

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, August 11, 2025 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.

Council-Manager Briefing

1. 6:00 PM - Green Umbrella Fellow Presentation & Comprehensive Plan Update

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Fire Department Oath of Office
 - Firefighter Kyle Stafford

Citizen Comments

Council Reports

Public Hearing(s)

1. Joint Public Hearing - John Gray & Pleasant PUD

Approval of Minutes

1. Regular Meeting Minutes - July 14, 2025

Old Business

1. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the Concept Development Plan for the Pleasant Avenue and John Gray Road Planned Unit Development.
- Legislation - Hold Second Reading pending Planning Commission recommendation

New Business - Motion to Read All New Business by Title Only

1. Community & Public Relations - Councilmember Gwen Brill

- a. Simple Motion: Motion to approve the following 2025 Boards/Commissions Appointments effective August 11, 2025:
- Steven DeSalvo - Board of Zoning Appeals, partial term expires 3/31/2029
 - Kyle Jones - Environmental Commission, partial term expires 3/31/2027

2. Parks & Recreation - Councilmember Leslie Besl

- a. Ordinance to authorize the City Manager to enter into a professional services contract with MKSK, Inc. for engineering and architectural services as related to the implementation of the Marsh Park Master Plan - Phase 1.
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Ordinance to authorize the City Manager to execute an addendum to the contract with SwimSafe Pool Management, Inc. for the 2026, 2027, and 2028 calendar years and declaring an emergency.
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- c. Ordinance to authorize the City Manager to execute the Ohio's Urban Forestry Grant application and agreement and declaring an emergency.
- Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

3. Public Safety - Councilmember Dale Paullus

- a. Resolution to authorize the City Manager or his designee to submit the City of Fairfield's vote to approve the Purdue Pharma LP Bankruptcy Plan by September 16, 2025 related to opioid claims and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Resolution to authorize the City Manager or his designee to execute the Governmental Entity Settlement Agreement ("GESA") with members of the Sackler family related to opioid claims and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- c. Resolution to authorize the City Manager or his designee to sign and submit the participation form approving settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, Zydus and Sandoz ("Manufacturer Defendants") and to execute the Settlement Participation form by October 1, 2025 related to opioid claims and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- d. Resolution to authorize the City Manager or his designee to sign and submit the participation form approving settlement of claims with Sandoz, Inc. and to execute the Settlement Participation Form by October 1, 2025, related to opioid claims and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- e. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Khadka Bazar LLC, 5250 Dixie Highway, Unit D, Fairfield, OH 45014 (Permit Class C1).

4. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to enter into a natural gas aggregation agreement with AEP Energy, Inc. dispensing with the second reading, and declaring an emergency.
 - Legislation - First Reading

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

5. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to execute and file the Ohio Department of Transportation Municipal Bridge Program Grant Application and Agreement to fund a major portion of the Augusta Boulevard Bridge project and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Ordinance to authorize the City Manager to enter into a contract with Tim Lally Chevrolet for the purchase of three (3) Chevrolet Tahoes for the Police Department and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption

6. Finance & Budget - Councilmember Tim Meyers

- a. An ordinance determining to reduce and recertify special assessments levied for the purpose of constructing certain improvements at the Cincinnati Mills Mall and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”
- Supplemental Appropriations
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- c. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”
- Contractual Appropriations: \$1,467,400 total (Detail: \$225,000 Purchase and outfitting of 3 Chevrolet Tahoes for Police (Public Works); \$1,242,400 Marsh Park Master Plan Phase 1 Implementation (Parks & Recreation))
 - Legislation - First Reading

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

- d. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”

- Non-Contractual Appropriations: \$819,095 total (see below for detail)

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

\$60,000 - Wastewater Division-Anaerobic Digester Cleaning (Public Utilities)

\$59,025 - Water Division – Water Tank/Tower Maintenance (Public Utilities)

\$28,400 - Water Division-Concrete/Paving Project (Public Utilities)

\$33,000 - Engineering Appropriation for Route 4 Sidewalk Design between Holden Boulevard and Michael Lane (Public Works)

\$18,335 - Town Center Improvements (Development Services)

\$65,775 - Water Division-Well 4 Rehabilitation (Public Utilities)

\$74,900 - Harbin Park Shelter Replacements – Shelters #5 and #6 (Parks & Recreation)

\$34,660 - Route 4 Median Planting Updates (Public Works)

\$165,000 - Justice Center Repairs and Upgrades (multiple vendors; Public Works)

\$60,000 - Public Works Repairs and Upgrades (Public Works)

\$100,000 - Firehouse Repairs and Upgrades (multiple vendors; Public Works)

\$55,000 - purchase & outfitting of a Staff Vehicle for the Police Department (Public Works)

\$65,000 - Purchase of Park Ranger Vehicle for Police (Public Works)

Meeting Schedule

Monday, September 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, September 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Tuesday, October 14 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

[MEET_FOOT]



Fairfield City Council
August 1, 2025

Public Hearing Notice

All property owners and citizens of Fairfield, Ohio are hereby notified that a joint public hearing between the Planning Commission and City Council has been scheduled for 7:00 PM on Monday, August 11, 2025 at the Fairfield Municipal Building at 5350 Pleasant Avenue, Fairfield Ohio, 45014. The purpose of the hearing is to solicit citizen input regarding the submission of a Concept Plan for a Planned Unit Development (PUD) for a mixed-use development of commercial and residential uses on an undeveloped 24-acre land site at the northwest corner of Pleasant Avenue and John Gray Road. The site includes parcels A0700020000013, A0700020000014, and A0700020000015.

Parties that wish to review the application may do so by visiting the Development Services Department located at the Fairfield Municipal Building or on the Development Services page on the City website at www.fairfield-city.org/devservices. Questions may be directed to the Department by telephone at (513) 867-5345 or via e-mail at development@fairfieldoh.gov. The Department is open Monday through Friday, between the hours of 8:00 AM and 5:00 PM.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, August 1, 2025

City of Fairfield Minutes
Regular Meeting of City Council
July 14, 2025

Council-Manager Briefing

6:00 PM - Fairfield Connects Update

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

Staff members present: Scott Timmer, Adam Sackenheim, Ben Mann, John Clemmons, Alisha Wilson, Laurie Murphy, Diana Davenport, Mandi Brock, Jason Hunold, Greg Kathman, Tom Lakamp, Amy Mays.

Assistant City Manager Sackenheim and Public Works Director Mann presented an update of the Fairfield Connect plan and progress over the last five years. See attached.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Brill led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

Councilmember, 1st Ward Leslie Besl
Councilmember, 2nd Ward Dale Paullus
Councilmember, 3rd Ward Debbie Pennington
Councilmember, 4th Ward Adam Kraft
Councilmember, At-Large Tim Meyers
Councilmember, At-Large Gwen Brill

Councilmembers excused included:

Councilmember, At-Large Matt Davidson

Councilmember Meyers, seconded by Councilmember Kraft, moved to excuse Councilmember Davidson. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Brill, seconded by Councilmember Meyers, moved for Executive Session to consider confidential information related to negotiations with other political subdivisions respecting requests for economic development assistance. Roll call vote. Motion carried 6-0.

Special Presentations

1. Fire Department Oath of Office

Mayor Rhodus administered the ceremonial oath of office to Firefighter Paramedic Christopher Chase Collins.

Citizen Comments

Wyatt Holmes, 5250 Camelot Drive - Mr. Holmes stated that BCRTA buses are free to ride, but none of the bus stops have a bench to sit on or shelter because BCRTA does not own the land that the bus stops sit on. He indicated that he would like to see the city consider improvements at the bus stops located in Fairfield.

Council Reports

Councilmember Brill reported that she attended the SELF Board meeting and distributed flyers for programs offered to low-income families and home repair events. She noted that there were over 40 repairs done this summer and that SELF would like to engage the communities more next year for these repairs. She also announced that July 19 is Jeffrey Diver's retirement with Sara Starr taking over. There will be a retirement event at Pohlman Bowling Lanes and presentations at 3:30 PM.

Councilmember Meyers noted that he was impressed with the July 4 fireworks. He also commented that he would like to see a big celebration of the United States' 250 years next year and presented thoughts on potential events (see attached slide). Regarding the Finance Department, the City recently launched Bid Express for the bidding process for city projects, which allows for submission of online bids. He reported that the income tax report for June shows that the City continues to do well. He also asked if the speed/traffic sign was put up at Harbin Park. Major Amy Mays reported that enhanced traffic enforcement has been done, with several citations issued.

Councilmember Kraft noted that the Groovin' on the Green concert this past Thursday with dueling pianos was amazing and there are still more great concerts planned for the summer.

Councilmember Pennington announced that Prus Construction has completed curb replacement and is working on sidewalk projects now.

Councilmember Besl reported that the Harbin Park lower shelters are progressing, and the pond has been filled in, the contract for court maintenance has started, bathrooms will be finished later this month. She also announced that Groovin' on the Green is Thursday and Fridays by the Lake will be held this week.

Mayor Rhodus noted that Red, White and Kaboom was phenomenal with great attendance, as well as the Blues Festival.

Public Hearing(s)

None

Approval of Minutes

1. Regular Meeting Minutes - June 9, 2025

The Regular Meeting Minutes of June 9, 2025 were approved as written and submitted.

Old Business

1. Public Safety - Councilmember Dale Paullus

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 145.06, the City of Fairfield, Ohio relative to Non-Emergency Medical Services Transport.

Councilmember Paullus presented the third reading of this ordinance.

Christine Helton, 6372 Robert E. Lee Drive, Facility Manager at DeVita Dialysis Center, asked if she will get a list of emergency protocols that will be considered when making the billing decisions. Chief Lakamp stated it is included in the ordinance. He noted that most runs from DeVita are emergencies and that they could discuss further.

Councilmember Dale Paullus, seconded by Adam Kraft, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 84-25. APPROVED 6-0.

New Business - Motion to Read All New Business by Title Only

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

1. Development Services - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to execute the Ohio Division of Liquor Control Economic Development Transfer Request Form for transfer of a liquor license for QuikTrip and declaring an emergency.

QuikTrip Corporation has purchased the property at 7330 Dixie Highway that used to contain an old church and play fields owned by New Heights Church (formerly Tri-County Assembly of God). QuikTrip is in the middle of a \$7.8 million redevelopment of the site in which it will demolish the old buildings and construct a new gas station and convenience store. The project is expected to be completed in early 2026.

As part of the project, QuikTrip has applied to the State of Ohio for a C-1 and a C-2 liquor license. C-1 allows for retail carryout only sales of beer. C-2 allows for retail carryout only sales of wine and prepackaged low-proof mixed beverages. At present time, there are no C-1 or C-2 licenses available. QuikTrip plans to submit an Economic Development Transfer (TRES) request to the Ohio Division of Liquor Control. If approved, this would transfer the liquor licenses from a now-closed Rite Aid store elsewhere in the state to Fairfield. As part

of the TREX application process, a local official from Fairfield must sign off on the application form. Approval of the ordinance would authorize the City Manager to execute the application.

Councilmember Kraft presented the first reading of this ordinance. Councilmember Adam Kraft, seconded by Debbie Pennington, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Adam Kraft, seconded by Leslie Besl, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 85-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to enter into the Urban County Requalification Cooperation Agreement for the Butler County Entitlement Program, program years 2026-2028 and declaring an emergency.

Butler County is required to requalify with the United States Department of Housing and Urban Development (HUD) every three years as an Urban County in order to directly receive Community Development Block Grant (CDBG) funds to assist Butler County communities. As part of the requalification process, the city is required to sign a cooperation agreement that outlines the duties and responsibilities for both the city and the county. The previous cooperation agreement was approved by Council in 2022 for the 2023-2025 term.

Fairfield and Oxford joined the Entitlement Program in 1999 when Butler County became an entitlement community, which is based on a minimum population size of 200,000 people. The cities of Hamilton and Middletown operate their own entitlement programs and receive funding directly from HUD. As part of this agreement, both Fairfield and Oxford were guaranteed no less than 10% of the total funds Butler County receives from HUD. Fairfield has utilized this funding source over the years to complete 25 projects in the community.

Councilmember Kraft presented the first reading of this ordinance. Councilmember Adam Kraft, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Adam Kraft, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 86-25. APPROVED 6-0.

- c. Ordinance vacating part of Stockton Station Drive and a public storm sewer easement as shown on the dedication and consolidation plat of Lots 9952 and 9696 in the City of Fairfield, Butler County, Ohio and authorizing the City Manager to execute the plat and such additional documents as may be necessary to complete the development of said property and declaring an emergency.

In May 2024, City Council authorized a Development Agreement with Blaze Properties relative to the redevelopment of a vacant former PNC Bank branch at 7075 Dixie Highway and a vacant former car wash/detailing business at 7051 Dixie Highway. Blaze Properties is preparing the site for a new Wawa gas station and convenience store.

Redevelopment of the site required realigning both Stockton Station Drive and a 60-inch public storm sewer that bisected the site. Following demolition of the former bank and car wash properties, the roadway and sewer realignment were completed.

In accordance with the Development Agreement, Blaze Properties engaged a surveyor to complete the required platting documents to vacate the right-of-way of the former roadway alignment, dedicate the right-of-way for the new roadway alignment, adjust the sanitary sewer easement, and consolidate the future Wawa site into one parcel.

Approval of this ordinance will authorize the City Manager to execute a vacation plat and record plat to accomplish the necessary right-of-way, easement, and parcel changes in this area. Once these plats are recorded with the Butler County Recorder, the Wawa parcel can be turned over for construction of the gas station and convenience store.

Councilmember Kraft presented the first reading of this ordinance. Councilmember Adam Kraft, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Adam Kraft, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 87-25. APPROVED 6-0.

- d. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the Concept Development Plan for the Pleasant Avenue and John Gray Road Planned Unit Development.

Councilmember Kraft presented the first reading of this ordinance and set the Joint Public Hearing date as August 11, 2025.

Tom Meyer, 6343 Robert E. Lee Drive asked what the is purpose of changing the zoning. Development Services Director Kathman explained that an application was received from the developer to re-zone the property from C1, neighborhood commercial, to PUD for a mixed-use project with residential and commercial development. He noted that all documents received are available on the website and more information will be presented at the public hearing.

Schnicke Development Group proposes a mixed-use development of commercial and residential uses on an undeveloped 24-acre land site at the northwest corner of Pleasant Avenue and John Gray Road. The property is currently zoned C-1, Neighborhood Business District, which allows commercial uses that are neighborhood oriented and generally serve the residents of the surrounding neighborhoods. The C-1 district does not permit residential uses. This site is located in the John Gray/Pleasant Overlay District.

The 24-acre site consists of three undeveloped parcels that are heavily wooded with mature trees and vegetation spanning from John Gray Road on the south to the end of Ambassador Drive to the north. The site contains significant topography changes, several streams, an

area in the 100-year floodplain, and overhead electric transmission lines, all of which add challenges for any development.

The draft development plan contains the following improvements:

- Approximately 3.4 acres of neighborhood commercial uses at the corner of Pleasant and John Gray.
- 104 ownership condominium units on with a density of 4.62 units per acre.
- 8.9 acres of open space, representing approximately 37% of the site.
- A full access curb cut to a private road proposed on John Gray Road with associated road widening and turn lane improvements.
- A right-in/right-out access drive proposed on Pleasant Avenue across from Augusta Boulevard.
- Access to the northern housing units off of Ambassador Drive.
- An 80-foot buffer consisting of existing mature trees proposed between the residential subdivision to the west and the proposed residential structures.
- Five detention basins to mitigate stormwater runoff.
- A multi-use path proposed to be constructed along most of the Pleasant Avenue frontage and connecting to an undeveloped City right-of-way parcel to the west.
- Additional right-of-way to be dedicated for a possible future city gateway feature at the corner of Pleasant Avenue and John Gray Road.
- Removal of the five existing billboards.

2. Public Safety - Councilmember Dale Paullus

- a. Ordinance to authorize the City Manager to enter into a contract with Xybix Systems, Inc. to upgrade dispatch stations and declaring an emergency.

The current work stations are over 20 years old and are in need of an upgrade. Most of the components have exceeded their lifespan and parts to repair them are no longer available.

Councilmember Paullus presented the first reading of this ordinance. Councilmember Dale Paullus, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Dale Paullus, seconded by Debbie Pennington, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 88-25. APPROVED 6-0.

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manger to enter into a contract with Majors Enterprises, Inc. for the 2025 Winton Road Water Main Improvement Project and declaring an emergency.

This project includes ~ 3,300 feet of Cured In Place Pipe (CIPP) for existing six-inch,

eight-inch and twelve-inch water mains including water service and fire hydrant replacement. The water main CIPP lining project will take place on Winton Road between Mack Road and John Gray Road, and on Seward Road from the Miami-Erie canal to the Mill Creek.

This project will result in CIPP lining of deteriorating 1972 cast-iron piping, ultimately providing more reliable water service to City utility customers. CIPP lining is a trenchless method used to restore water mains, by installing polyester jackets with epoxy resin inside mainline pipes, creating a resilient liner, without the need of extensive digging and trenching. The process meets all American Water Works Association (AWWA) standards and will be the first water main lining project the City of Fairfield has completed. The project was prepared for formal competitive bidding, with two (2) bids received on June 23, 2025. Staff recommends that the bid be awarded to Majors Enterprises, Inc., the lowest and best bidder. Bids are summarized on the attached sheet. A contractual appropriation is requested in the amount of \$1,038,785.00, plus an additional 7% in contingency funds.

The Public Utilities Department has secured a reimbursement loan through the Ohio Public Works Commission (OPWC) for the Winton Road portion of the project. The loan agreement between the State of Ohio, through the OPWC provides a 0% interest loan for up to 71.1% (not to exceed \$728,600.00) of the project cost. The term of the loan is five (5) years.

Councilmember Brill presented the first reading of this ordinance. Councilmember Gwen Brill, seconded by Tim Meyers, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Gwen Brill, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 89-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to enter into a contract with JW Brennan Excavating, LLC for the 2025 Seward Road Water Main Improvement Project and declaring an emergency.

This project includes the replacement of ~1,800 feet of critical water main pipe on Seward Road just south of Tylersville Road.

This project will replace a section of problematic water main that is susceptible to water main breaks. Economic development in the area will result in increased water demand due to water usage and Fire Flow Testing which can result in pressure surges. Fire Flow Testing is completed in order to demonstrate that sufficient water and water pressure is available to fight fires. Replacing the section of water main will increase the resiliency of the water distribution system.

The project was prepared for formal competitive bidding, with seven (7) bids received on June 23, 2025. Staff recommends that the bid be awarded to JW Brennan Excavating, LLC the lowest and best bidder. Bids are summarized on the attached sheet. A contractual

appropriation is requested in the amount of \$298,999.00, plus an additional 7% in contingency funds.

Councilmember Brill presented the first reading of this ordinance. Councilmember Gwen Brill, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Gwen Brill, seconded by Tim Meyers, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 90-25. APPROVED 6-0.

4. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with Barrett Paving Materials Inc. for the Seward Road Project – Roadway Improvements Phases 3 & 4.

This project is scheduled for construction to begin in late summer 2025. It is advantageous to the City to have a single road closure and combine phases 3 & 4 at the same time.

Phase 3 of Seward Road which is the curve realignment and widening to the north of the NS Railroad tracks and the bridge over the Mill Creek is a safety improvement that will also benefit left turning vehicles into the proposed development to the west side of Seward Road.

Phase 4 of Seward Road which is the re-profiling of the roadway on either side of the NS Railroad tracks is a safety improvement that will allow trucks (particularly trucks with especially low trailer clearances) to better traverse the tracks without having any impact on the railroad tracks or the gate warning devices for approaching trains.

Plans and specifications were advertised for bid on June 13 and June 20. A public bid opening was held on June 30, 2025 using Bid Express. Six (6) bids were received, opened and publicly read. The lowest and best bidder was Barrett Paving Materials Inc.

Councilmember Pennington presented the first reading of this ordinance. Councilmember Debbie Pennington, seconded by Dale Paullus, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Debbie Pennington, seconded by Adam Kraft, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 91-25. APPROVED 6-0.

5. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to authorize the City Manager to enter into successor collective bargaining agreements with the Fraternal Order of Police Lodge #166, Police Officers and Supervisors, for wages, hours, and terms and conditions of employment effective April 1, 2025 through March 31, 2028 inclusive and declaring an emergency.

The City of Fairfield and the Fraternal Order of Police (FOP) Lodge #166, Police Officers and Supervisors, have reached an agreement for three-year successor collective bargaining agreements effective April 1, 2025 through March 31, 2028 inclusive. The FOP Bargaining Units and Council have voted and approved the successor collective bargaining agreements.

The successor collective bargaining agreements stipulate the following changes to economic terms of the contract: a 3.6% increase to the base wage and a .9% lump sum award effective on April 1, 2025 retroactive; and a 2.5% increase to the base wage and a 2.0% lump sum award effective on April 1, 2026 and April 1, 2027, respectively. The lump sum awards will be calculated after the base wage increase is applied in the applicable contract cycle year.

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Gwen Brill, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 92-25. APPROVED 6-0.

- b. 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. 17-25 and all amendments thereto and declaring an emergency.

City Council has authorized the City Manager to enter into successor collective bargaining agreements with the Fraternal Order of Police Lodge #166, Police Officers and Supervisors, for wages, hours, and terms and conditions of employment effective April 1, 2025 through March 31, 2028 inclusive. The Wage Ordinance for said hourly employees needs to be updated to reflect the new negotiated wage rates effective April 1, 2025.

The City has also entered into a Memorandum of Understanding with the International Association of Firefighters Local 4010 on June 4, 2025 to establish the wage rates for the new Life Safety Inspector position which is currently posted and is expected to be filled in the fall of 2025.

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Debbie Pennington, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Gwen Brill, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 93-25. APPROVED 6-0.

- c. Ordinance levying special assessments for the repair of sidewalks (including aprons) in the City of Fairfield, Ohio and declaring an emergency.

This is the first step in assessing the properties for sidewalk repairs. In accordance with State law, City Council must now pass an ordinance to levy assessments at this time for all unpaid accounts. If after 30 days accounts have not been paid then Council will authorize

the issuance of assessments bonds and certify the debt service to the County Auditor for collection.

The 2024 Sidewalk Program required that property owners repair sidewalks that were marked for replacement. Resolution 3-24 passed by Council on February 12, 2024 declared the necessity to make sidewalk repairs. Invoices totaling \$166,468.38 for sidewalk repairs were sent to property owners that benefited from the repairs. As July 3, 2025, assessments outstanding were \$73,010.13.

Letters will be sent to property owners stating that all outstanding assessments are to be paid by a specified date to be determined or the County Auditor will place the assessment on the tax bills over the next 5 years for collection.

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 94-25. APPROVED 6-0.

- d. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”
- Contractual Appropriations: \$2,824,249 total (Detail: \$1,195,968 - Seward Road Improvements Phases 3 & 4 (Public Works); \$75,262 - Dispatch Upgrades (Police); \$121,590 - Harbin Park Improvements (Public Works - existing contract); \$319,929 - Seward Road Water Main Improvement (Public Utilities); \$1,111,500 - Winton Road Water Main Improvement (Public Utilities))

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Adam Kraft, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 95-25. APPROVED 6-0.

