Ord

Attachment: NonContractual 1-8-Ord (3783 : Non-Contractual Appropriations)