\$121,590 Harbin Park Improvements - Concrete Funding for Disc Golf / Lower Harbin Sidewalk / etc. (Public Works - existing contract)

- e. Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025.”
- Non-Contractual Appropriations: \$179,840 total (see below for detail)

Councilmember Meyers presented the first reading of this ordinance. Councilmember Tim Meyers, seconded by Gwen Brill, moved to suspend second and third readings. Motion carried Yes 6, No 0, Abstained 0. Councilmember Tim Meyers, seconded by Adam Kraft,

moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

ORDINANCE NO. 96-25. APPROVED 6-0.

\$6,000 - IT Division - Aiphone Intercom for WTP Entry Gates

\$9,000 – Water Division – Water Tank/Tower Maintenance (Public Utilities)

\$11,640 - Seward Road Pedestrian Crossing - Appropriation (Public Works)

\$50,000 - Purchase of Various Parks Equipment (Public Works)

\$8,268 - Water Division- Production Well #7 Motor Replacement (Public Utilities)

\$20,738 - Water Division-Production Wells #4,6,8 Motor Replacement (Public Utilities)

\$23,200 - Wastewater Division-SCADA Network Upgrades (Public Utilities)

\$25,000 - Seward Road Phase 4 Profile Adjustment near Norfolk and Southern RR Tracks – Right of Way Acquisition and Right of Way Services (Public Works)

\$26,000 - Gilbert Farms Park – Lighting Improvements (Public Works)

Meeting Schedule

Monday, August 11 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, September 8 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, September 22 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:43 PM.

Adjournment

The Regular Meeting adjourned at 8:55 PM.

ATTEST:

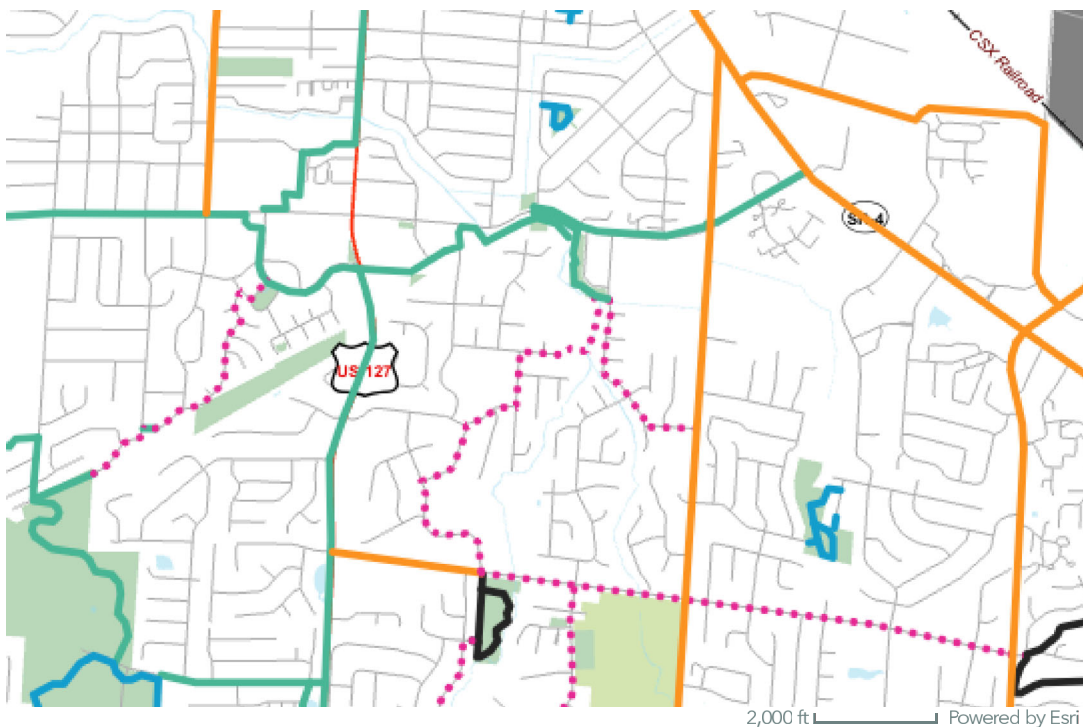
Clerk of Council

Mayor's Approval
Date Approved:

Five Years of Fairfield Connects

City of Fairfield Council-Manager Briefing on Progress
from 2020-2025

Ben Mann, Public Works Director
July 14, 2025



The Fairfield Connects Master Plan

The Fairfield Connects Connectivity Master Plan was developed as a response to the input and concerns of community residents and stakeholders made evident during the Fairfield Forward Comprehensive Plan process.

During that process, as the community developed goals and objectives for the plan and as they assessed priorities for the plan's recommendations, improved connectivity for bicyclists and pedestrians quickly rose to the top.

*Relevant goals from the **comprehensive plan** include: developing safe pedestrian routes along Route 4, ensuring walkability within the Town Center area, designing pedestrian and bicycle facilities along major corridors, and improving pedestrian and bicycle mobility for day-to-day and commuter activity.*

The City of Fairfield solicited a consulting team to assist in the development of a connectivity master plan for the city. This plan was developed to be a guiding document for the city as it moves forward towards improving overall connectivity within the community. The Fairfield Connects Plan will assist city leadership and staff as they gather and procure resources to implement a vision for a connected city.



The graphic features a top illustration of a scenic autumn street with people walking and a cyclist. Below this, a large blue arrow points right, containing the text: "WE WANT YOUR INPUT ON IMPROVEMENTS TO **CONNECTIVITY** WITHIN FAIRFIELD".

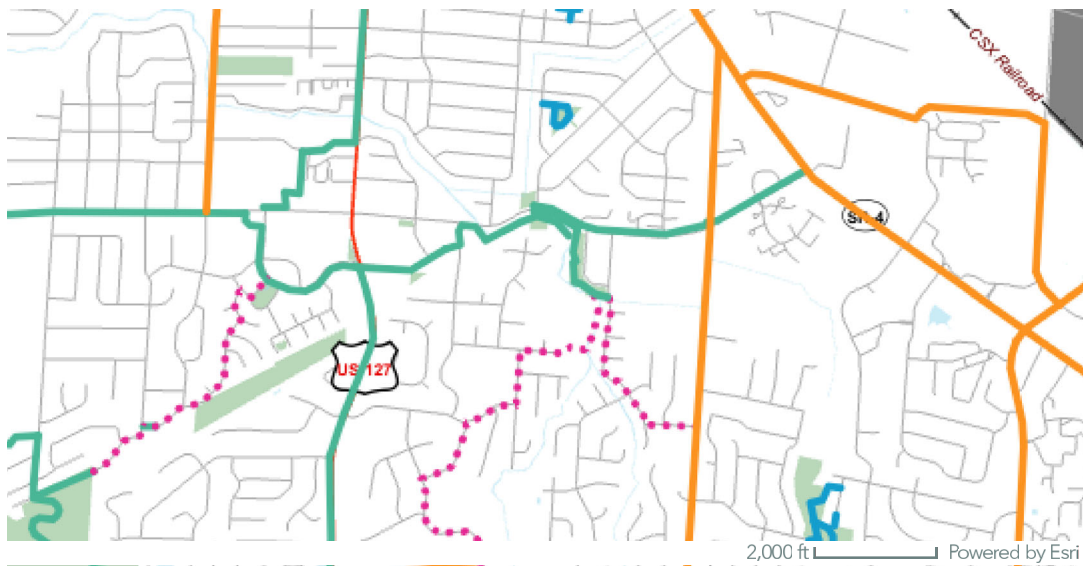
Below the arrow, a text box states: "The City of Fairfield is creating a Connectivity Plan for the city. This plan will focus on improving connectivity options for pedestrians and bicyclists to major destinations within the community."

Next, a section titled "The plan will focus on..." lists "Bicycles", "Sidewalks", and "Trails" with corresponding icons. A large blue arrow points from this list to a section titled "To better connect..." which lists "Village Green", "Neighborhoods", "Schools", "Parks", and "Retail Areas" with their respective icons.

At the bottom, a text box says: "Take our survey online or on your phone. The link to the survey is below or scan the QR code on the right." followed by the URL www.surveymonkey.com/r/FairfieldConnects and a QR code.

The footer includes the "FAIRFIELD CONNECTS" logo and the "CITY OF FAIRFIELD OHIO" logo.

Over 1,000 people responded to our survey during the development of our Active Transportation Plan - Fairfield Connects



The Fairfield Connects Master Plan

Continued...

The Fairfield Connects Plan focused on macrolevel routing strategies that would develop stronger linkages between neighborhoods, schools, and other community destinations such as the Town Center, parks, and commercial destinations.



CONNECT TO PARKS



CONNECT TO EXISTING TRAILS



CONNECT TO MAJOR DESTINATIONS



CONNECT TO TOWN CENTER



CONNECT NEIGHBORHOODS

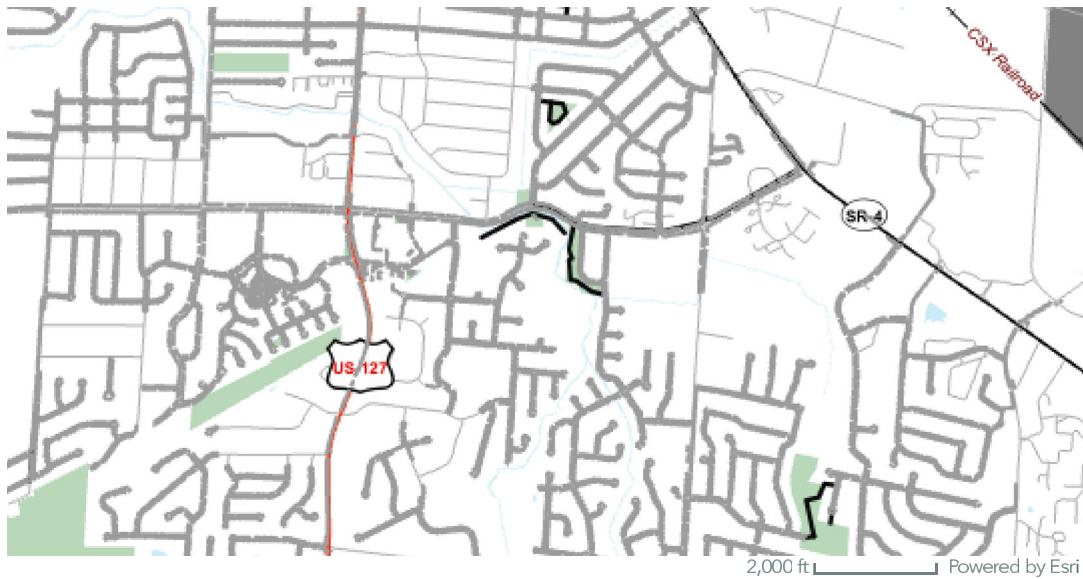


IMPROVE PUBLIC HEALTH

There were five routes that were HIGH priority in the development of the plan.

We have made significant progress in developing all five of these high priority routes:

- Great Miami River Trail Extension
 - The GMRT has received federal funding in the form of a matching grant and currently in plan development
- Pleasant Avenue South
 - Pleasant from Hunter to Wessel has also received a federal funding matching grant and is currently in plan development
- Dixie Highway North
 - Dixie Highway (north of Holden) has received multiple rounds of Community Development Block Grant funding, has a significant amount of sidewalk on the ground, and more is in development for the next few years
- Dixie Highway South
 - Dixie Highway (south of Holden) received an infusion of funding from the American Rescue Plan Act and significant portions of sidewalk have been constructed
- River Road West
 - This route has been designed to the conceptual level with funding currently allocated to continue it onto detailed design.



Existing Sidewalk, Trail, and Multi Use Path infrastructure within the City.

Significant amounts of sidewalk (and some multi-use trail) have been constructed as the City developed. Even though the community experienced our most significant growth during a more car-centric time, sidewalks were required with most residential development and many publicly funded infrastructure projects added additional sidewalk.

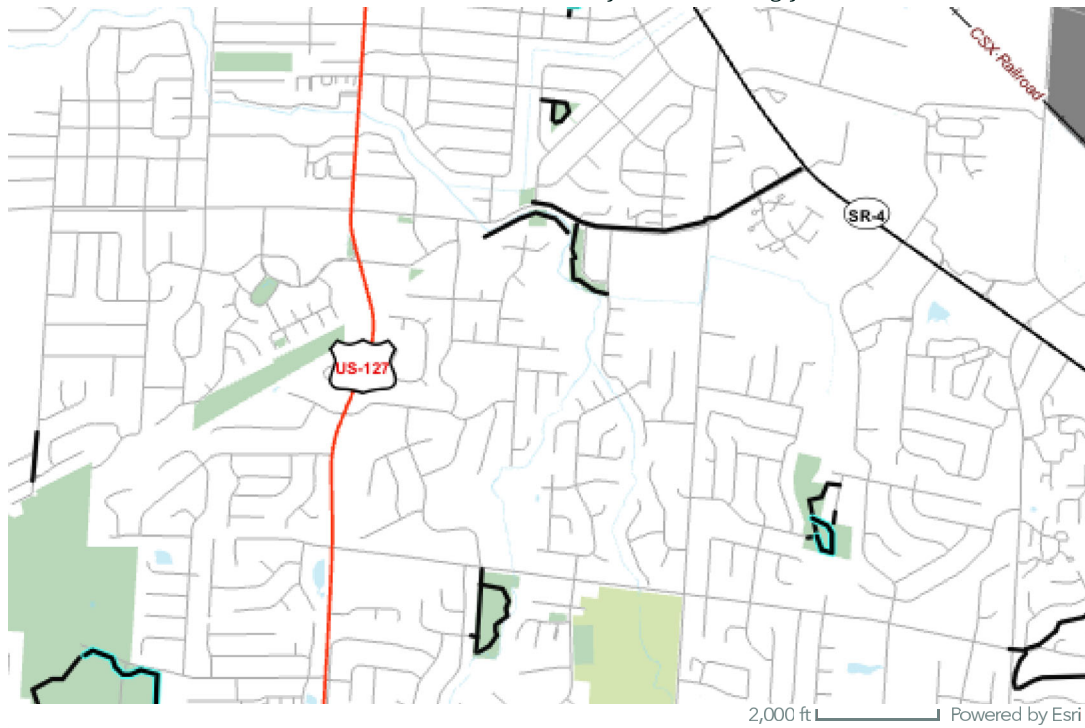
The map shows the over 200 miles of sidewalk that existed across much of the City in 2020, but Fairfield Connects identified the need to add key segments of walk and path to join people to the places important to our residents.



YMCA Trail leading to the Symmes Burial Grounds

YMCA Trail

Multi-use trails are much fewer and farther between and the development of a broader multi-use trail network between our destination parks and our town center will be transformational for much of the City in the coming years.



Trail & Multi-use Path Progress

While most of our large trail projects identified with Fairfield Connects are still in the design phase, the City has invested in some trail improvements within several of our parks.



The most significant trail investment since Fairfield connects has been the loop trail at Harbin Park

Harbin Park Loop Trail

The Harbin trail was constructed between the Parks Maintenance building and the upper lot when the stone shelter was built in 1996. The City received some State Capital Budget money through ODNR to create a loop path in 2021.



Installation of trail markers on the 1.44 mile loop trail at Harbin

Good Neighbors Trail Addition

A loop path was completed at Good Neighbors park in 2023 to create a 0.25 mile loop.

Oakwood Trail Addition

A loop path was completed at Oakwood park in 2023 to create a 0.28 mile loop. Public Works has plans to add a connecting trail from the end of Jupiter Court to the existing trail which would make it more accessible. Currently, the only paved access is by steps from Oak Tree Drive or down a steep slope from the beginning of Jupiter Court. The existing pedestrian bridge is scheduled for painting in 2025.

Gilbert Farms Trail Addition

The Gilbert Farms park trail was constructed in 2020 and makes a 0.49 mile loop through the parking lot for the Elisha Morgan Mansion.

In 2025, Public Works will be paving Stonehill Drive and will remove the gate at the end of the roadway to create a turnaround for vehicular traffic



Public Works marked distances on all of the parks trails earlier this year

Huffman Park Trail Addition

Huffman Park was originally built in 2012 with an approximate loop trail of 0.5 miles. Additional paved trail has been added to this park to give opportunities for our residents to walk in a quiet, park setting.

Trail & Multi-use Path Progress

Continued...

Shoulder/Future Bike Lane Widening

As part of the City's paving program since 2020, in some instances, we have been able to add widened shoulders or restripe the existing to allow for safer bike travel and potentially, future marked bike lanes (5-foot minimum width).

Sections of Seward Road, Bobmeyer Road, and Union Centre Boulevard have been repaved and restriped to better accommodate the City's cyclists.

Miami to Miami Trail in Gilmore Ponds

In 2023, MetroParks and the City of Hamilton (along with the Butler County Engineers Office) opened the Miami 2 Miami Trail at Gilmore Ponds Metropark.



This trail managed by Metroparks, connects existing trail in our City and to trail in West Chester. It will connect to future trail to the west along the canal in Fairfield and beyond to Route 4 in the City of Hamilton.

The 1.5-mile trail extension at Gilmore Ponds not only provides convenient public access to the park's natural areas but is one of the first steps in connecting two of the regions longest paved trail networks.

The Miami 2 Miami Trail aims to link the Great Miami River Trail with the Little Miami Scenic Trail in Warren County.

Little Miami State Park

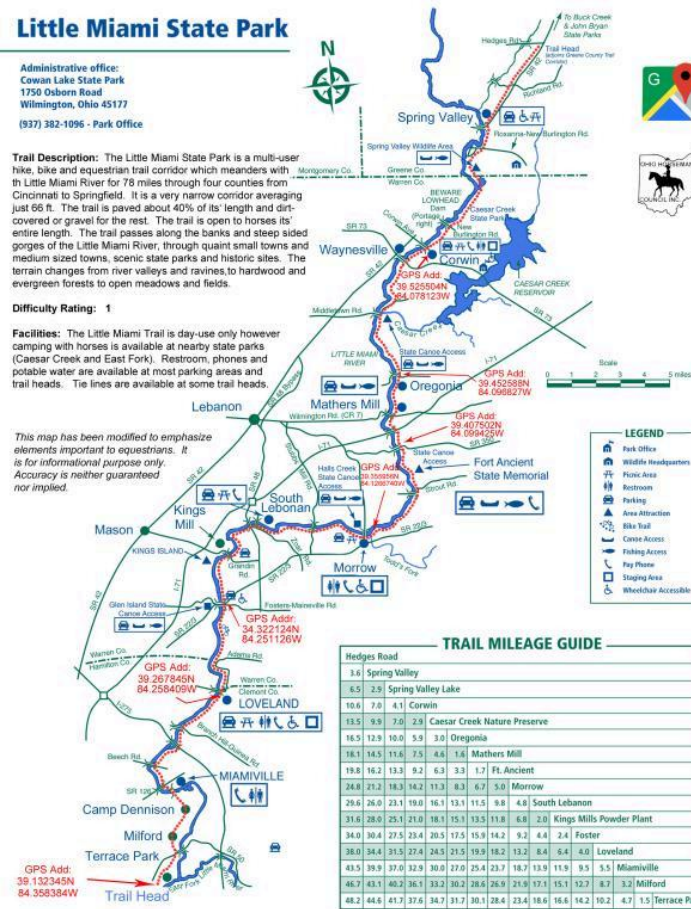
Administrative office:
Cowan Lake State Park
1750 Osborn Road
Wilmington, Ohio 45177
(937) 382-1096 - Park Office

Trail Description: The Little Miami State Park is a multi-user hike, bike and equestrian trail corridor which meanders with the Little Miami River for 78 miles through four counties from Cincinnati to Springfield. It is a very narrow corridor averaging just 66 ft. The trail is paved about 40% of its length and dirt-covered or gravel for the rest. The trail is open to horses its entire length. The trail passes along the banks and steep sided gorges of the Little Miami River, through quaint small towns and medium sized towns, scenic state parks and historic sites. The terrain changes from river valleys and ravines to hardwood and evergreen forests to open meadows and fields.

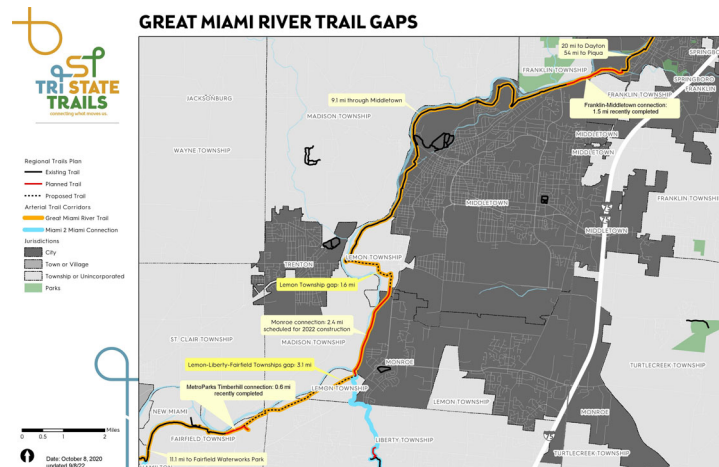
Difficulty Rating: 1

Facilities: The Little Miami Trail is day-use only however camping with horses is available at nearby state parks (Caesar Creek and East Fork). Restroom, phones and potable water are available at most parking areas and trail heads. Tie lines are available at some trail heads.

This map has been modified to emphasize elements important to equestrians. It is for informational purpose only. Accuracy is neither guaranteed nor implied.



Little Miami Trail Map



Great Miami River Trail Map



Trail & Multi-use Path Maintenance

We have been doing seal coating and crack sealing on our paths in the past but now have a plan in place to make sure that this is occurring at more regular intervals.



How others maintain their trails in winter...



How we do it...



Public Works clearing walks and paths once the roadways are cleared

Our crews have historically had 3 priorities for clearing snow. In 2024, we added a fourth priority of clearing trails after major snow and ice events.



Progress of Sidewalk Infrastructure

2020 - 2025 Sidewalk Improvements

Holden-North Gilmore-Busway

Connecting to major destinations was one of the goals of the comprehensive plan and using CDBG dollars, we were able to add sidewalk connecting the High School, Freshman School, and Crossroads Intermediate/Stadium. Future sidewalks being planned to use CDBG dollars will complete the loop around the Jungle Jims area and connect to the Route 4 sidewalk.

2021 CDBG Project Area

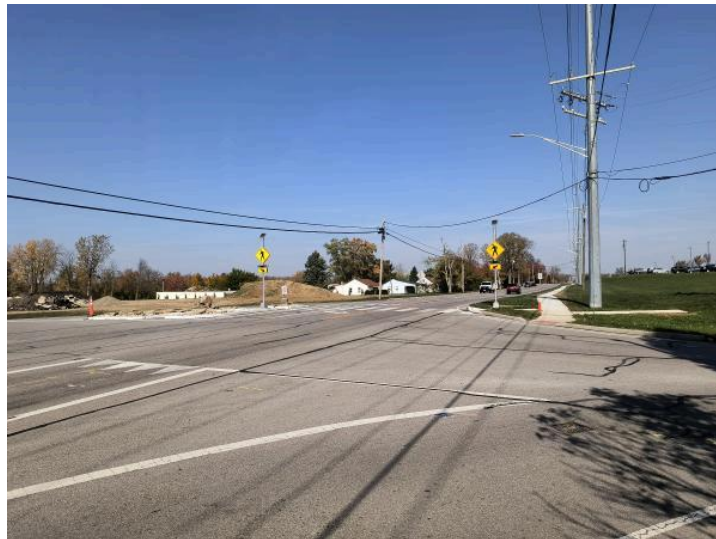


2021 Funding was used to extend the Holden sidewalk and add sidewalk along North Gilmore in front of the Public Works Facility



Busway Lane sidewalk construction in 2023 A second round of 2021 Funding was combined with 2022 Funding to extend the North Gilmore sidewalk and add walk along Busway and Donald

More recently, we worked with the school district and Jungle Jim's to add a safer pedestrian crossing on North Gilmore and the school district constructed a sidewalk connecting to the sidewalk at the Freshman and High School buildings.



Rapid Rectangular Flashing Beacon Installation on North Gilmore Connecting Jungle Jim's shopping center to the school campus

Riegert Square

The Pleasant Avenue Improvement Project for the "Riegert Square" shopping center included numerous improvements but sidewalk set back from the curb with pedestrian lighting and landscaping has greatly increased the walkability of this part of the Town Center.



Sidewalk Improvement as part of Pleasant Avenue project

Ross Rd - Wildwood frontage

This project connected a significant gap between Route 4 and Mack Road on Ross Road. While there is little sidewalk in Wildwood (the former cart path serves as a private recreational trail), this project connected the Chapel Hill entrance to public walk in both directions on Ross Road.



Drone photo of Ross sidewalk under construction



Completed sidewalk on Ross Road

Resor Rd - Crestview Ave Connection

This project was a small gap left over on Resor Road when the last piece of roadway was connected. By adding sidewalk here, it connected Point Pleasant Park all the way to South Gilmore Road.

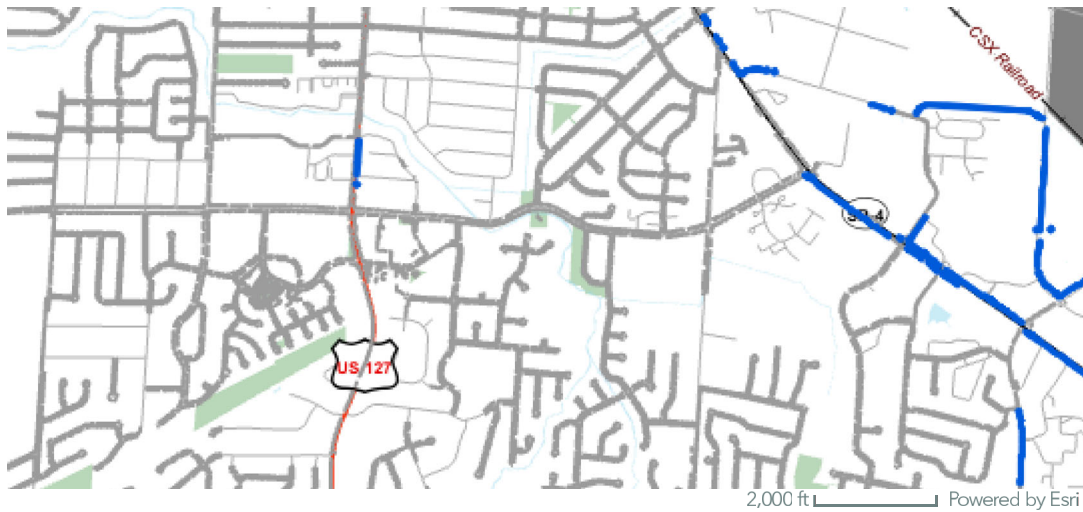
Like many of the remaining gaps around the City, it was more difficult than just adding sidewalk and required a small retaining wall. The "low hanging fruit" projects have mostly been completed with projects remaining often being more costly or involving right of way purchases.



Excavation for retaining wall on Resor Road



Completed Resor Road sidewalk



Progress of Sidewalk Infrastructure

Continued...

Route 4 - Camelot to Nilles

This was a project using CDBG money that added a sidewalk but also removed a hazard along the roadway by connecting the storm sewer.

2024 Route 4 Sidewalk – Camelot Drive to Nilles Road



Public Works Director – Ben Mann, PE
City Engineer – Nick Dill, PE
Construction Manager – Matt Yunger, PS
Project Inspector – Nathan Chaney
Fairfield, Ohio – (513) 867-4200

- General Contractor – Neyra Paving
- Landscape Subcontractor – Landview Services
- Construction Cost – \$239,464.00
- Engineering – Fishbeck, Inc.
- Construction Administration / Inspection – City of Fairfield

Project Description

This project was designed to improve the pedestrian connectivity along Route 4 in this high pedestrian area. There was enough foot traffic in this area to where a path had been worn in the existing grass and both kids and adults were regularly observed walking along the paved shoulder of Route 4 prior to construction.

Key Improvements

- Addition of 1650 feet of concrete sidewalk
- Addition of 115 feet of 24" diameter storm sewer
- Addition of 3 catch basins
- Project removed hazardous drop off for vehicular traffic by enclosing drainage ditch in the Route 4 right of way



August, 2024

Post Construction:



September, 2024

This sidewalk connection was identified in the City's Active Transportation Plan and funded through local funds from the City of Fairfield's Street Improvement Fund and a Community Development Block Grant (CDBG) for \$130,300. This project was administered by the Public Works Department.

Project Timeline

- Designed in 2023
- CDBG Funding procured in September, 2023
- Council Award - May, 2024
- Construction Begins - August, 2024
- Final Completion - Early Fall 2024



Route 4 Sidewalk between Camelot Drive and Nilles Road (west side of Route 4)

Route 4 - Seward Rd to Holden Blvd

This sidewalk was done using ARPA funds and was constructed between 2024-2025. The project goal was to connect as much of Route 4 as possible and has a continuous path connected from Bypass 4 to Holden Boulevard.

There are three areas where the sidewalk creates a continuous path but will be replaced with a larger improvement to eliminate the roadside dropoff. These involve larger diameter storm sewers to be installed and will likely require right of way acquisition.

Public Works is working on planning efforts and will endeavor to program them in future capital programs as funding allows.



Sidewalk between Whitmore and Lighthouse



Sidewalk across from Production



Sidewalk between Dixie Marine and Danube Drive

Route 4 - Crescentville Rd to Seward Rd

Sidewalk south of Seward was added in order to provide corridor access to pedestrians. The area across from the hotels on south Route 4 was a focus in order to give hotel visitors a safe route to access the signalized pedestrian crossing at Seward Road.



Sidewalk between Crescentville Road and Woodridge Boulevard (as well as sidewalk on Woodridge) connects large portions of Fairfield's residential population to south Route 4 and the City of Springdale.

A significant portion of sidewalk is being constructed privately as part of the development of the new Quik Trip gas station at Woodridge and Route 4. Another large section of sidewalk was built with the Wawa at Route 4 and Mack.



Progress of Sidewalk Infrastructure

Continued...

Route 4 -Donald Dr to Hicks Blvd

Using CDBG funding again this year, Public Works has contracted with Neyra Paving to add sidewalk on Route 4 and on Donald Drive.

This project and the next two year's proposed CDBG projects will complete a continuous connection of sidewalk on at least one side of Route 4 from our northern corporate boundary to just north of Bypass 4 (a distance of over 3.5 miles.



Progress of Sidewalk Infrastructure

Continued...

Seward Rd and Tylersville Roundabout

This project was set up for future connections to a multi-use trail and included RRFB's connecting the existing UDF to the

residential area.

The southwest corner currently under development will include a developer funded multi-use path expected to be completed in 2026.



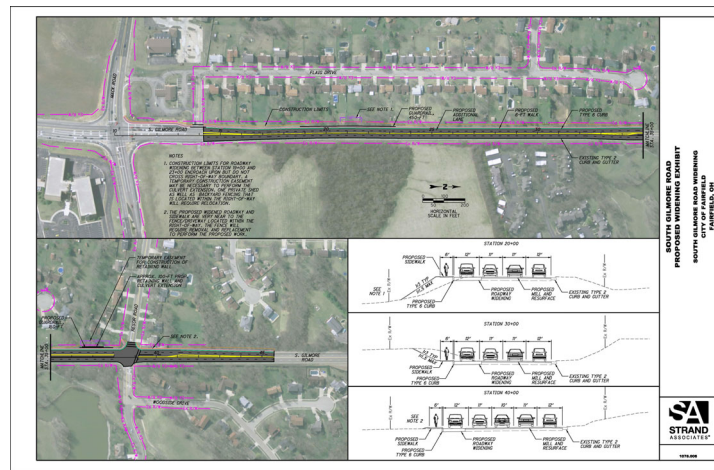
Seward and Tylersville Roundabout

South Gilmore Rd Improvements

As the City develops major infrastructure projects, we are looking for opportunities to implement Fairfield Connects. The South Gilmore Road improvements include a widened sidewalk as an important component of the overall project.



Improved sidewalk north of Resor Road set up for South Gilmore Phase 2 later this year



Sidewalk, medians, and narrow lanes used to create a suburban street and less of a high speed arterial

Bilstein Blvd Bridge

The City of Fairfield requested many years ago that the City of Hamilton add a pedestrian path onto the bridge to allow for future connectivity.

The City of Hamilton was willing to add the sidewalk and was able to do it without increasing the project cost. This removes what would have been a very expensive and difficult barrier for any future active transportation project to connect Fairfield High School to Gilmore Ponds Metropark.



City of Hamilton Replacement of the Bilstein Bridge

Crescentville Rd and Route 4 - Springdale

The City of Springdale recently developed their own active transportation plan and requested that the City of Fairfield extend sidewalk to meet their existing sidewalk at

Crescentville Road. As Fairfield installed the sidewalk, Springdale made the needed signal modifications and striped a "piano key style crosswalk" which have a higher visibility and reduce pedestrian and bicycle accidents.



Crosswalk and Pedestrian signal installed by the City of Springdale

Red Oak Dr to Harbin Entrance

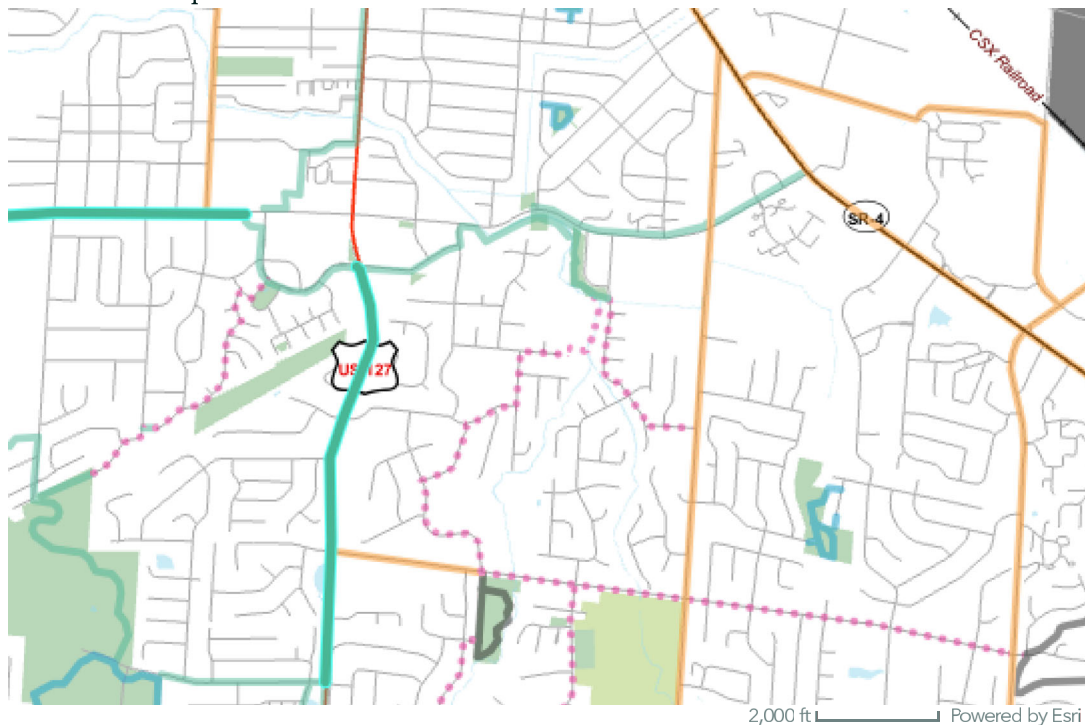
Public Works also worked closely with a couple of our residents to improve connectivity across their properties for the benefit of the community.

The former property owners at 1385 Hunter Road and the Civitan Club were very helpful in working with Public Works to use Sidewalk Gap Funding from the Capital Plan to add walk across their property a couple of years ago (2022) so that residents can walk into the park without crossing the road.

South Gilmore Rd and Gilmore Dr

The property owners at 5639 Gilmore Drive provided the City with an easement to allow construction of a new connection between Gilmore Drive and the recently added South Gilmore

Phase 1 sidewalk. Public Works will make this sidewalk connection in 2025 with South Gilmore Phase 2. This sidewalk connection was proposed by the residents and they happily provided the easement to the City for the benefit of future pedestrians.



Future Trails

Symmes Rd Overpass

One significant example of how we may be able to advance our connectivity goals by incorporating them into a future infrastructure project is in our planning of the Symmes Overpass.

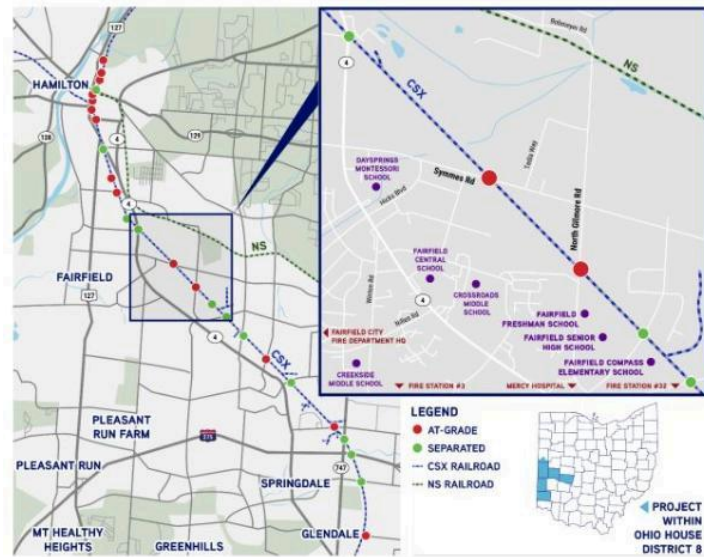
The City of Fairfield applied to the new Federal Rail Administration (FRA) Railroad Crossing Elimination Program and was awarded a \$3 million grant to start a rail project that eases the conflict created by having 40-plus trains traveling through the city daily and often blocking the thousands of local residents that use Symmes Road every day. The grant gives the City a chance to speed up the development of a rail and road grade separation project that should ease traffic conflicts and community concerns.

Fairfield will use the grant to separate the roads and rail crossing at Symmes Road and perform a feasibility study on North Gilmore Road for potential closure.

While the focus of this project is primarily on vehicular traffic, it will give us the opportunity to create a safe crossing for

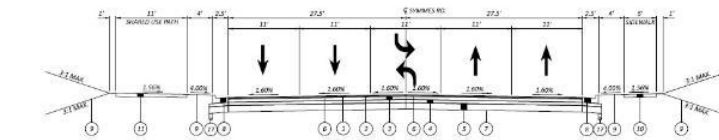
pedestrian and non-motorized conveyances as well.

The BCTID and the City is working with HDR to provide engineering services for this project. HDR is currently working on a public engagement website that will gather input and help us move forward with a preferred alternative later this year.



Symmes Rail Crossing Elimination Project Location

This project has the opportunity to help create a link between City residents and the Miami 2 Miami trail. It could even potentially provide the segment of the Miami 2 Miami trail that crosses over the CSX tracks.



Typical Symmes Road Section with sidewalk and multi-use path

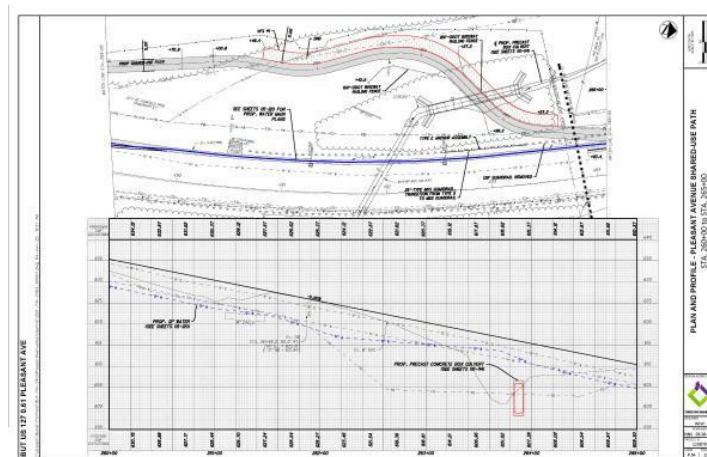


2026 -2028 Future Trails

Pleasant Ave Trail - Hunter to Wessel

Pleasant Avenue trail will connect Harbin Park to our Town Center and allow access for a large portion of the City's residential area to trail that will be one of the cornerstones of what will be a citywide trail network.

The project is currently in the design phase and is partially funded by a federal grant through the Ohio Kentucky Indiana Regional Council of governments.



Stage 2 Plan sheet detailing area south of the PNC bank

River Rd West - Groh to Wessel

River Road West is another of the high priority projects from the Fairfield Connects plan that we are working to advance. It is arguably the most critical link for the City as it connects the GMRT to our town center.



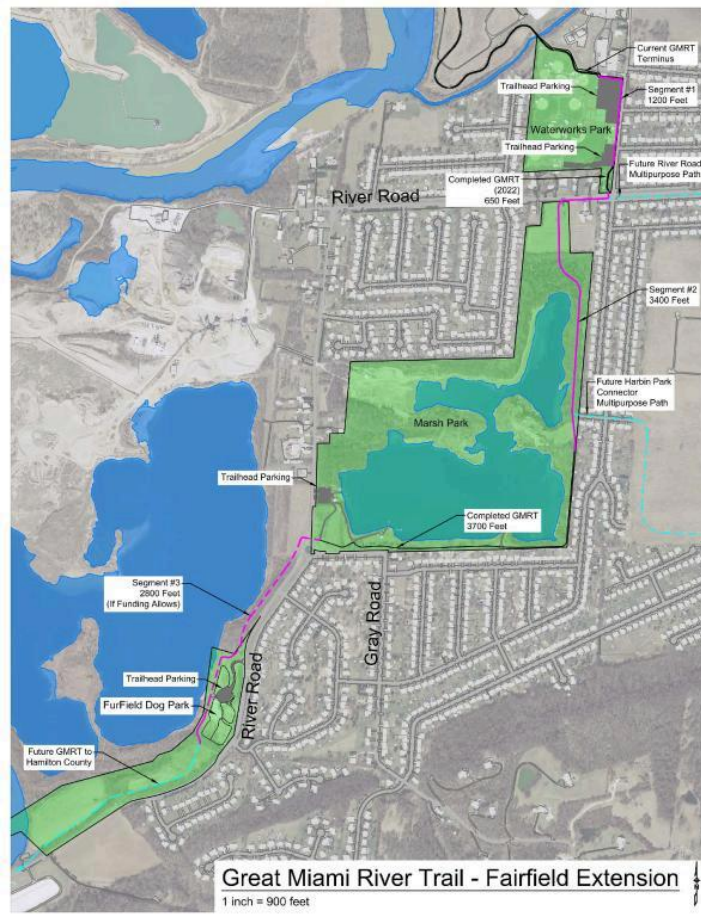
Rendering of proposed 2028 construction

To date, we have developed a concept plan with some planning level cost estimates and will work to advance this project in future capital programs.

Great Miami River Trail Water Works-Marsh

The extension of the GMRT from Waterworks Park, along Groh Lane, and continuing into Marsh Park will create a biking destination within the City of Fairfield.

The project is also currently in the design phase and (like the Pleasant Avenue trail) is partially funded by a federal grant through the Ohio Kentucky Indiana Regional Council of governments.



Marsh Lake interior trails

The Marsh Lake interior trails were funded in part with a State Capital Grant through ODNR and are currently in design. The construction is scheduled for 2026 and with the proposed improvements from the GMRT extension, will create a continuous loop around Marsh Lake and kick off the many exciting improvements included in the recently adopted Marsh Park master plan.



From the 2025 Marsh Park Master Plan

City Council Briefing 7-14-25

Thanks to our City Council and Mayor for their continued support and leadership in advancing the City's active transportation goals.

Created by	Ben Mann, Nick Dill, and Jeff Trimmer
On behalf of	City of Fairfield Public Works
Data by	City of Fairfield GIS
Video credit	David Sheldrick
Platform	ESRI



Proposal

- In 2026 the United States of America will celebrate 250 years of independence
- To generate patriotism the City of Fairfield should create various events and programming to celebrate this once in a lifetime milestone during the summer of 2026

Potential Events May Include

Enhanced
Memorial Day
Parade

Footlighter
Celebration Play In
The Village Green
Amphitheater

Council Meeting
Of The Past

Old Time Dinner
at CAC

City
Departments
Show & Tell
Events

Quarterly
Newsletter:
History of
Fairfield

Next Steps

1. Obtain acceptance from City Council
2. Exploring budgetary options
3. Establish 250 birthday steering committee
4. Develop programing & event opportunities
5. Review potential local, regional & state partnerships
6. Establish regular reviews



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Development Services

Subject:

Concept Development Plan for Pleasant and John Gray

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map by approving the Concept Development Plan for the Pleasant Avenue and John Gray Road Planned Unit Development.

- Legislation - Hold Second Reading pending Planning Commission recommendation

Recommendation:

It is recommended that City Council have a first reading on this item at the July 14, 2025 meeting, set a joint public hearing for August 11 and await the written recommendation from the Planning Commission.

Discussion:

Schnicke Development Group proposes a mixed-use development of commercial and residential uses on an undeveloped 24-acre land site at the northwest corner of Pleasant Avenue and John Gray Road. The property is currently zoned C-1, Neighborhood Business District, which allows commercial uses that are neighborhood oriented and generally serve the residents of the surrounding neighborhoods. The C-1 district does not permit residential uses. This site is located in the John Gray/Pleasant Overlay District.

The 24-acre site consists of three undeveloped parcels that are heavily wooded with mature trees and vegetation spanning from John Gray Road on the south to the end of Ambassador Drive to the north. The site contains significant topography changes, several streams, an area in the 100-year floodplain, and overhead electric transmission lines, all of which add challenges for any development.

The draft development plan contains the following improvements:

- Approximately 3.4 acres of neighborhood commercial uses at the corner of Pleasant and John Gray.
- 104 ownership condominium units on with a density of 4.62 units per acre.
- 8.9 acres of open space, representing approximately 37% of the site.
- A full access curb cut to a private road proposed on John Gray Road with associated road

widening and turn lane improvements.

- A right-in/right-out access drive proposed on Pleasant Avenue across from Augusta Boulevard.
- Access to the northern housing units off of Ambassador Drive.
- An 80-foot buffer consisting of existing mature trees proposed between the residential subdivision to the west and the proposed residential structures.
- Five detention basins to mitigate stormwater runoff.
- A multi-use path proposed to be constructed along most of the Pleasant Avenue frontage and connecting to an undeveloped City right-of-way parcel to the west.
- Additional right-of-way to be dedicated for a possible future city gateway feature at the corner of Pleasant Avenue and John Gray Road.
- Removal of the five existing billboards.

Financial Impact:

None. This is a land use decision.

Emergency Provision:

No.

Rule Suspension Requested:

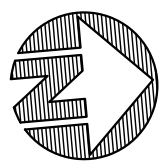
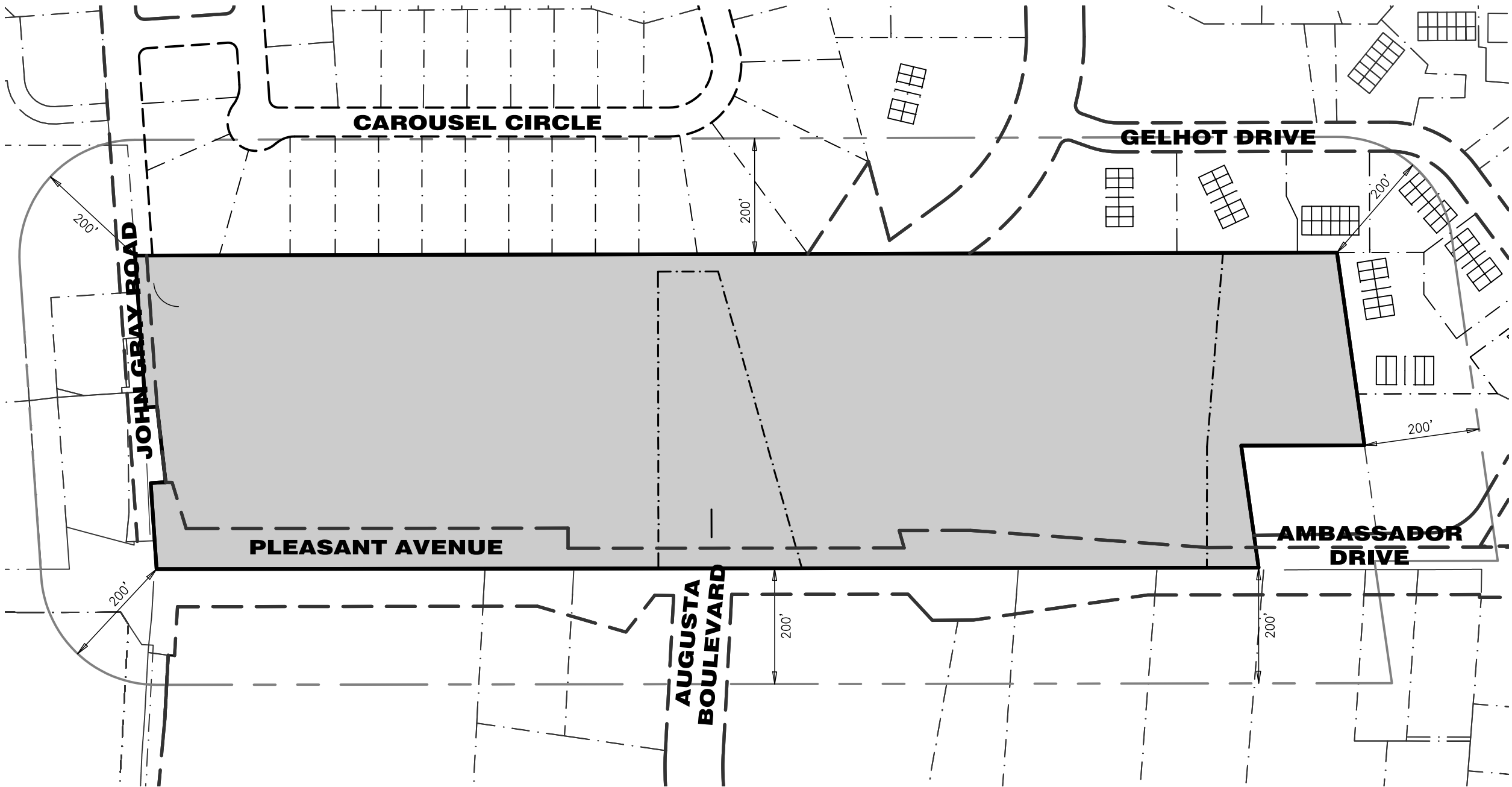
No.

ATTACHMENTS:

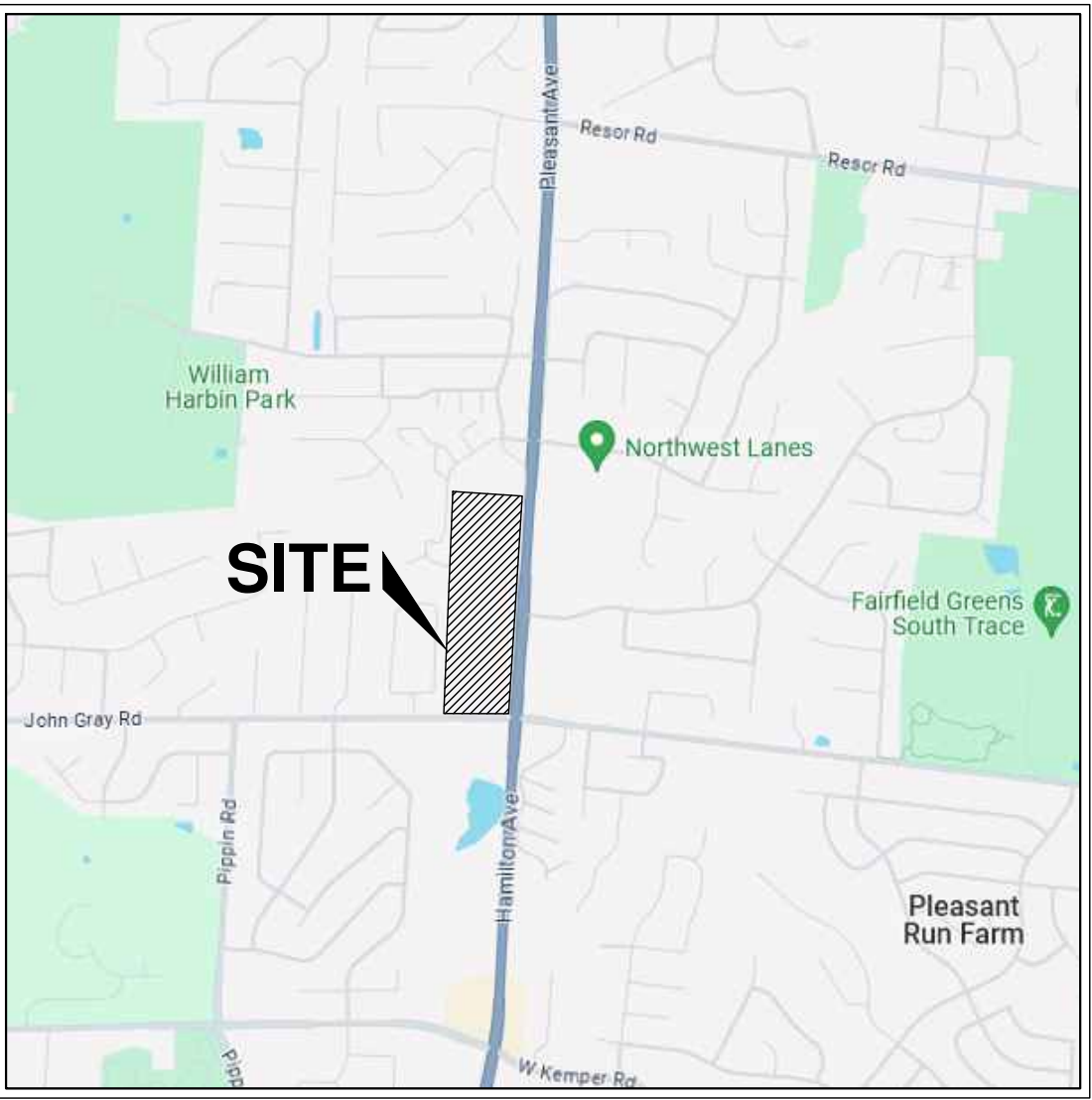
1. 25-0118 John Gray and Pleasant Avenue PUD Concept Plan 250630 (1)
2. CONCEPT DEVELOPMENT PLAN PLEASANT JOHN GRAY-ORD

JOHN GRAY RD & PLEASANT AVE PUD CONCEPT DEVELOPMENT PLAN

JOHN GRAY RD & PLEASANT AVE
SECTION 2, TOWN 1, RANGE 2 BTM
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO



AREA MAP
1"=200 FT



VICINITY MAP
NO SCALE



ENGINEER / SURVEYOR
LANDSCAPE ARCHITECT

BAYER BECKER
6900 TYLERSVILLE ROAD, SUITE A
MASON, OHIO 45040
PH: (513)336-6600

DEVELOPER

SCHNICKE DEVELOPMENT GROUP
600 WEST LOVELAND AVE., SUITE 11
LOVELAND, OHIO 45140

OWNER

JOHN H. & PAUL D. MCGILLIARD
2234 THOMAS RD
NORWOOD, MO 65717

LEGEND



PROPERTY TO BE RE-ZONED

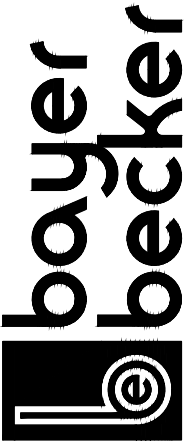
INDEX OF SHEETS

DRAWING NO.	DRAWING TITLE	ISSUE DATE	REVISION NO.	REVISION DATE
C1.0	TITLE SHEET	06-30-25		
C2.0	OVERALL PLAN	06-30-25		
C3.0	LAYOUT PLAN	06-30-25		
C5.0	GRADING & EROSION CONTROL PLAN	06-30-25		
L1.0	LANDSCAPE ZONING PLAN	06-30-25		

JOHN GRAY RD & PLEASANT AVE
CONCEPT DEVELOPMENT PLAN

JOHN GRAY RD & PLEASANT AVE
SECTION 2, TOWN 1, RANGE 2 BTM
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO

TITLE



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 25-0118 CD

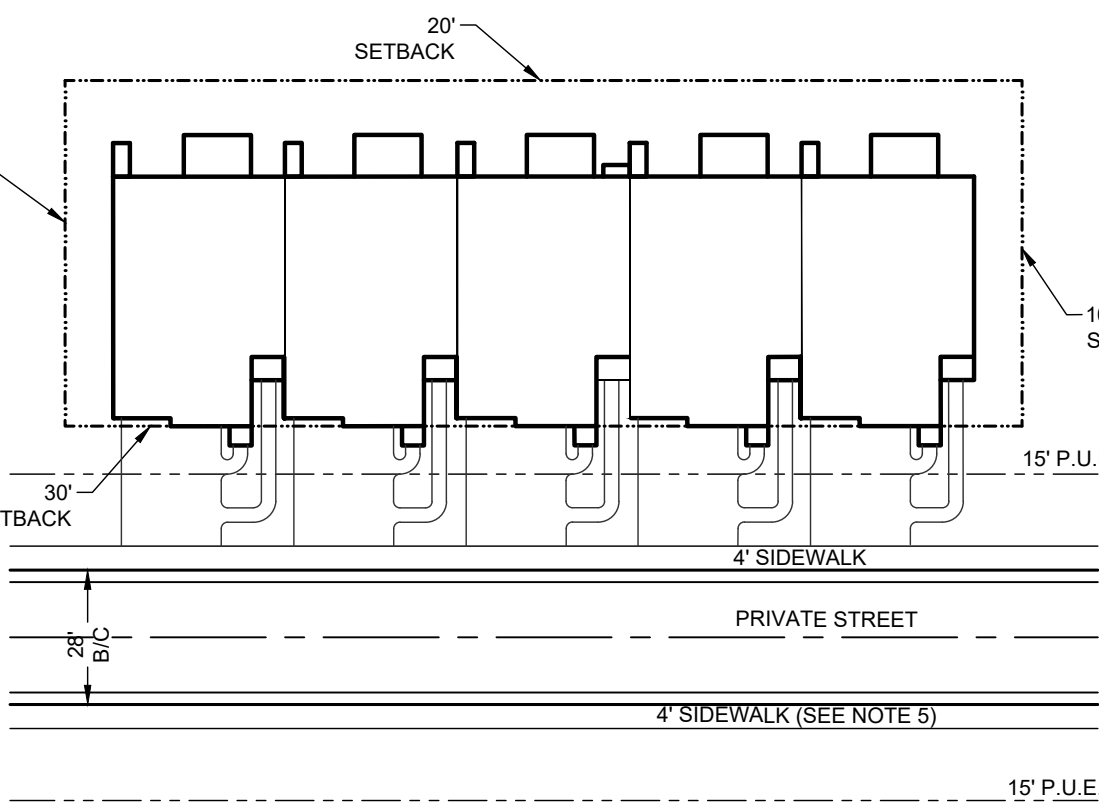
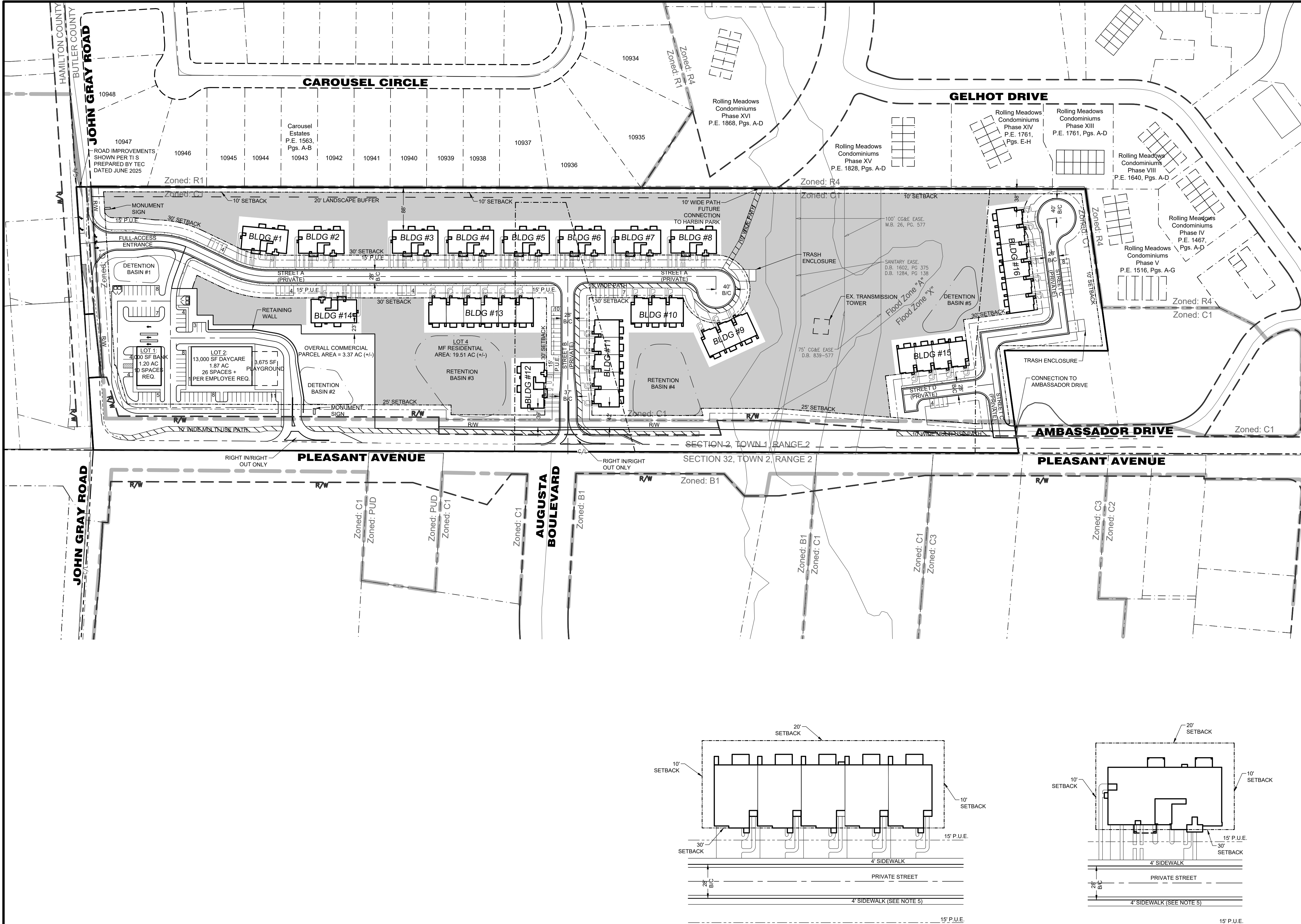
Drawn by: AOG

Checked By: CJO

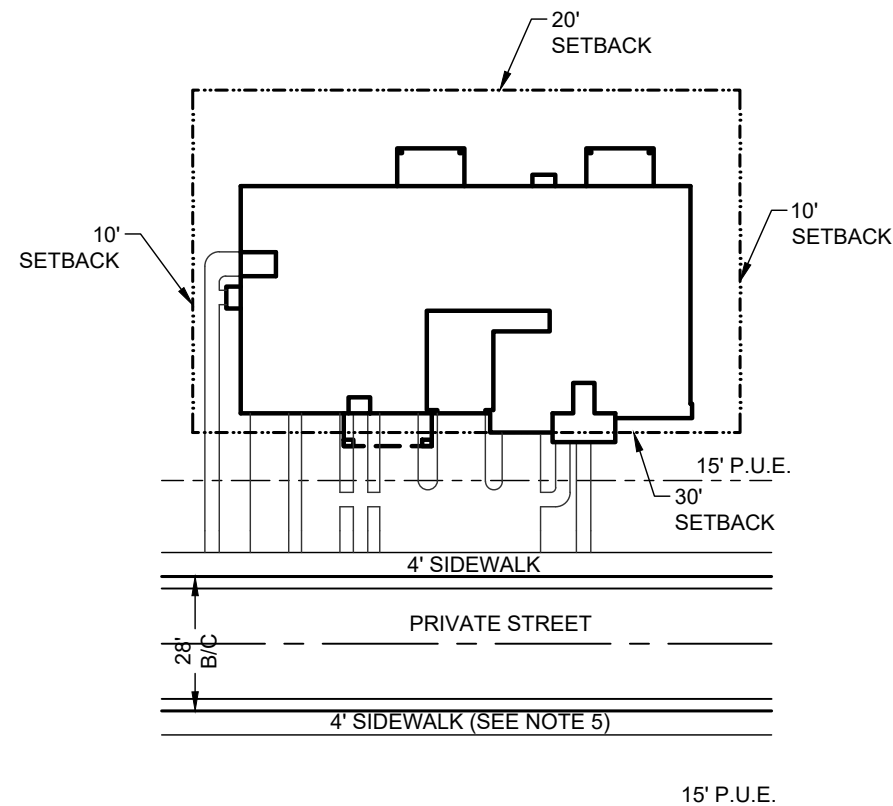
Issue Date: 06-30-25

Sheet:

C1.0



LIFESTYLE CONDO
SCALE: 1" = 40'-0"



CLASSIC CONDO
SCALE: 1" = 40'-0"

TYPICAL LOT DETAILS

- NOTES:
- COMBINED SIDE SETBACKS SHALL BE MINIMUM 20 FEET BETWEEN BUILDINGS
 - MAXIMUM BUILDING HEIGHT: 35 FEET
 - LIFESTYLE CONDOS:
 - TYP. 6 UNIT BLDG = 5,200 SF
 - TYP. 8 UNIT BLDG = 6,900 SF
 - TYP. 10 UNIT BLDG = 17,400 SF
 - TYP. 12 UNIT BLDG = 20,800 SF
 - CLASSIC CONDO
 - TYP. 5 UNIT BLDG = 4,500 SF
 - 4' CONC. WALK OR 10' ASPHALT PATH AS SHOWN ON PLAN

SITE SUMMARY

EXISTING PARCELS

PARCEL 1:
PARCEL #: A0700-020-000-014
PARCEL AREA = 20.07 AC

PARCEL 2:
PARCEL #: A0700-020-000-015
PARCEL AREA = 1.883 AC

PARCEL 3:
PARCEL #: A0700-020-000-013
PARCEL AREA = 2.13 AC

TOTAL AREA: 24.083 AC

EXISTING ZONING: C-1, NEIGHBORHOOD BUSINESS DISTRICT
W/ JOHN GRAY / PLEASANT AVENUE OVERLAY
EXISTING USE: VACANT, WOODS

PROPOSED ZONING: PUD - PLANNED UNIT DEVELOPMENT
PROPOSED USES: RESIDENTIAL & COMMERCIAL MIXED USE

MULTI-FAMILY CONDOMINIUMS:

104 UNITS
DENSITY: 4.62 UNITS/ACRE (EXCLUDES RW)

COMMERCIAL:

USES LISTED UNDER THE C-1 NEIGHBORHOOD
BUSINESS DISTRICT IN SECTION 1131.10 OF THE
CITY OF FAIRFIELD'S ZONING CODE

BUILDING SETBACKS

RESIDENTIAL:
FRONT: 25' FROM PUBLIC RIGHT-OF-WAY
30' FROM B/C (PRIVATE STREETS)
REAR: 20' MIN.
SIDE: 10' MIN.

COMMERCIAL:
FRONT: 25' FROM PUBLIC RIGHT-OF-WAY
REAR: 0' (10' FROM A-R DISTRICT)
SIDE: 0' (10' FROM A-R DISTRICT)

OPEN SPACE
REQUIRED OPEN SPACE: 20% (4.82 ACRES)
PROVIDED OPEN SPACE: 36% (8.88 ACRES)

PARKING SUMMARY

RESIDENTIAL

PARKING REQUIRED: 2.0 SPACES/UNIT (208 SPACES)
PARKING PROVIDED: 2.39 SPACES/UNIT (249 SPACES)
GARAGE SPACES: 104
DRIVEWAY SPACES: 104
OFF-STREET SPACES: 41 SPACES
TOTAL PARKING: 249 SPACES

GENERAL NOTES

- THE LAYOUT PLAN PROVIDED FOR THE COMMERCIAL PORTION OF THE DEVELOPMENT IS SHOWN FOR REFERENCE ONLY AND THE FINAL CONFIGURATION OF BUILDINGS AND PARKING AND TOTAL SQUARE FEET OF FLOOR AREA MAY VARY FROM THIS PLAN.
- ONE DRIVE-THRU WITH PICK-UP WINDOW SHALL BE PERMITTED WITH THE COMMERCIAL PORTION OF THE DEVELOPMENT. FINAL LOCATION OF DRIVE-THRU AND PICK-UP WINDOW TO BE APPROVED BY THE CITY OF FAIRFIELD AT THE FINAL DEVELOPMENT PLAN STAGE.
- MONUMENT SIGNS SHOWN ARE FOR APPROXIMATE LOCATION AND QUANTITY ONLY. MONUMENT SIGNS SHALL CONFORM TO THE C-1 ZONING DISTRICT REQUIREMENTS AND REQUIREMENTS OF SECTION 1155 OF THE CITY OF FAIRFIELD ZONING CODE.
- TRASH ENCLOSURES ARE SHOWN FOR APPROXIMATE LOCATION. DETAILS AND ELEVATIONS OF THE TRASH ENCLOSURES SHALL BE PROVIDED AT THE FINAL DEVELOPMENT PLAN STAGE.
- RETAINING WALLS SHOWN FOR APPROXIMATE LOCATION. DETAILS TO BE PROVIDED AT FINAL DEVELOPMENT PLAN STAGE.
- JOHN GRAY ROAD IMPROVEMENTS SHOWN PER TRAFFIC IMPACT STUDY PREPARED BY TEC DATED JUNE, 2025.
- PROPOSED FUTURE RIGHT-OF-WAY DEDICATION IS SHOWN PER THE CITY OF FAIRFIELD THOROUGHFARE PLAN.
- PRIVATE STREETS SHALL BE PER THE CITY OF FAIRFIELD DESIGN, CONSTRUCTION, AND MATERIALS SPECIFICATION HANDBOOK.
- 4' CONCRETE SIDEWALKS WILL BE PROVIDED AS SHOWN ALONG PRIVATE STREETS.
- A 10' WIDE ASPHALT PATH SHALL BE PROVIDED ALONG PLEASANT AVENUE PER THE CITY OF FAIRFIELD CONNECT PLAN. THE CONNECTION TO THE WEST PROPERTY LINE SHALL BE COORDINATED WITH THE CITY OF FAIRFIELD AND THE OWNER.
- EXISTING BILLBOARDS LOCATED ON THE PROPERTY WILL BE REMOVED.
- EXISTING VEGETATION TO BE MAINTAINED WHERE PRACTICALLY FEASIBLE WITH SITE IMPROVEMENTS.
- PUBLIC WATER AND SANITARY TO BE PROVIDED BY THE CITY OF FAIRFIELD.
- ELECTRIC AND GAS TO BE PROVIDED BY DUKE ENERGY.
- COMMUNICATIONS TO BE PROVIDED (PROVIDED TO BE DETERMINED).
- ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
- STORMWATER MANAGEMENT FACILITIES WILL BE PROVIDED IN ACCORDANCE WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY'S AND THE CITY OF FAIRFIELD'S REQUIREMENTS FOR STORM WATER QUALITY AND QUANTITY CONTROL.

LEGEND

	MULTI-USE PATH
	CONC. SIDEWALK
	OPEN SPACE

Basis of Bearing:
State Plane NAD83 (2011)

0 100 150

SCALE: 1" = 100'

JOHN GRAY RD & PLEASANT AVE
CONCEPT DEVELOPMENT PLAN
JOHN GRAY RD & PLEASANT AVE
SECTION 2, TOWN 1, RANGE 2 BTM
CITY OF FAIRFIELD
BUTLER COUNTY, OHIO

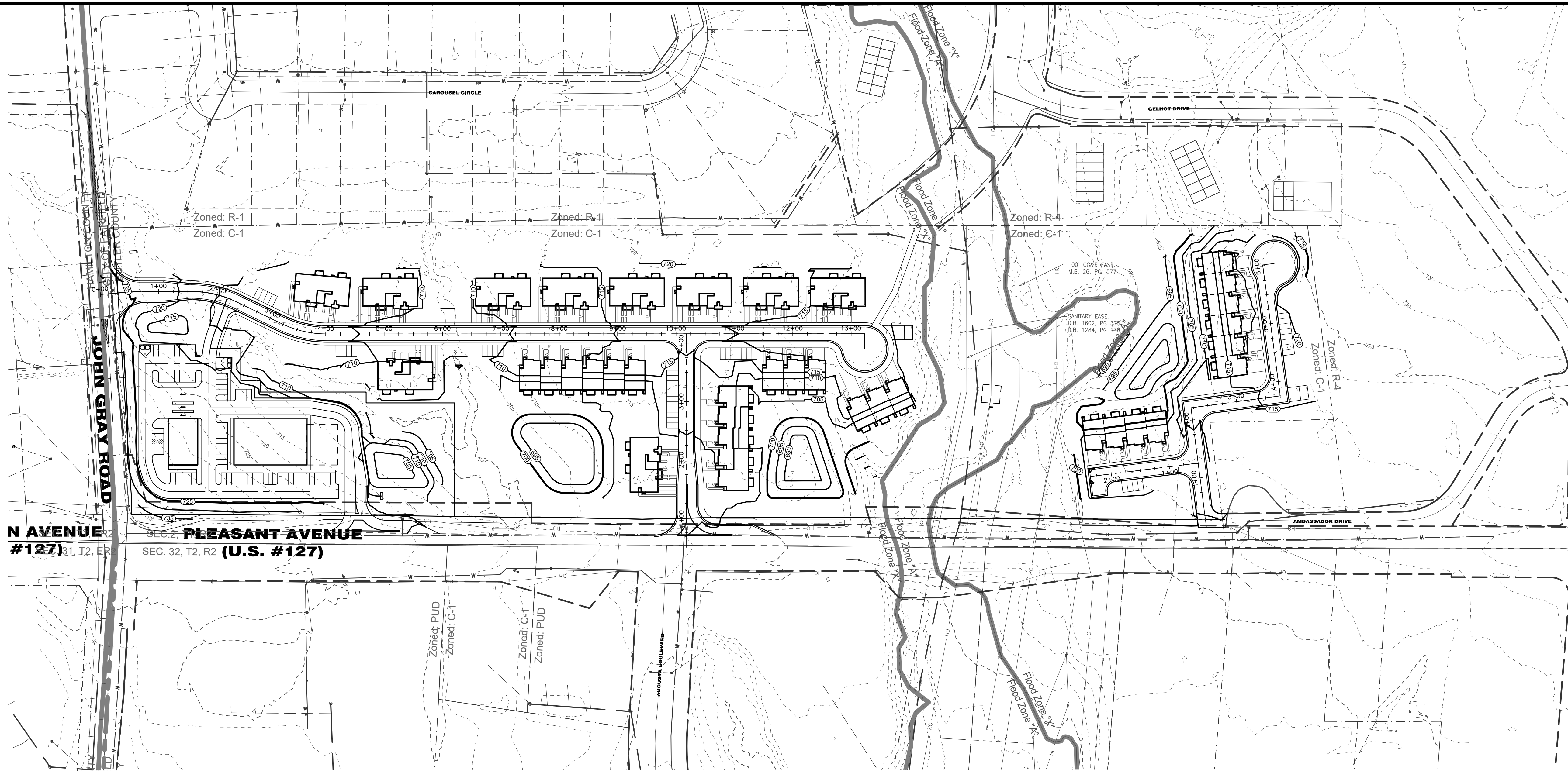
LAYOUT PLAN

**bayer
becker**

www.bayerbecker.com
6900 Tyersville Road, Suite A
Mason, OH 45040 - 513.339.6600

Drawing: 25-0118 CD
Drawn by: AOG
Checked By: CJO
Issue Date: 06-30-25
Sheet:

C3.0

[illegible]

**JOHN GRAY RD & PLEASANT AVE
CONCEPT DEVELOPMENT PLAN**

JOHN GRAY RD & PLEASANT AVE
SECTION 2, OWN 1, RANGE 2 BTM
CITY OF PLEASANT
BUTLER COUNTY, OHIO

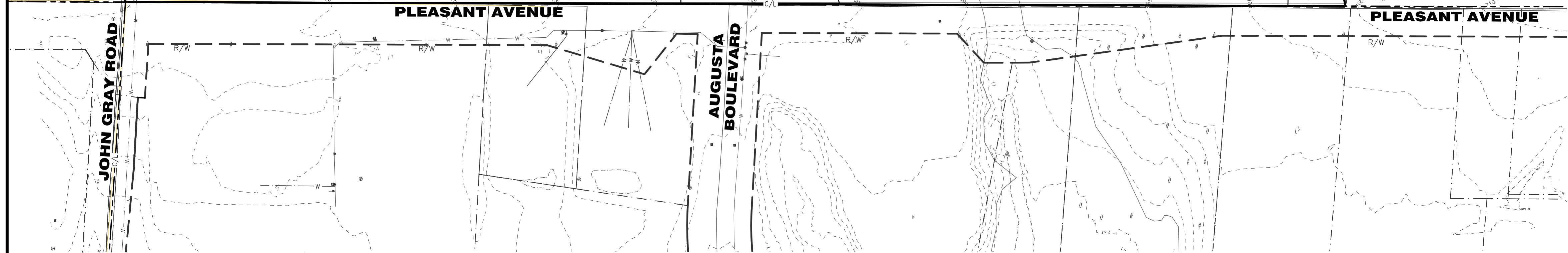
PRR! MINARY GRADING PLAN

**bayer
becker**

www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 • 513.336.6600

Drawing:	25-0118 C
Drawn by:	AJ
Checked By:	CJ
Issue Date:	06-30-2

C5.0



ZONING REQUIREMENTS

EXISTING SITE:	C-1 (NEIGHBORHOOD BUSINESS) (FAIRFIELD)
ADJACENT NORTH:	C-1 (NEIGHBORHOOD BUSINESS) (FAIRFIELD) R-4 (LOW DENSITY MULTI-FAMILY RESIDENTIAL) (FAIRFIELD)
ADJACENT SOUTH:	B-3 (COMMERCE DISTRICT) (COLERAIN)
ADJACENT EAST:	B-1 (INSTITUTIONS AND OFFICE) (FAIRFIELD) C-1 (NEIGHBORHOOD BUSINESS) (FAIRFIELD) C-3 (GENERAL BUSINESS) (FAIRFIELD) PUD (PLANNED UNIT DEVELOPMENT) (FAIRFIELD)
ADJACENT WEST:	R-1 (ONE FAMILY RESIDENTIAL) (FAIRFIELD) R-4 (LOW DENSITY MULTI-FAMILY RESIDENTIAL) (FAIRFIELD)

CITY OF FAIRFIELD

PERIMETER SETBACKS/BUFFERS

- 20' MIN. BUFFER BETWEEN RESIDENTIAL SINGLE FAMILY AND MULTIFAMILY
 - 6' TALL SCREEN PER SUBSECTION B
 - 25' MIN. BUFFER BETWEEN RESIDENTIAL SINGLE FAMILY AND COMMERCIAL
 - 6' TALL SCREEN PER SUBSECTION B
- (B) BUFFERING OPTIONS. WHEN BUFFERING IS REQUIRED, THE FOLLOWING OPTIONS MAY BE UTILIZED TO MEET THE REQUIREMENTS:
- 1) ONE DECIDUOUS TREE PLANTED EVERY 30 LINEAR FEET PLUS A CONTINUOUS ROW OF MINIMUM SIX FOOT TALL EVERGREEN HEDGE OR PLANTINGS
 - 2) SIX FOOT TALL WALL OR OPAQUE FENCE PLUS ONE DECIDUOUS TREE PLANTED EVERY 30 LINEAR FEET
 - 3) A DOUBLE ROW, STAGGERED PLANTING OF MINIMUM SIX FOOT TALL EVERGREEN TREES PLANTED EVERY 125 LINEAR FEET
 - 4) A SIX FOOT TALL EARTHEN BERM WITH DECIDUOUS TREES PLANTED EVERY 30 LINEAR FEET
- NON-OPAQUE FENCES, INCLUDING CHAIN LINK FENCES, WITH OR WITHOUT SLATS, DO NOT MEET THE BUFFERING REQUIREMENTS OF THIS ZONING CODE
 - WHERE PLANTS ARE UTILIZED AS PART OF A BUFFER, SUCH PLANTS SHALL PROVIDE A MINIMUM OF 60% WINTER OPACITY AND AN 80% SUMMER OPACITY WITHIN FIVE YEARS AFTER INSTALLATION

1198 GENERAL REQUIREMENTS

- AT A MINIMUM, ONE STREET TREE PER LOT SHALL BE PLANTED
- Chapter 901
- (1) DEVELOPER SHALL PROVIDE A PLAN FOR THE PLANTING OF STREET TREES ADJACENT TO THE PUBLIC RIGHT OF WAY. PLAN SHALL PROVIDE ONE STREET TREE MINIMUM PER NEW LOT OR ONE TREE EVERY 100 FEET, WHICHEVER IS GREATER.
- (3) SPACING BETWEEN TREES AS FOLLOWS:
- A. THIRTY FEET MINIMUM BETWEEN SMALL TREES
- B. FORTY FEET MINIMUM BETWEEN MEDIUM TREES
- C. FIFTY FEET MINIMUM BETWEEN LARGE TREES

PARKING LOT LANDSCAPING REQUIREMENTS

- THE SQUARE FOOTAGE OF THE INTERNAL PARKING AND VEHICULAR USE AREA, FIVE PERCENT OF THE SQUARE FOOTAGE OF THE VEHICULAR USE AREA, THE TOTAL SQUARE FOOTAGE OF THE INTERNAL LANDSCAPING, AND THE NUMBER OF PARKING SPACES SHALL BE PROVIDED
- (B) INTERIOR REQUIREMENTS: ALL PARKING LOTS GREATER THAN 10 SPACES SHALL ADHERE TO THE FOLLOWING LANDSCAPING REQUIREMENTS:
- 1) ALL PARKING LOTS SHALL CONTAIN A LANDSCAPED AREA EQUAL TO FIVE PERCENT OF THE ENTIRE PARKING LOT. EACH AREA SHALL CONTAIN SHRUBS, FLOWERS, TREES, AND/OR GRASS.
 - 2) TREES SHALL BE PROVIDED AT A RATE OF ONE TREE PER 20 PARKING SPACES
 - 3) LANDSCAPED AREAS SHALL BE DISTRIBUTED THROUGHOUT THE PARKING LOT. ROWS OF PARKING SPACES SHALL BE INTERRUPTED, AT A MINIMUM, EVERY 20 SPACES BY A PLANTING ISLAND THAT IS A MINIMUM EIGHT FEET WIDE AND IS 18 FEET IN LENGTH.
 - 4) IF LANDSCAPING REQUIREMENTS INTERFERE WITH THE PARKING REQUIREMENTS IF CHAPTER 1151.0, FLEXIBILITY IN THE LANDSCAPING REQUIREMENT AND/OR PARKING REQUIREMENT MAY BE PERMITTED BY THE PLANNING COMMISSION.

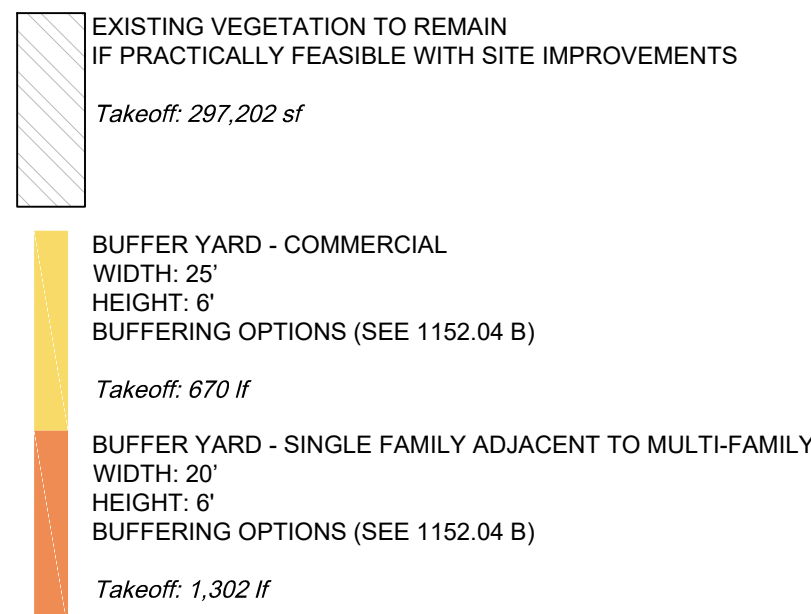
OTHER REGULATIONS

- (A) DECIDUOUS TREES SHALL BE PLANTED AT A MINIMUM SIZE OF 1.5 CALIPER INCHES IN DIAMETER, MEASURED SIX INCHES ABOVE GRADE
- (B) SHRUBS THAT ARE TO BE USED IN BUFFERING OR SCREENING SHALL BE A MINIMUM SIZE OF 24 INCHES IN HEIGHT AT THE TIME OF PLANTING AND PROVIDE YEAR-ROUND SCREENING. SHRUBS USED IN THE INTERIOR PARKING AREAS, ALONG BUILDING FRONTAGES, OR IN OTHER SUCH MANNERS SHALL NOT BE SUBJECT TO MINIMUM HEIGHT OR SIZE REQUIREMENTS
- (C) EVERGREEN TREES THAT ARE TO BE USED IN BUFFERING OR SCREENING SHALL BE A MINIMUM SIZE OF SIX FEET IN HEIGHT AT THE TIME OF PLANTING
- (D) TREES THAT ARE REQUIRED ALONG A LINEAR FOOTAGE CAN BE CLUSTERED OR SPACED IN A NON-UNIFORM MANNER IN ORDER TO AVOID UTILITY INFRASTRUCTURE, SIGNAGE, ACCESS DRIVES, OR OTHER SUCH ITEMS. SUCH ALTERNATE SPACING SHALL NOT REDUCE THE NUMBER OF REQUIRED TREES
- (E) TREE SPACING REQUIREMENTS ALONG LINEAR FRONTAGE SHOULD BE MEASURED FROM THE CENTER POINT OF THE PROPOSED TREE TO CENTER POINT OF THE ADJACENT TREE

RESIDENTIAL PUD DEVELOPMENT STANDARDS

1. COMMON OPEN SPACE SHALL COMPRISE OF AT LEAST 20% OF THE LAND USE AREA OF THE PUD

CONCEPT GRAPHICS SCHEDULE



CONCEPT PLANT SCHEDULE



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE CONCEPT DEVELOPMENT PLAN FOR THE PLEASANT AVENUE AND JOHN GRAY ROAD 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 1130.01(B)(2), is hereby amended by changing the zoning classification of the 24 acres located at the northwest corner of Pleasant Avenue and John Gray Road from its present C-1, Neighborhood Business District classification by approving the concept development plan for the Pleasant Avenue and John Gray Road 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

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 Communication
Regular Meeting - August 11, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

2025 Boards and Commissions Appointments

Legislation Title:

Simple Motion: Motion to approve the following 2025 Boards/Commissions Appointments effective August 11, 2025:

- Steven DeSalvo - Board of Zoning Appeals, partial term expires 3/31/2029
- Kyle Jones - Environmental Commission, partial term expires 3/31/2027

Recommendation:

It is recommended that City Council, via simple motion, appoint the named residents to serve on the various boards and commissions effective August 11, 2025.

Discussion:

Two mid-year vacancies were created when volunteers from the Board of Zoning Appeals and Environmental Commission were selected to serve on the Sustainability Commission. An advertisement to accept applications for those vacancies was published from June 12, 2025 through July 6, 2025. Kyle Jones applied for the Environmental Commission vacancy, was interviewed by the Parks & Recreation Board and is recommended for appointment. No applications were received during the posting for the Board of Zoning Appeals vacancy. Following the application period, staff contacted Steven DeSalvo, who previously served on Fairfield's Design Review Committee and has a background in construction administration, and he has indicated interest in filling the BZA vacancy.

Financial Impact:

None

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: City Manager's Office - COO

Subject:

Contract with MKSK, and necessary appropriations, for design services for Marsh Park Master Plan Phase 1 implementation

Legislation Title:

Ordinance to authorize the City Manager to enter into a professional services contract with MKSK, Inc. for engineering and architectural services as related to the implementation of the Marsh Park Master Plan - Phase 1.

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract with MKSK, Inc., from Cincinnati, Ohio, and appropriate up to \$1,242,400 including limited contingency, for engineering, architectural, and other related professional design services for the advancement of Phase 1 of the City's Marsh Park Master Plan.

Discussion:

This project will allow for all design and permitting services necessary to advance Phase 1 of the City's Marsh Park Master Plan. Phase 1 of the Plan incorporates the "level 1 priorities" and amenities concentrated in the southwest corner of the Park. These include but are not limited to: enhanced park entrance; new parking lot(s); new trails and neighborhood connections; new fishing pier(s); new boat launch; a flexible lease space commercial building that also includes publicly-accessible restrooms and concession/bait shop; and improved landscaping, lighting, and signage.

In April of 2025, Fairfield's City Council approved the Marsh Park Master Plan as prepared by Designing Local. Following Plan adoption, City Council tasked staff to advance the first phase of the plan implementation as quickly as possible. The goal of this project is to have bid-ready construction drawings and specifications prepared and advertised so that construction activities can commence on or before Q1 of 2027.

The City advertised a Request for Qualifications (RFQ) for design services for this project in May 2025 (attached). The City received responses from 7 design firms. In accordance with

Ohio Revised Code requirements, City staff evaluated all responses based on published evaluation criteria and weighting factors. Based on this qualifications evaluation, the City selected the 2 best responses and then held face-to-face interviews with these firms. Interviews were held during the last week of June. Following the interviews, the City made the determination that MKSK, Inc. is the best firm to supply the necessary design and engineering services to advance this project. The MKSK statement of qualifications response, submitted 5/23/2025, is attached for review. The RFP scoring matrix and the interview scoring matrix are available upon request.

MKSK's final pricing and scope of work proposal is attached for Council review. A contractual appropriation, including limited contingency, is requested in the amount of not-to-exceed \$1,242,400. NOTE: The Fairfield team in partnership with MKSK will first complete Task 1 (Concept and Schematic Design) at a lump sum cost of \$364,175 before advancing to Tasks 2 and 3. Task 2 (Design Development) and task 3 (Construction Documents) will be advanced "if authorized" by the City. The estimated construction cost to implement Phase 1 of the Master Plan is between \$9-12 million.

Financial Impact:

A contractual appropriation is requested for MKSK in the amount not-to-exceed \$1,242,400, including contingency. Funding for this project is included in the approved 2025-2029 Capital Improvement Program (CIP) under projects 6PR11 and 7PR11 - "Marsh Park SW Improvements". In order to advance this project in an expeditious manner, this 2026 and 2027 funding is now requested in 2025. The funding source is 413, Park Development. Any additional funds needed for this project should also be redirected from Fund 413.

Emergency Provision:

No.

Rule Suspension Requested:

Yes.

ATTACHMENTS:

1. Marsh Park Master Plan Implementation MKSK 052325
2. Fairfield OH - Marsh Park AE REQUEST FOR QUALIFICATIONS - May 2025
3. 250801 Fairfield Marsh Park DRAFT Scope-MKSK
4. MKSK INC-ORD

MARSH PARK MASTER PLAN IMPLEMENTATION PROJECT

MAY 23, 2025

TABLE OF CONTENTS

COVER LETTER	P. 1
TEAM QUALIFICATIONS	P. 3
EXAMPLE EXPERIENCE	P. 9
PROJECT APPROACH	P. 12



May 23, 2025

MKSK1818 Race Street
Cincinnati, Ohio 45202Adam Sackenheim
Assistant City Manager
City of Fairfield, Ohio
5350 Pleasant Avenue
Fairfield, OH 45014**RE: REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL DESIGN SERVICES FOR CITY OF FAIRFIELD, OHIO**

Dear Mr. Sackenheim:

On behalf of the MKSK team, I'm honored to share our qualifications in response to the Request for Qualifications for the Marsh Park Master Plan Implementation Project issued by the City of Fairfield, Ohio. We have prepared our Statement of Qualifications in response to the contents of the RFQ, our experience working on similar projects, and in regard to our ongoing relationship working with the City of Fairfield on recent planning and design projects including the recently completed River Road West Multi-Use Trail Feasibility Study, and the Fairfield Connects Connectivity Master Plan. Within this submittal you will find the information requested in the RFQ requirements including our team composition and roles, project experiences, and project approach.

We have assembled a team of collaborative thought leaders in park planning and design with experience in park planning, community engagement, sustainability, Architecture, Engineering, and Landscape Architecture. There are many layers to understand and explore within this project, and our team is experienced and prepared to work closely with you to lead this process and establish the first phase of Marsh Park's implementation on a trajectory for success. Our Team is as follows:

- **MKSK** (Landscape Architecture + Park Planning): Project management, public engagement, existing conditions analysis, concept design through construction documentation, bidding & construction administration, estimates of probable cost.
- **emersion DESIGN** (Architecture): Building programming, schematic design through construction documentation of proposed flexible lease space commercial building, restroom facility, concession/ bait shop, fishing pier/dock, sustainability lead and accessibility review
- **LJB** (Civil Engineering): Site survey and base information, sediment & erosion control, grading & drainage design, vehicular paving and drives, floodplain and related agency coordination with proposed improvements, above and below-ground utilities
- **CMTA** (MEP Engineer): Plumbing, mechanical & electrical design of above-described architecture
- **Schaefer** (Structural Engineer): Structural engineering design
- **City of Fairfield, Parks & Recreation Department**: The Core Team of Parks and City staff will support the planning and design work, and facilitate any community engagement efforts that may be needed.

Based on our understanding of the recently completed Marsh Park Master Plan, we anticipate the potential impact of this first phase of park improvements would highlight the unique landscapes and outdoor experiences that are critical to elevating the park's identity and establishing it as a recreational destination for Fairfield residents and the surrounding communities. Our Project Manager, Jack McGlasson, has visited the site and is very familiar with the surrounding area following his recent experience leading the River Road West Multi-Use Trail Feasibility Study. In addition to improved access to/throughout the park and regional connectivity via the extension of the Great Miami River Trail, key features of the proposed design like the fishing pier & dock, boat launch, flexible-use building including restrooms, and potential additional amenities such as a play area or shelters would provide unique experiences for all park users and visitors.

We have prepared our approach based on the anticipated commencement of design services beginning this summer (2025), with construction starting on or before Q1 of 2027. Our approach, broken down into four (4) primary tasks (Schematic Design, Design Development, Construction Documents, and Construction Administration), provides a process that includes public and stakeholder engagement and feedback throughout the process. We recommend a combination of in-person and virtual engagement platforms that will ensure an interactive, transparent, and informed process at every step of the project. We are also anticipating regular in-person and virtual meetings with the Client Core Team (City of Fairfield Parks & Recreation Department project manager, and others, as selected by you).

We are enthusiastic about building upon our collaborative relationship with the City of Fairfield on this exciting transformative project for the Parks & Recreation Department's system. We look forward to discussing our team and approach with you in the coming weeks.

Respectfully submitted,
MKSK, Inc.

Andy Knight, ASLA, PLA, Principal in Charge
aknight@mkskstudios.com | 859.559.7337

MKSK

PARK PLANNING, DESIGN, LANDSCAPE ARCHITECTURE

PRIMARY CONTACT

Jack McGlasson
ASLA, PLA, Project Manager
jmcglasson@mkskstudios.com
Direct: 859.240.6729

1818 Race Street
Cincinnati, OH 45202

RELEVANT SERVICES

Landscape Architecture
Parks & Recreation Planning
and Design
Trails/Greenway Design
Connectivity & Accessibility
Planning and Design
Public Space Design
Community Engagement
ADA Compliance
Sustainable Design
Community Engagement

MKSKSTUDIOS.COM

STAFF CAPACITY

MKSK has approximately 330 active projects. This represents about 65% of our capacity for our current staff of 144 over the next 12 months. MKSK can successfully meet and exceed every need of this project within the project time frame.

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of twelve regional metropolitan studios in Indiana, Ohio, Illinois, Kentucky, Michigan, South Carolina, Florida, Georgia, New York, and the District of Columbia. We approach planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design. We help communities and our clients meet the challenges of changing global conditions by addressing resiliency and sustainability. We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good.

Build on Local Strengths: The strategies for the design and planning of significant community infrastructure must be faithful to the historical, cultural, and social qualities that are unique to each part of the community. By carefully discerning and then building on these authentic qualities, we can encourage civic pride, community stewardship, and a strong sense of place.

Build for People: The defining quality of MKSK's approach is improving the relationship of place and people. Decades of research has brought to light the role that our communities and built environment play in shaping our experiences and life outcomes, and this research has supported a body of urban design knowledge that underpins all of MKSK's work.

Build Long-Term Value: By focusing on the relationship of people and place first, we are building the framework for long-term value. When planned and designed well public parks and green spaces play a unique role in driving economic value and community benefit. There is a growing global recognition of the significant positive impact that parks, trails, and greenspace can have on economic competitiveness, public health, social well-being, environmental uplift, and a wide range of equity dynamics. Managing, programming, and connecting these public spaces to the rest of the community will be important as we plan for the future and design for the future.

COMMUNITY ENGAGEMENT

Community involvement and engagement is a fundamental part of our urban planning and design approach. The success of the public engagement process is a critical step in building understanding, support, and ownership of focus areas that will ultimately lead to effective implementation across time.

Our team views the early stages of a planning project as a time for learning and collaboration. It is here that we invite the public and stakeholders to share with us the issues and considerations important within a community. This knowledge, and the relationships built through this process, guides our planning efforts as we develop ideas and strategies to address project issues. The testing of those ideas, through further public engagement, ultimately provides us with a consensus-based direction. Our goal is to form a shared and "living" vision. To reach this goal, we cast a wide net, which often includes residents, business interests, development community members, key stakeholders, elected officials, and public agencies. Opportunities to engage the public can be in the form of traditional open houses, forums, or focus group sessions, or online through web-based meetings, surveys, and via social media platforms.

Our public participation toolbox blends traditional methods with fresh approaches adapted to hands-on engagement together with 24-hour community information and dialogue on web-based platforms. Every project and community is unique, so for each we refine an engagement tool kit in close consultation with the Working Group. The more traditional public participation and engagement opportunities incorporated in this process include stakeholder interviews, walking tours, and public meeting visioning workshops.

PASSIONATE ABOUT
PEOPLE & PLACE



**CONTACT**

Brett Macht, RA, NCARB,
LEED AP BD+C, Principal
brett.macht@
emersiondesign.com
513.841.3901

310 Culvert St. #100
Cincinnati, OH 45202

ARCHITECTURE

emersion DESIGN was founded in 2007 by a small group of five architectural and engineering professionals who desired to advance clients in a thoughtful and strategic way by creating a better service-oriented, mission-focused firm. Through the founders' philosophies, values, and transparency to clients and employees —emersion's purpose was born.

We Advance Clients who Advance Society by designing highly sustainable, cost effective, and beautiful spaces, places, and buildings. Most building owners believe that highly energy efficient and sustainable buildings are out of reach. As a result of our collaborative and integrative design process, we have successfully debunked the myth that highly sustainable solutions cost more.

We are honored to serve clients who educate, innovate, and protect our future.

**CONTACT**

Pete Battaglia, P.E., LEED AP,
Senior Project Manager
pbattaglia@ljbinc.com
937.259.5001

2500 Newmark Drive
Miamisburg, OH 45342

CIVIL ENGINEERING

LJB Inc., founded in 1966, is a national engineering firm driven to think bigger. We specialize in infrastructure and structural engineering, as well as geospatial, safety, health and environmental services. We diligently execute ideal solutions alongside public and private owners and their contractors responsible for land, the environment and infrastructure: roads, bridges, buildings, utilities and engineered safety systems.

Improving infrastructure, improving communities, improving quality of life—that's why we're in business. With a history rich in public projects, our team understands the importance of providing innovative and economical designs that are built to last – especially when public money is involved.

**CONTACT**

Kyle Waymeyer,
LEED AP BD+C, CEM, Partner
kwaymeyer@cmta.com
859.533.0130

1100 Sycamore St. #400
Cincinnati, OH 45202

MEP ENGINEERING

CMTA is a multi-specialty firm that focuses on building systems engineering – designing cost-effective, energy-efficient, high-performance buildings. We function as a trusted partner and guide for the owner and design team bringing energy reduction, decarbonization, and health and wellness goals to fruition. As CMTA strives to improve the built environment, we also invent products, set national goals, and work to transform the market to improve results for everyone. We define our innovative approach to engineering as — **Building Science Leadership**.

We are Data Driven, and Results Proven. Over the last 20 years, we have collected utility data on our projects, allowing us to continually improve our approach. This database means we design from verified information and not engineering theories, as well as understand how to make these buildings a reality without extra first costs.

**CONTACT**

Doug Steimle, P.E., Principal
doug.steimle@schaefer-inc.com
513.699.2580

537 E. Pete Rose Way #400
Cincinnati, OH 45202

STRUCTURAL ENGINEERING

Schaefer is open-minded in our approach + thinking — thought leaders with diverse experience. Our clients partner with us for our collaborative structural engineering services: planning, design, inspection, investigation. With a creative approach supported by an understanding of market trends, we can design adaptive structures that meet owners' needs. Our people enhance communities through smart, innovative structures. Our firm includes 100+ team members. We are licensed in every state and are 15 years into full implementation of BIM. Founded in 1976, Schaefer has offices in Cincinnati, Columbus, and Phoenix.

**Education**

The Ohio State University, Master of Landscape Architecture

University of Tennessee, Bachelors in Landscape Design

Registration

Registered Landscape Architect, OH, KY, MI, MD, TN, UT
CLARB Certified Landscape Architect

Professional Affiliations

American Society of Landscape Architects

Boards & Commissions

National Inclusive Play Advisory Board, Kentucky Chapter ASLA Advocacy Board

ANDY KNIGHT, ASLA, PLA

PRINCIPAL IN CHARGE, LANDSCAPE ARCHITECT

MKSK

Andy understands how thought-provoking design adds value to the public realm, and this understanding is incorporated into a team-wide approach toward the design of evocative public space. His project achievements and impactful project leadership results in the creation of public places that embody the character of place while balancing the spectrum of functional, technical, and sustainable principles. Andy is acutely entrenched in the design and implementation of each project and emphasizes the importance of detail in realizing great design. His work includes public realm revitalization initiatives, dynamic and productive landscapes, and vibrant public spaces that promote a diversity of social uses and cultural traditions.

Availability on Project: 25%**Select Project Experience:**

Tom Jones Commons at Eden Park, Cincinnati, Ohio. Principal in Charge.

Kuliga Park Amphitheater and Improvements, Green Township, Ohio. Principal in Charge.

Summit Park Adventure & Nature Playgrounds, Blue Ash, Ohio. Project Landscape Architect.

Sharon Centre Nature Playground - Great Parks of Hamilton County, Sharonville, Ohio. Principal in Charge.

Winton Woods Multi-Use Trail - Great Parks of Hamilton County, Hamilton County, Ohio. Principal in Charge.

Lawrenceburg Civic Park, Lawrenceburg, Indiana. Principal Landscape Architect.

Waterfront Park Phase 4, Louisville, Kentucky. Principal in Charge.

Bowling Green Riverfront Park Master Plan & Design, Bowling Green, Kentucky. Principal in Charge.

Jennings Creek Greenway Study, Bowling Green, Kentucky. Principal in Charge.

Great Parks of Hamilton County Park & Facility Master Plans (Campbell Lakes Preserve, Lake Isabella, Winton Woods Harbor, Sharon Woods Harbor, Miami Whitewater Forest), Hamilton County, Ohio. Project Landscape Architect

Washington County Parks and Recreation Plan, Washington County, Pennsylvania. Principal in Charge.

West Louisville Outdoor Recreation Initiative, Louisville, Kentucky. Principal in Charge.

JACK MCGLASSON, ASLA, PLA

PROJECT MANAGER, LANDSCAPE ARCHITECT

MKSK**Education**

University of Kentucky, Bachelor of Science in Landscape Architecture, 2008

Registration

Registered Landscape Architect, OH, KY

Professional Affiliations

American Society of Landscape Architects

Ohio Chapter American Society of Landscape Architects

Kentucky Chapter American Society of Landscape Architects

Jack finds great reward in projects that celebrate the unique relationships between people and place and allow for engaging in a collaborative, community building process. Jack brings over 16-years-experience managing projects from conceptual planning through implementation across a wide range of public and private projects including parks, campuses, streetscapes, and urban developments. He is passionate about delivering both the overall design vision on projects as well as the finer-grain details through construction to ensure projects exceed expectations.

Availability on Project: 40%**Select Project Experience:**

Tom Jones Commons at Eden Park, Cincinnati, Ohio. Project Manager.

Westwood Town Hall Park, Cincinnati, Ohio. Project Manager.

Sharon Centre Nature Playground - Great Parks of Hamilton County, Sharonville, Ohio. Project Manager.

Winton Woods Multi-Use Trail - Great Parks of Hamilton County, Hamilton County, Ohio. Project Manager.

Summit Park Nature Playground, Blue Ash, Ohio. Project Landscape Architect.

Great Parks of Hamilton County Park & Facility Master Plans (Campbell Lakes Preserve, Lake Isabella, Winton Woods Harbor, Sharon Woods Harbor, Miami Whitewater Forest), Hamilton County, Ohio. Project Landscape Architect

Cincinnati Nature Center Groesbeck Lodge, Milford, Ohio. Project Landscape Architect.

Bicentennial Commons - Cincinnati Park Board, Cincinnati, Ohio. Project Manager.

Washington Park, Cincinnati, Ohio. Project Landscape Architect.*

Tom Wallace Lake - Jefferson Memorial Forest, Louisville, Kentucky. Project Landscape Architect.*

McNeely Lake Park, Louisville, Kentucky. Project Landscape Architect.*

*Experience prior to MKSK



Availability: 15%

KEVIN DICKE, ASLA, PLA

Senior Associate, Landscape Architect

Kevin integrates a creative design approach with attention to construction detail and practicality. Kevin has more than 20 years experience with both public and private clientele. His expertise includes urban site analysis, streetscape design, conceptual design, master planning, construction documentation, cost estimating, and construction administration/inspection. **Education:** The Ohio State University, Bachelor of Science Landscape Architecture, 1996 **Registration:** Registered Landscape Architect, State of Ohio, Commonwealth of Kentucky

Experience: Summit Park, Blue Ash, OH; Kuliga Park and Amphitheater and Improvements, Green Township, OH; Tom Jones Commons at Eden Park, Cincinnati, OH; Evanston Park, Cincinnati, OH; Evanston Aquatic Center, Cincinnati, OH

MKSK

Availability: 40%

ANDY POLEFRONE

Designer

Andy has four years of experience helping design high profile projects across the United States. His experience includes public park planning and design, educational and play landscapes, campus landscape design, public art and museum landscapes, streetscape enhancement and corridor planning, trail design, and public engagement. Before becoming a landscape designer, he worked for more than 10 years in art, design fabrication, and landscape construction. **Education:** The Ohio State University, Masters of Landscape Architecture, 2020; Cornell University, Bachelor of Fine Arts in Studio Art, 2010

Experience: Miami University Sustainability Park, Oxford, OH; Monument Circle Park, Indianapolis, IN*; University School Play Park + Arboretum, Shaker Heights, OH*; Hemisfair Civic Park, San Antonio, TX*; John Treviño Jr. Metropolitan Park, Austin, TX*
*Experience prior to MKSK

MKSK

Availability: 10%

BRETT MACHT, RA, NCARB, LEED AP BD+C

Architectural Project Manager

Brett is people focused and values collaboration. His primary focus is on master planning, design, and construction administration for high performing, regenerative, learning environments and cultural facilities. Brett has managed and designed complex, multi-phased projects ranging from small renovations to 250,000 sf educational facilities. He also works to ensure that expectations are clearly identified and met. **Education:** Bachelor of Architectural Engineering Technology, University of Cincinnati, 2009 **Registration:** Registered Architect, OH **Availability:** 10%

Experience: Sycamore Park Observation Deck, Work from Park Concept, Clermont County, OH; Shaker Trace Seed Nursery, Sharon Woods/Miami Whitewater/Winton Woods Harbor Revitalizations, Hamilton County, OH; Long Branch Farms & Trails Master Plan, New Conservation Facility, New Visitor Center & NZE Strategies – Cincinnati Nature Center, Cincinnati, OH; Living Building Education Center – Camp Joy; Natural Playscape – Bethany Schools

emersion
DESIGN

Availability: 15%

NIKKI GOLDSTEIN, RA, NCARB, LEED AP BD+C

Design Architect

In the ever-changing nature of architecture, Nikki uncovers the best possible outcomes at the intersection of cost, function, & aesthetics. With expertise in visualization, her thoughtful approach and inquisitive nature allows her to sift through multiple design solutions to find the right fit for all stakeholders. **Education:** Master of Architecture, 2019, Bachelor of Architecture, 2015, University of Cincinnati **Registration:** Registered Architect, OH **Availability:** 15%

Experience: Shaker Trace Seed Nursery, Sharon Woods/Miami Whitewater/Winton Woods Harbor Revitalizations - Great Parks of Hamilton County, Hamilton County, OH; Long Branch Farms & Trails: Master Plan, New Conservation Facility, New Visitor Center & NZE Strategies – Cincinnati Nature Center, Cincinnati, OH; Covington Alleys Master Plan, Covington, KY; New Headquarters & Community Space – Clifton Cultural Arts Center, Cincinnati, OH; Elephant Exhibit Master Plan – Cincinnati Zoo & Botanical Gardens, Cincinnati, OH* *Experience prior to emersion

emersion
DESIGN

Availability: 15%

AMY GREEN, NCIDQ, GGP

Interior Designer

Amy's entire career has been centered on health and sustainability issues. Bolstered by her completion of the Yale University's School of Public Health's Climate Change and Health certificate program, she advances clients through the intersection of environmental awareness, intentional communication, and resilient interior design. **Education:** Bachelor of Interior Design, University of Cincinnati, 2008 **Registration:** National Council for Interior Design Qualification **Availability:** 15%

Experience: Park Shelter Study - Clermont County Park District; Shaker Trace Seed Nursery - Great Parks of Hamilton County; Living Building Education Center - Camp Joy; Carl M. Jacob Research Center/Marek Family Commons & Classroom Renovation, Schmidlapp Gallery Renovation, Rosenthal Education Center, Lobby & Gift Shop Renovation, Mary R. Schiff Library & Archives, Longworth Wing Renovation – Cincinnati Art Museum; New Headquarters & Community Space - Clifton Cultural Arts Center; New Mass Timber Headquarters - Cincinnati Public Radio

emersion
DESIGN



Availability: 25%

ADAM LUGINBILL, RA, NCARB, LEED AP

Project Architect



Adam has over 25 years of experience in designing projects that endure. His focus has been on institutional clients such as governmental entities, universities, and museums who value high-performance and low life-cycle cost. He looks for opportunities to make the best use of a project's budget to develop solutions that address the most critical needs of the building and its users. Adam was the LEED AP for the first LEED Platinum building in Ohio, and he continues to bring sustainable solutions to every project. **Education:** Bachelor of Architecture, Cornell University, 1998; **Registration:** Registered Architect, OH; National Council of Architectural Registration Boards

Experience: Shaker Trace Seed Nursery, Sharon Woods/ Miami Whitewater/Winton Woods Harbor Revitalizations - Great Parks of Hamilton County; Front Entry Ramp - Cincinnati Art Museum; New Mass Timber Headquarters - Cincinnati Public Radio; New Headquarters & Community Space - Clifton Cultural Arts Center; Facilities Assessment Master Plan & Sustainability Goal Setting - Colerain Township; Renovated Student Affairs Multicultural Study Center - University of Cincinnati; Visitors' Center (LEED Platinum) - Fernald Preserve



Availability: 5%

CHAD EDWARDS, RA, NCARB, LEED AP, LFA

Sustainability Manager



Chad's career is fully rooted in stewardship and service. With over 25 years of experience, Chad continues to build his wealth of architectural, design, and environmental expertise only to better serve those around him. Chad has worked on nine Net-Zero Energy (NZE) and 15 NZE Ready projects. His thoughtful work has earned design awards from the AIA, IIDA, SEGDC, USGBC, and the Trailblazer Award from the International Net-Zero Conference. Chad's active promotion of urban and sustainable principles has garnered speaking engagements at symposia such as the Cities Alive National Conference, Green Build, and The International Education Summit. **Education:** Bachelor of Architecture, University of Cincinnati, 1994; **Registration:** Registered Architect, OH; National Council of Architectural Registration Boards

Experience: Long Branch Farms & Trails Master Plan and New Conservation Facility, New Rowe Visitor Center - Cincinnati Nature Center; Shaker Trace Seed Nursery, Sharon Woods/Miami Whitewater/Winton Woods Harbor Revitalizations - Great Parks of Hamilton County; Living Building Education Center - Camp Joy



Availability: 60%

PETE BATTAGLIA, P.E., LEED AP

Senior Project Manager, Civil Engineer



Pete is a senior civil engineer with 50 years of experience who specializes in site engineering design and master planning. He uses the latest engineering techniques to design and maintain flexible (asphalt) and rigid (concrete) pavements, including a strong knowledge of soils, hydraulics, and material properties, for new construction, rehabilitation and maintenance of pavement and parking projects. He is known for his maintenance recommendations that result in the highest long-term benefit and lowest cost for his clients. As a LEED accredited civil engineer, he ensures that LJB's designs achieve the highest levels of sustainability. **Education:** B.C.E., Civil Engineering, University of Dayton, 1983 **Registration:** Professional Engineer, OH, LEED Accredited Professional

Experience: Stubbs Memorial Park, Phases I & II, Centerville, OH; RV Camping Area, Dayton, OH; Levitt Pavilion for Performing Arts, Dayton, OH; Uptown Streetscape Improvements, Centerville, OH; Hobson Freedom Park Site Improvements, Beavercreek Township, OH



Availability: 50%

KYLE WRIGHT, P.E.

Civil Engineer



Kyle is a civil engineer and project manager with 11 years of experience in site engineering management, site development, construction administration, permitting and surveying on private, municipal, county, and federal projects. He has experience managing and designing for a variety of clients and projects including schools, healthcare, residential, parking lots, utility extensions/replacements, and multiuse paths. **Education:** B.C.E., Civil Engineering, University of Dayton, 2013 **Registration:** Professional Engineer, OH

Experience: Red Brook MetroPark Restor/Enhancement, Ashtabula County, OH; Stubbs Memorial Park, Phases I & II, Centerville, OH; Atwood Lake Peninsula Master Plan, New Philadelphia, OH; Grand River Kayak Ramp and Parking Lot, Ashtabula County, OH; Uptown Streetscape Improvements, Centerville, OH



Availability: 55%

DAVID HULSMAYER, P.S.

Surveyor



David is a professional land surveyor with 38 years of experience with traditional and highly technical survey systems. He is proficient in topographic, boundary, utility, and as-built surveys and right-of-way plan development and review. He works closely with clients on planning and surveying of commercial, institutional, industrial and infrastructure projects. He has expertise leading multiple survey crews, analyzing property corner evidence and closure calculations, and preparing land descriptions, plats, and ROW acquisition drawings/descriptions. **Education:** B.S., Construction Mgmt., N Kentucky University, 2010; A.A.S., Cincinnati State Technical & Community College, Surveying, 2008 **Certification:** ODOT - Right of Way Plan Development; **Registration:** Professional Surveyor, OH, KY, TN



Availability: 30%

KYLE WAYMEYER, LEED AP BD+C, CEM

Project Manager, Lead Mechanical Engineer



Kyle has over 12 years of experience designing energy efficient HVAC and controls systems for all types of facilities in the higher education and K-12 markets. He understands the needs of educators and students alike and designs systems with the stakeholders in mind. **Education:** B.S., Mechanical Engineering, University of Cincinnati, 2008 **Certification:** LEED AP BD+C Accredited Professional, Certified Energy Manager through AEE

Experience: Great Parks of Hamilton County - Shaker Trace Seed Facility, Sharon Woods Harbor Revitalization, Werk Road Park Improvements, Cincinnati, OH; Cincinnati Nature Center - MEP Assessments, Groesbeck Estate Renovation*, Krippendorf Lodge Assessment*, Milford, OH; *Experience prior to CMTA



Availability: 30%

JIM MESSNER, P.E., LEED AP

Lead Electrical Engineer



Jim has 20 years of proven electrical design experience, including lighting, lighting controls, power distribution, fire alarm layouts, and specifications for a variety of projects. Jim has completed building and energy assessments including lighting, power distribution, and fire alarm systems. He has completed numerous site lighting designs for developments, roadways, parks, and athletic facilities. **Education:** B.S., Electrical Engineering, University of Cincinnati, 2002 **Registration:** Licensed Professional Engineer: OH, KY, IN, KS, FL, SC, NC, GA, IL, PA, MO, LA, NV, WV, AZ, and CO

Experience: Great Parks of Hamilton County - Shaker Trace Seed Facility, Sharon Woods Harbor Revitalization, Werk Road Park Improvements, Cincinnati, OH; Cincinnati Art Museum - Longworth Hall Renovation, Level B. Commons Renovation/ Addition, Emergency Power Needs, Cincinnati, OH; Madeira Municipal Plaza, Madeira, OH; Warren County Sports Park At Union Village Multi-Purpose Fields, Warren County, OH; City of Mason - Streetscape Enhancements, Aquatic Center Parking Improvements, Mason, OH



Availability: 20%

BRAD BRUENING, P.E., LEED GA, CPD

Lead Plumbing Engineer



Brad is a plumbing systems and fire protection engineering specialist. His training includes studies in fluid dynamics and thermodynamics. His experience covers complete design over numerous plumbing systems including domestic hot and cold water, and compressed air and gases. With his extensive knowledge of both plumbing and fire protection codes, he has the ability to manage multiple projects simultaneously and ability to work in high-pressure environments, Brad adds strength to any project team to which he is assigned. **Education:** B.S., Mechanical Engineering, University of Cincinnati, 2006 **Registration:** Professional Surveyor, OH, KY, MI, IN

Experience: Great Parks of Hamilton County - Shaker Trace Seed Facility, Cincinnati, OH; Kacie Jane Park, Springboro City Parks, Springboro, OH; Miamisburg Riverside Park, Miamisburg, OH; Lubber Run Community Center & Park, Arlington, VA



Availability: 50%

DOUG STEIMLE, P.E.

Principal, Structural Engineer



Doug is one of our senior level engineers. He is recognized in the design of tall wood + hybrid-frame buildings and has presented to architects, engineers and developers across the country through organizations including WoodWorks, American Society of Civil Engineers, and Structural Engineers Association of Ohio. Throughout his career, Doug has worked on a variety of recreational projects designing safe, efficient structures for communities. **Education:** Bachelor of Science, Civil Engineering, University of Cincinnati, 1997 **Registration:** Professional Engineer, OH, KY, SC, FL, MA, NY

Experience: Great Parks of Hamilton County Harbor Revitalization Projects, Cincinnati, OH; City of Deer Park Chamberlin Park Music Pavilion, Deer Park, OH; Great Parks of Hamilton County Shaker Trace Seed Nursery Improvements, Harrison, OH; Great Parks of Hamilton County Highfield Discovery Garden, Cincinnati, OH



Availability: 35%

LUKE BUTLER, P.E.

Project Manager, Structural Engineer



As a project manager, Luke leads + manages projects from kick-off to punch list, and collaborates with his structural engineering team as well as the rest of the design + construction team members at every step of the way. His creative approach stems from his diverse project experience and 14 years expertise in the industry. Luke is passionate about exceptional design and helps to bring the design team's vision to life. Luke can be X% available for this project. **Education:** Master of Science, Civil Engineering, University of Cincinnati, 2013; Bachelor of Science, Civil Engineering, University of Cincinnati, 2009 **Registration:** Professional Engineer, OH, KY, IN

Experience: McDonald Commons Park, Madeira, OH; Harbin Park, Fairfield, OH; Ziegler Park Stage | Cincinnati, OH; Lower Harbin Park Shelter, Fairfield, OH



KAYAK LAUNCH,
DOCKS & BOARDWALKS
BRIDGE CROSSINGS
& TRAIL SYSTEM
PARK GATEWAY
SIGNAGE

MKSK QUARRY TRAILS METRO PARK

Columbus, Ohio

CLIENT CONTACT

Columbus and Franklin County
Metro Parks

Steve Studenmund, Planning Manager
614.895.6232
studenmund@metroparks.net

OPINION OF PROBABLE CONSTRUCTION COST

\$2.8M Phase One

COMPLETION

February 2019 Master Plan
November 2021 Phase One

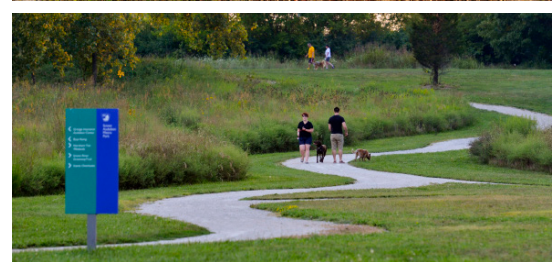
AWARDS

2019 OCASLA Merit Award in
Planning & Analysis
2022 OPRA Award of Excellence,
1st Place in Capital Improvement
Projects – \$2.5 Million and Up

The Quarry Trails Master Plan, developed by MKSK, provides Columbus and Franklin County Metro Parks with a near and long-term vision of recreation offerings and visitor opportunities for approximately 223 acres of former quarry and greenways and 300 acres of active quarry along the west bank of the Scioto River. MKSK conducted an inventory and analysis of the unique site and varying adjacent context, identifying programmatic opportunities based on existing site features and goals and objectives stated in Metro Parks' 2016 'The Plan'. Regional opportunities to link the site to city-wide facilities through bike/greenways, river, and roadways were also undertaken to reinforce the importance of the unique location of the site less than five miles from downtown Columbus, surrounded by existing and planned residential and commercial development.

A collaborative process of program review and preliminary masterplan level park design led to an overall recreation vision for the site. The plan focuses on three distinct park areas each with their own planned experience based upon existing conditions and programming opportunities: the Southern Basins takes advantage of two existing groundwater fed lakes to host water-based activities on a new channel that will connect to the Scioto River; the Middle Tier focuses on programming the extreme topography with rock climbing, mountain biking, and high adventure play grounds; the River Corridor provides an extension and connection to the regional bikeways, providing overlooks to the Scioto River and active quarry to the west.

Initial enabling projects included creating a cascade and diverting a relocated stream to feed the existing park ponds and providing water for a navigable kayak course that leads to an improved connection to the Scioto River. The first phase of Quarry Trails Metro Park opened in 2021 with natural trails for hiking and mountain biking as well as paved multi-use trails, a playground, floating boardwalk and personal watercraft launch, and a scenic waterfall overlook.



MKSK SCIOTO AUDUBON METRO PARK

Columbus, Ohio

CLIENT CONTACT

Columbus and Franklin County
Metro Parks
Larry Peck, Deputy Director
614.895.6236
peck@metroparks.net

OPINION OF PROBABLE CONSTRUCTION COST

\$3.5M Phase 1

COMPLETION

2005 - 2013

AWARDS

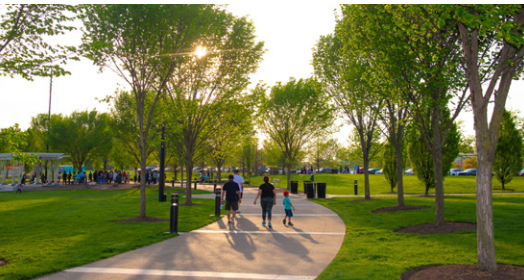
Ranked '3rd Best Playground in America'
2014 OEPA Outstanding Achievement in Brownfield Redevelopment, Whittier Peninsula/Scioto Audubon
2010 OCASLA Award of Excellence

The Scioto Audubon Metro Park is 160 acres of reclaimed urban Brownfield adjacent to the Columbus downtown business district. The open space is positioned within a unique riverine ecosystem on the Whittier Peninsula of the Scioto River and provides an incredible diversity of restored natural wetland and prairie areas. Walking trails, wetland boardwalks, and bike paths connect to the regional bikeway system (Scioto Greenway & Olentangy Trails), adjacent neighborhoods, and downtown.

The park offers many different ways for visitors to enjoy the space including an aviary habitat observation deck, land lab wetland environs, climbing wall complex, observation tower, hierarchy of trail systems, volleyball, open recreation athletic fields, boat ramp, fishing pier, custom tensile shade structures, play equipment, picnic facilities, dog park, and restorative native plantings and prairie.

The vision for this unique urban park space included wetland habitat restoration and establishing a living laboratory within an integrated educational environment. Everything designed within the park is a lesson in sustainable development and conservation through the use of innovative 'green' technologies. Since completion of the first master plan in 2005, MKSK's responsibilities included continued updates to the master plan, project management/administration of a multidiscipline team for the first phase of implementation, design development through construction documentation/observation for subsequent phases of park development, and planning and design of the park wayfinding and signage system.

FISHING PIER
& POND
OVERLOOKS,
PROMENADE & TRAIL
PARKING AREAS
NATIVE HABITAT



MKSK SUMMIT PARK

Blue Ash, Ohio

CONTACT

City of Blue Ash
Brian Kruse, Director,
Parks & Recreation
513.745.8442
bkruse@blueash.com

OPINION OF PROBABLE CONSTRUCTION COST

\$40M

COMPLETION

March 2014 - September 2014 Phase I
March 2014 - October 2017 Phase II
January 2014 - May 2018 Phase III

AWARD

2014 OPRA Awards of Excellence,
Capital Improvement Projects – Up to
\$1 Million

The Summit Park Master Plan was created to guide the future development and adaptive re-use of 230 acres of highly valuable former airport lands near the geographic center of the city of Blue Ash, Ohio. The planning process, which was led by MKSK, involved significant stakeholder involvement, a series of public meetings and workshops, and a thorough market analysis intended to inform a highly active, revenue-neutral program for the city's new "Central Park." The master plan established design and development guidelines for 130 acres of parkland and a 100-acre tract of mixed-use land along the path of the highly valuable former Blue Ash Airport runway.

Phase I of Summit Park was opened on August 2014 and unveiled the park's new infrastructure, 3-acre great lawn, seating areas, promenade walkways, viewing pergolas, and a children's contemporary playground. The playground features traversable ropes, synthetic turf play mounds, an activity wall, passive and active play areas, seating, and ADA ramps, and wheelchair-friendly slides to accommodate children of all ages and ability levels.

Phase II of the park development features over 4 miles of multi-purpose trails, an 8,000 square foot community pavilion, 9,000 square foot covered event space, and several cafés and bistros organized along the axis of an expansive civic commons. Other amenities include an observatory tower, market garden, rainwater harvesting pond, and the conservation of approximately 50 acres of existing meadow and woodlands. MKSK designed and detailed the fishing pier and docks and led the design of the catch-and-release fishing lake, including design/grading of the pond itself, with a shallow-edge shelf around the perimeter for both safety and spawning habitat for fish, other wildlife, and plant materials.

The park was funded using both public and private funding and has become a regional destination and anchor for economic development.

PROJECT APPROACH

MKSK

PROJECT GOAL

Building upon the recent completion of the 2025 City of Fairfield Marsh Park Master Plan, which identified action items and priority projects for implementation, the MKSK-led Design Team will further refine and prepare final construction documents for the proposed “Level 1 Priority” conceptual plan improvements focused in the southwest corner of the Park as identified in the RFQ. This will include schematic design through construction documentation of the proposed site plan to successfully implement the proposed access driveway into the Park, associated grading and earthwork, parking lot, multi-use paths, flexible lease space commercial building with restroom facilities, new fishing pier/dock, new boat launch, park signage, lighting, landscaping, and above and underground utilities. Alternate amenities may also be considered, including a boardwalk with railing, shelters, play area and/or additional fishing docks. This initial development will greatly expand and enhance public access to the Park and lake while laying the foundation for additional future phases the Parks & Recreation Department may choose to implement later.

The Design Team will assist the City in evaluation of potential Contractors and delivery methods, including the selection of a Construction Manager at Risk (CMAR), where appropriate. The Design Team will aid in Construction Management services including bid reviews, a pre-construction meeting, review of change orders, approval of pay applications, site visits, and inspection of key project components throughout construction. The targeted bid date for construction is on or before Q1 of 2027.

The Design Team will assist the City in public engagement efforts throughout the design and development of the Park implementation plan, including in-person engagement sessions at the 30% and 60% design plan phases, at minimum.

PROJECT TASKS AND POTENTIAL TIMELINE

TASK 1: CONCEPTUAL & SCHEMATIC DESIGN (July – November 2025)

1.1 Core Team Kick-Off: Core members of Parks/ City staff will aid in information-sharing, logistics, and be the primary point of contact for the MKSK-led Design Team. Our team will be in touch with the Core Team in-person or virtually on a bi-weekly basis as needed throughout the project.

1.2 Programming and Design Workshop: Based on the program elements and features identified in the Marsh Park Master Plan, the MKSK Team will facilitate a workshop with the Core Team to refine the list of program components and key experiences for each of the proposed features. We will also facilitate a hands-on conceptual design exercise that further explores the proposed elements including proposed architecture & structures, site improvements, circulation and access points, natural resource management plans and environmental considerations, and concepts for potential additional future phase amenities.

1.3 Schematic Design: Our team is acutely aware of the high expectations associated with the first phase of Marsh Park. The success of this initial phase will undoubtedly set the tone for future developments within the park. We take great pride in bringing aspirational visions to life, and our portfolio highlights a diverse array of projects that reflect our deep understanding of transformational design, complemented by thoughtful and meticulous detailing. We are committed to exploring a wide range of possibilities to ensure that this initial phase not only aligns with but also enhances the overarching vision for the park, providing a genuinely authentic and memorable experience for everyone.

Based on input and direction from above, the MKSK Team shall prepare Schematic Design drawings for the Project. MKSK shall provide graphic exhibits for the purposes of conveying design intent to the Core Team, including sketch plans, diagrams, and precedent imagery, which shall be submitted at an interim stage for review. Based upon comments received, the MKSK Team shall refine exhibits. At the end of the Schematic Design Phase, MKSK shall deliver Schematic Design documents, including basic plan sets and preliminary site details. The Team will prepare one (1) opinion of probable construction cost and participate in one cost exercise identifying potential value engineering and additional phasing opportunities. Anticipated SD tasks to include:

- Prepare site and topographic survey for the Marsh Park property project limits.
- Conduct a half day site visit to familiarize our design and engineering team with existing conditions and photo document certain areas of the site.
- Conduct preliminary site analysis including environmental review, preliminary geotechnical exploration (if required), review and assessment of existing utility infrastructure, viewsheds, access points, existing vegetation, and assessment of any changes to existing conditions on-site that may have occurred since the previous master planning effort.
- Best practice research and image collection related to proposed outdoor spaces and architectural features.
- Develop a series of conceptual alternatives that explore a range of configurations for the proposed features and spaces within this phase, considering future phases of the park as well. These alternatives will be conveyed through plan sketches, vignettes, and sections.
- Based on the Core Team’s preferred concept level strategies, the design team will develop an overall schematic design site plan that will serve as the foundation for refinement and final design of the project. The refinement of this plan and accompanying graphics will be shared with the Core Team during regular progress meetings to ensure the design intent from the master plan is in tact.

- Provide final schematic design plans illustrating overall design intent including paving materials and patterns, site hardscapes, planting areas, outdoor amenities, architectural features (commercial building with restrooms and concession/bait shop, fishing pier/ dock), furnishings and lighting design.
- Provide preliminary grading and drainage plans.
- Provide preliminary utilities plan.
- Floodplain modeling, if applicable.
- Prepare renderings and vignettes of design refinements for presentation and communication with client and design team.
- Prepare preliminary schematic design level Opinion of Probable Construction Costs for review.



1.4 Community Engagement Meeting (TBD): The MKSK Team will assist the Core Team in sharing these preliminary concepts and schematic plans at a community engagement meeting (in-person or virtual). Our team will share the proposed schematic plans for the park, how recommended improvements may have evolved since the initial master planning effort, and outline any proposed phasing strategies for long-term implementation and sustainability of the park (per direction from the Parks Department). This meeting will provide opportunities for stakeholders and residents to provide feedback on the progress to date and share insights on how best to refine the plans into a preferred community-supported vision. This could take place as an in-park meeting during the summer months to offer an in-progress open-house style walk through, facilitated by Parks Department and MKSK Team members.

TASK 2: DESIGN DEVELOPMENT (December 2025 – April 2026)

2.1 Design Development: At this stage of the project our team will be transitioning from concept and schematic design into the final design tasks of the process. Based on the approved Schematic Design documents, and any potential value engineering strategies that are accepted, the MKSK Team shall prepare Design Development documents for the proposed park improvements. The Design Development documents shall refine the design to a better understanding of key design features and their associated material selections, and include plans, preliminary details, and begin to identify applicable technical specifications. We will engage Emersion Design for the architectural scope items including the commercial building and restroom facilities design, and input & structural review of the proposed fishing pier/ dock structure.

MKSK and LJB will further develop all site improvements and features during this task. While MKSK will be advancing the designs of the specific site features and experiences, LJB will continue to evaluate the improvements through the lenses of grading (cut/fill), drainage (stormwater management), vehicular circulation and paving, and utilities. They will also work with the architecture team to better understand the demands of the new and improved facilities to recommend upgrades or replacement of existing utilities.

Design Development documents shall be submitted at an interim stage for review by the PMT. Based upon any comments from this interim submittal, the MKSK Team shall refine documents into 100% Design Development documents. While there will be bi-weekly progress meetings and coordination meetings as needed throughout this task, the MKSK Team will prepare a complete Design Development package for review by the Core Team for coordination, input and feedback prior to advancing into the next task of Construction Documents.

The following is a list of anticipated drawings sheets and deliverables that will comprise the DD submission:

- | | |
|---|---|
| • Existing Conditions Survey | • Site layout and materials plans |
| • Demolition plans | • Site enlargements (as needed) |
| • Site grading and drainage | • Site Planting plans (identifying planting types and communities) |
| • Site utilities | • Outline technical specifications for all disciplines |
| • Site electrical & lighting plans | • Updated renderings of all architecture and key experiences for site/landscape |
| • Site erosion control plans (including potential BMP stormwater features) | • Updated narratives for key design elements |
| • Architectural, Structural and MEP/T drawings of all new building construction | • Geotech report (if necessary) |
| - (Plans, elevations, sections, schedules and details) | |

TASK 3: CONSTRUCTION DOCUMENTATION (May – September 2026)

3.1 Construction Documents: Following a thorough review and approval of the DD submission by the Core Team, the MKSK Team will begin revising and refining the complete package to ultimately deliver complete sets for bidding, permitting, and construction of the identified improvements for the park. Construction Documents shall be submitted at an interim 50% stage for Core Team review (targeted July 2026). At the interim submittal stage, the MKSK Team shall prepare one (1) opinion of probable construction cost and participate in one cost estimate review with the Core Team to confirm the project scope aligns with targeted construction budget. Based upon Client comments from this interim submittal, the Design Team shall refine documents to 90% completion and submit for final review. All remaining comments will then be addressed and issued as 100% Construction Documents with final specifications and all other required documents necessary for bidding.

This task will involve an intense effort to further coordinate all building and site design and associated systems, in close coordination with the Core Team throughout the process. We anticipate bi-weekly progress meetings with both the Core Team and the Design Team to ensure that the project is on schedule and on budget during each step of the way.

As the project continues to progress, we will engage experienced internal staff to perform a QA/QC review of the entire set of packages. The following is a list of anticipated drawings that will comprise the final set of Construction Documents for approvals, permitting, and construction:

- Existing Conditions Survey
- Demolition plans
- Site grading and drainage
- Site utilities
- Site electrical & lighting plans
- Site erosion control plans (BMP)
- Architectural, Structural and MEP/T drawings of all new building construction
 - (Plans, elevations, sections, schedules and details)
- Site layout and materials plans
- Site enlargements
- Site Planting plans (identifying specific species and placement)
- Complete technical specifications for all disciplines.
- Updated renderings of all architecture and key experiences for site/landscape.

3.2 Bidding Support: Assist the City with publicly bidding the completed construction documents, including:

- Providing an electronic set of documents for bidding of the project.
- Receiving and answering bid questions.
- Review and comment on any substitution requests.
- Facilitating a pre-bid meeting for prospective bidders to walk the project site.
- Assist the Client in the review of the bids from the prospective bidders.

3.3 Permit Support: Assist the Client with obtaining Zoning approval and Building Permit, including:

- Submit the documents to all appropriate agencies to obtain a zoning and building permit. Permit review fees by Client.
- The design team shall answer all questions from Authorities having jurisdiction and make modifications to the contract documents required by those authorities.

TASK 4: CONSTRUCTION ADMINISTRATION SERVICES (January 2027 – TBD)

4.1 Construction Administration: This phase of the project is essential to realizing the vision established during the design phases of the project. During this task we establish a clear line of communication between the Core Team, the Contractor and design team to ensure that design intent, schedule, and budget are understood. We will work with the Parks Department to facilitate a pre-construction meeting between the Contractor, design team, and all subcontractors to review the construction documents and specifications thoroughly to address questions, concerns, and potential coordination issues that may arise during the construction of the project. Anticipated tasks during this phase to include:

- Perform a pre-construction meeting with the selected contractor and subcontractors, page turn of the construction documents.
- Review shop drawing submittals for concurrence to the construction documents.
- Perform construction observation reports to review and inspect key project components.
- Review and approve pay applications.
- Participation in construction progress meetings and review the site during this time.
- Review contractor claims and issue contract modifications accordingly.
- Review contractor Request for Information (RFI's) and prepare appropriate responses.
- Preparation of required bulletins and/or change order documents.
- Final site inspection / punch list development
- Project close-out





**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL DESIGN SERVICES
FOR CITY OF FAIRFIELD, OHIO**

***Advertise: 5/2/2025 and 5/9/2025
SOQ due date: 5/23/2025***

The Parks and Recreation Department of the **City of Fairfield, Ohio (the "Owner")**, in accordance with Ohio Revised Code Sections 153.65 through 153.71, is soliciting Statements of Qualifications ("SOQs") from qualified design professionals for architectural and engineering design services ("Professional Design Services") in connection with the Owner's **Marsh Park Master Plan Implementation Project** (the "Project") as described below.

The Marsh Park Master Plan was approved by Fairfield City Council on 4/28/2025 (attachment 1: https://www.fairfield-city.org/DocumentCenter/View/11083/Marsh-Park-Master-Plan-2025_0226?bidId=). The Master Plan includes conceptual renderings, design components, and proposed site amenities for the entire 147 acre park site. The objective of Council is to advance the design and construction of "level 1 priorities" focused in the southwest corner of the Park (attachment 2).

I. PROJECT DESCRIPTION

The Project contemplated by this Request for Qualifications ("RFQ") includes:

(a) Description of proposed work:

- Access driveway into Park from River Road
- Grading and earthwork
- Parking lot
- Paved multi-use paths to connect to adjacent neighborhoods
- Flexible lease space commercial building (~6,000 sq. feet) that also includes publicly-accessible restrooms and concession/bait shop
 - NOTE: While the Master Plan shows 2 buildings, the City desires a single building that will accommodate both public and commercial (private) uses.
- Underground and aboveground utilities
- New fishing pier/dock
- New boat launch

- Signage: Wayfinding; entrance; and regulatory
 - Lighting
 - Landscaping
 - Alternate amenities may also include boardwalk with railing; shelters; play area; and/or additional fishing dock(s)
- (b) Description of project funding:
- Project to be funded primarily by local City funds. State grant funds – including but not limited to ODNR programs – may also be used if available.
- (c) The Owner’s estimated current, total construction budget for the Project is \$9-12M.
- (d) The Owner’s anticipates design services to begin as soon as possible, but no later than mid-summer 2025. The City’s goal is to begin construction on or before Q1 of 2027. This construction schedule would align with the construction schedule planned for related connectivity projects including the extension of the Great Miami River Trail through Marsh Park and the addition of new paved “loop” trails within Marsh Park.
- NOTE: Construction sequencing and provisions will be required to maintain existing bait shop / concession operations during construction; sequencing may require a temporary structure and utilities.

II. SCOPE OF PROFESSIONAL DESIGN SERVICES

The Professional Design Services requested herein includes standard architectural and engineering design services necessary to the Project; which may include, but is not limited to: topographical survey work; civil, structural, mechanical, electrical, plumbing, technology, sound and lighting, landscape design and engineering services; standard design and construction document phase services; assessing current facilities; programming; development of conceptual plans, specifications and design criteria; assisting the Owner in evaluating statements of qualifications and technical and pricing proposals of a Contractor/Construction Manager-at-Risk (where those delivery methods are used); bidding/negotiation/GMP proposal phase, construction phase, closeout phase and post-closeout phase services; and such additional services as may be necessary.

NOTE: For the Marsh Park Master Plan Implementation Project, the City is committed to securing public input on design elements throughout the design process – with support from the Design Professionals. This will likely include in-person public engagement sessions at the 30% and 60% plan phases, at minimum.

The primary deliverables of these design services will be bid-ready construction drawings and specifications for the project.

The Owner reserves the right to incorporate additional scope and services if further improvements are identified and funds are available.

III. EVALUATION CRITERIA FOR SELECTION

SOQs should describe the firm's capabilities to provide the specific Professional Design Services listed herein and should include:

1. Name, description and location of the individual(s) or Company/companies proposing to perform the described work, including project subconsultant team members.
2. List the Project Manager and other key staff members, including key subconsultant staff. Include project architects and engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each;
3. Provide the names of three (3) communities for which the firm has provided recent architectural and engineering services;
 - Name of community and /or agency, contact person and telephone number, project description, and opinion of probable construction cost.
4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed four (4) pages. Confirm that the firm has visited the site and address your firm's:
 - a. Technical approach;
 - b. Understanding of the project;
 - c. Qualifications for the project;
 - d. Knowledge and experience concerning relevant local standards, procedures and guidance documents;
 - e. Innovative ideas;
 - f. Project-specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.
6. Describe any suggested modifications to the scope of this project;
7. Describe any requested assistance to be provided by the City;
8. Provide an estimate of the time, in months, required for the performance of this work.

Qualifications packages shall be limited to fourteen (14) 8½" x 11" single sided pages including four (4) pages for the Project Approach (Item 5 above).

Firms will be qualified by a review team based on the evaluation criteria as summarized in the table below:

Evaluation Criteria for Design Services:
Firm background and history
Team member qualifications - architectural
Team member qualifications - engineering
Firm experience, including public sector experience and parks experience
Team availability / capacity
Project manager experience
Project approach
Project timeline
References
Total Points – Maximum of 45

*Possible points: 1 = poor; 2 = fair; 3 = average; 4 = good; 5 = excellent

IV. SELECTION PROCESS

In accordance with Ohio Revised Code 153.65-71, responding firms will be evaluated against the evaluation criteria listed herein. The Owner will select and rank the three firms it considers most-qualified to provide the requested services. As part of its evaluation, the Owner may hold interviews with individual firms. Following this evaluation, the Owner expects to enter into contract negotiations with the firm ranked most qualified to perform the services needed.

V. QUESTIONS AND INQUIRIES

Any questions regarding the content of this RFQ must be directed in writing via email to: Adam Sackenheim, Assistant City Manager, at asackenheim@fairfieldoh.gov by **5:00 pm EST on 5/12/2025**. Questions will be reviewed and the Owner will determine whether any addenda should be issued as a result of any pertinent or substantive inquiries. Addenda will be issued to all firms that have requested the RFQ for the Project. Firms shall not rely on any oral instructions or answers.

VI. SUBMITTAL INSTRUCTIONS

Firms interested in being considered should reply with one (1) PDF copy of their SOQs which may be **submitted via email to** Adam Sackenheim, Assistant City Manager, at asackenheim@fairfieldoh.gov , or hand-delivered to the below address **no later than 5:00 P.M., EST, on FRIDAY 5/23/2025:**

**City of Fairfield Ohio
Attn: Adam Sackenheim
5350 Pleasant Avenue
Fairfield, OH 45014**

The Owner reserves the right to waive any defect or technicality in the submission of any qualifications, and may disqualify any firm that submits incomplete qualifications or is not responsive to the requirements of this Request.

Attachment 2



ELEMENT	
1	Baithouse, restroom, & equipment rental; operations and maintenance storage (+/- 2,000 square feet)
2	Leasable flex space (+/- 6,000 square feet)
3	Overlook deck with tables and seating; additional patio seating below; (+/- 2,000 square feet)
4	Primary vehicular entrance and gateway sign
5	Vehicular directional signage
6	Parking area (120 spaces)
7	Fishing dock and promenade
8	Amphitheater seating (+/- 8,000 square feet)
9	Overlook and seating area
10	Secondary boat launch (at-shore)
11	Secondary boat launch (ADA)
12	Bike racks and pump/repair station
13	Trail wayfinding sign
14	Trail intersection/caution sign
15	Great Miami River Trail
16	Long-term Great Miami River Trail alignment
17	Shared-use path (width varies)
18	Fishing dock/boardwalk with benches
19	Boardwalk with railing

August 1, 2025

MKSK

Mr. Adam Sackenheim
Assistant City Manager
City of Fairfield, Ohio
5350 Pleasant Avenue
Fairfield, OH 45014

RE: Design and Engineering Services for the Implementation of Marsh Park Phase 1

Dear Adam:

On behalf of our entire team, I am pleased to present our draft scope of services and fee proposal for your review. We are eager to collaborate with you, your team, and the Fairfield community to shape the future development of Marsh Park, transforming it into a distinguished public asset and destination that will serve the city and region for generations to come.

We recognize the significance of this initial phase of Marsh Park and understand that its successful execution will set the foundation for subsequent stages of development. Our team takes pride in delivering innovative and aspirational designs, supported by a diverse portfolio of projects that demonstrate our ability to balance transformational vision with meticulous attention to detail. We are committed to exploring a wide range of possibilities to ensure that this phase aligns with the overarching vision of the park master plan and provides an authentic, memorable experience for all visitors.

Respectfully Submitted,
MKSK, Inc.

Andy Knight
Principal
aknight@mkskstudios.com

Proposed Scope of Services

1. Project Information

This scope of services and fee proposal refers to City of Fairfield (“Client”) and MKSK (“Landscape Architect”) and is based on the initial project information set forth below. The Client and Landscape Architect agree as follows.

- 1.1. **Project client:** City of Fairfield (“Client”)
- 1.2. **Project responsibility:** direct consultant to Client, refer to Exhibit B.
- 1.3. **Project location and boundaries:** the Thomas O. Marsh Park property located at 6440 River Road, Fairfield Ohio. Project is bounded by River Road on the west, Lakeside Drive to the north and north-west, River Road on the north, Chateau Way to the east, and Lake Mead Drive/ Gray Road to the south. The total park property is approximately 147 acres, though the scope of work for this project lies only within the southwest corner of the park. Refer to Exhibit A as indicated from the 2025 Master Plan.
- 1.4. **Project Coordination:** The Landscape Architect shall provide project coordination services through all the design phases, see section 2.2 below for further description of services.
- 1.5. **Project Tasks:** This project assumes a single-phase design and implementation process for the “Level 1 Priorities” in the southwest corner of the park, as determined in the 2025 Master Plan. The MKSK team will prepare schematic design through construction documentation services. If-Authorized, the MKSK team will additionally provide construction administration services.

Task 1 – Conceptual & Schematic Design

Task 2 – Design Development - If authorized

Task 3 – Construction Documents - If authorized

Task 4 – *If-Authorized:* Construction Administration

- 1.6. **Project budget and procurement:** the Client has identified a range of **\$9-12M** in construction funding for this phase of development for Marsh Park. Budgeting for future phases of the park have not yet been identified.

1.7. Project schedule

- | | |
|---------------------------------|---------------------------|
| ▪ Conceptual & Schematic Design | September – December 2025 |
| ▪ Design Development | January – April 2026 |
| ▪ Construction Documents | May - August 2026 |
| ▪ Construction Administration | TBD |

1.8 Project Team

- **MKSK** – Lead consultant, planning lead, park planning, landscape architect, project management, engagement lead
- **LJB** – civil engineering, surveying, hydrology/hydraulic analysis, site utilities
(Refer to Exhibit E)
- **Emersion Design** – Architecture, building programming, sustainability lead
(Refer to Exhibit E)
- **CMTA** – MEP Engineering
- **Schaefer** – Structural Engineering
- **Terracon** – Geotechnical Engineering
- **City of Fairfield, Parks and Recreation Department:** A Core Team of Parks and City staff will support the planning and design work, and facilitate any community engagement efforts that may be needed

2. Project Management Services

2.1. General

- 2.1.1. The Landscape Architect shall coordinate services with the Client and other consultants during each design phase (Concept & Schematic Design, Design Development, Construction Documents) See 2.2 below for further description of services.
- 2.1.2. During the Schematic Design, Design Development, and Construction Document phases of the project, the Landscape Architect shall lead bi-weekly coordination meetings (combination of in-person and virtual) with the consultant project team and Client.
- 2.1.3. The Landscape Architect shall participate in value engineering/cost reduction work sessions as needed. In preparation for these sessions, the Landscape Architect shall develop a cost savings items list. Results of Owner-approved cost savings efforts shall be further designed and documented as part of the next project milestone.

- 2.2. **Project Coordination Services:** The Landscape Architect shall receive all project direction from the Client's designated point of contact/project manager. The Landscape Architect will provide project coordination services between the design team participants throughout Schematic Design-CA tasks including the following:

- Prepare agendas for design team/client led meetings
- Prepare meeting minutes
- Establish and organize standard check-in meetings through each task
- Assist client in developing a standard scope and schedule for each task

3. Scope of Work – Basic Services

3.1. Task 1: Conceptual & Schematic Design

- 3.1.1. Core Team Kick-Off: Core members of Parks/ City staff will aid in information-sharing, logistics, and be the primary point of contact for the MKSK-led Design Team. Our team will be in touch with the Core Team in-person or virtually on a bi-weekly basis as needed throughout the project.
- 3.1.2. Programming and Design Workshop: Based on the program elements and features identified in the Marsh Park Master Plan, the MKSK Team will facilitate a workshop with the Core Team to refine the list of program components and key experiences for each of the proposed features. We will also facilitate a hands-on conceptual design exercise that further explores the proposed elements including proposed architecture & structures, site improvements, circulation and access points, natural resource management plans and environmental considerations, and concepts for potential additional future phase amenities.
- 3.1.3. Based on direction and input from above, the MKSK Team shall prepare Schematic Design drawings for the Project. The Team shall provide graphic exhibits for the purposes of conveying design intent to the Client, including sketch plans, diagrams, and precedent imagery, which shall be submitted at an interim stage for Client review. Based upon Client comments, the MKSK Team shall refine exhibits. At the end of the Schematic Design Phase, the Team shall deliver Schematic Design documents, including basic plan sets and preliminary site details. The Team shall prepare one (1) opinion of probable construction cost and participate in one cost exercise identifying value engineering opportunities.

SD Meetings:

- SD Kick Off Meeting – (*Assumes 2-hour in-person meeting in Fairfield*)
- Conduct two-hour site visit to familiarize design and engineering team with existing conditions, photo document certain areas of the site
- Participate in bi-weekly team meetings (*combination of in-person and virtual meetings*)
- Community Engagement Meeting with final schematic plans/ renderings (TBD)
- Participate in one Opinion of Probable Construction Cost (OPCC) review with Core Team, and identify potential value engineering opportunities

SD Tasks:

- Prepare site and topographic survey for the Marsh Park Phase 1 project limits
- Conduct preliminary site analysis including environmental review, preliminary geotechnical exploration (as required; borings and full analysis to follow in DD once locations of structures have been set), review and assessment of existing utility infrastructure, viewsheds, access points, lake edge conditions, existing vegetation, and assessment of any changes to existing conditions on-site that may have occurred since the previous master planning effort
- Best practice research and image collection related to outdoor spaces, furnishings and materials, and architectural features

- Site and Landscape Concept Design Studies
 - Develop up to three (3) site plan alternatives exploring relationships between site/park, architectural features, outdoor spaces/landscape, access, circulation, adjacent land uses, paving patterns, and utility improvements
 - Develop Schematic Design level design based on preferred concept plan, programming, and feedback from the Client
 - Refinement of approved Schematic Design based on feedback from Client and design team
 - Provide final schematic design plans illustrating overall design intent including paving materials and patterns, site hardscapes, planting areas, outdoor amenities, architectural features (commercial building with restrooms and concession/bait shop, fishing pier/ dock), furnishings and lighting design
 - Provide preliminary grading and drainage plans
 - Provide preliminary utilities plan & routing
- Prepare renderings and vignettes of design refinements for presentation and communication with client and design team
- Assist the Core Team in sharing these preliminary concepts and schematic plans at one (1) community engagement workshop (in-person or virtual). This workshop will provide opportunities for stakeholders and residents to provide feedback on the progress to date and share insights on how best to refine the plans into a final preferred vision. This workshop could take place in the park during the summer/ fall months as open-house style walk through, facilitated by the Parks Department and MKSK Team members (TBD).
- Prepare preliminary schematic design level Opinion of Probable Construction Costs (OPCC) for review
- Assist the Core Team in identifying potential value engineering opportunities based on above cost estimate and anticipated project budget

SD Deliverables:

- Site & Topographic Survey
- Up to 3 perspective renderings and one plan rendering of site design
- Preliminary Site Layout, Furnishings and Materials Plans
- Preliminary Architectural Plans of Commercial/ Bait Shop building and pier/ dock features
- Preliminary Site Grading and Drainage Plan
- Preliminary Site Utilities schematic and narrative
- Preliminary Site Planting Plan
- Preliminary Geotechnical Report
- Preliminary Opinion of Probable Construction Costs

3.2. **Task 2: Design Development**

- 3.2.1. Based on the approved Schematic Design documents, and any potential value engineering strategies that are accepted, the MKSK Team shall prepare Design Development documents for the proposed park improvements. The Design Development documents shall refine the design to a better understanding of key design features and their associated material selections, and include plans, preliminary details, and begin to identify applicable technical specifications. We will engage Emersion Design for the architectural scope items including the commercial building and restroom facilities design, and input & structural review of the proposed fishing pier/ dock structure.

MKSK and LJB will further develop all site improvements and features during this task. While MKSK will be advancing the designs of the specific site features and experiences, LJB will continue to evaluate the improvements through the lenses of grading (cut/fill), drainage (stormwater management), vehicular circulation & paving, and utilities. They will also work with the architecture team to better understand the demands of the proposed facilities to recommend upgrades or replacement of existing utilities and anticipate future demands that may follow additional phases of development in the park.

- 3.2.2. Design Development documents shall be submitted at an interim stage for review by the Core Team. Based upon any comments from this interim submittal, the MKSK Team shall refine the plans into 100% Design Development documents. While there will be bi-weekly progress meetings and coordination meetings as needed throughout this task, the MKSK Team will prepare a complete Design Development package for review by the Core Team for coordination, input and feedback prior to advancing into the next task of Construction Documents.

DD Meetings:

- DD Kick Off Meeting
- Participate in bi-weekly team meetings (combination of in-person and virtual meetings)

DD Tasks:

- Finalize locations of proposed building and other park structures. Prepare geotechnical report and indicated borings per locations above
- Prepare Site Layout and Materials Plan – all horizontal plan recommendations, general dimensions, notes, preliminary detail keys.
- Preliminary architectural plans for commercial lease building/ bait shop, overlook deck with patio below, fishing dock and promenade, all other park structures
- Preliminary MEP plans for commercial lease/ bait shop building
- Preliminary structural design plans to support architectural features above
- Preliminary structural review of overlooks, decks, fishing dock and site retaining walls
- Preliminary design plans for ADA secondary boat launch and at-shore boat launch
- Site grading and drainage plan, including stormwater detention
- Site utility plan
- Preliminary roadway & parking lot plans, vehicular pavement details

- Develop preliminary site lighting plan indicating the location and type of light fixture.
- Develop preliminary site furnishings, signage and other park equipment plans and details
- Develop preliminary construction details required for project development, coordination and pricing
- Prepare preliminary Planting Plan including general plant types, planting schedule, and locations on site
- Prepare preliminary Soils Plan including general soil types, depths and location on site
- Prepare preliminary Opinion of Probable Construction Costs
- Identify preliminary index of technical specifications
- Assist the Core Team in sharing the final design development plans at a community engagement meeting (in-person or virtual). The presentation will serve as the final engagement effort to the public. The final format and venue of this effort will be determined by the Client in the months leading up to the final DD submittal.

DD Deliverables:

- Final Geotechnical Report
- Preliminary Site Furnishings and Materials Plan
- Preliminary Architectural Plans
- Preliminary MEP Plans
- Preliminary Structural Design Plans
- Preliminary Boat Launch, Docks and Overlooks Plan
- Preliminary Grading, Drainage and Stormwater Control Plans
- Preliminary Utilities Plan
- Preliminary Planting Plan
- Preliminary Soils Plan
- Preliminary Construction Details
- Preliminary Opinion of Probable Construction Costs
- Preliminary Table of Index for Technical Specifications

3.3. **Task 3: Construction Documents**

3.3.1. Based on the approved Design Development documents and accepted value engineering strategies, the MKSK Team shall prepare Construction Documents as a single bid package for the procurement and construction of the Work. Construction Documents shall include plans, details, and applicable technical specifications. Construction Documents shall be submitted at an interim 50% design stage for Client review. At the interim submittal stage, the Landscape Architect shall prepare one (1) updated opinion of probable construction cost and participate in one cost exercise identifying value engineering opportunities. Based upon Client comments from this interim submittal, the MKSK Team shall refine documents into 100% Construction Documents with final specifications and all other required documents necessary for bidding.

This task will involve an intense effort to further coordinate all building and site design and

associated systems, in close coordination with the Core Team throughout the process. We anticipate bi-weekly progress meetings with both the Core Team and the Design Team to ensure that the project is on schedule and on budget during each step of the way. As the project continues to progress, we will engage experienced internal staff to perform a QA/QC review of the entire set of packages.

CD Meetings:

- CD Kick Off Meeting
- Participate in bi-weekly team meetings (combination of in-person and virtual meetings)

CD Tasks:

- Finalize Site Layout and Materials Plan – all horizontal plan recommendations, general dimensions, notes, preliminary detail keys
- Finalize architectural plans for commercial lease building/bait shop, overlook deck with patio below, fishing dock and promenade, all other park structures
- Finalize MEP plans for commercial lease/ bait shop building
- Finalize structural design plans to support architectural features
- Finalize design plans for overlooks, decks, fishing dock and site retaining walls
- Finalize design plans for ADA secondary boat launch and at-shore boat launch
- Finalize grading and drainage plan, including stormwater detention
- Finalize site utility plan
- Finalize roadway, parking lot plans and vehicular pavement details
- Finalize preliminary site lighting plan indicating the location and type of light fixture.
- Finalize site furnishings, park signage and other park equipment details
- Develop final construction details required for project development, coordination and pricing
- Prepare final planting plan including general plant types, planting schedule, and locations on site
- Prepare final soils plan including general soil types, depths and location on site
- Prepare final Opinion of Probable Construction Costs
- Finalize technical specifications

CD Deliverables:

- Site Layout and Materials Plan
- Site Grading and Drainage Plan
- Architectural Plans
- MEP Plans
- Structural Design Plans
- Overlook, Deck, Fishing Dock and Walls Plan
- Boat Launch Plans (ADA and at-shore)
- Site Utilities Plan
- Roadway & Parking Plans
- Site Lighting Plan

- Site Furnishings, Signage and Equipment Plan
- Site Planting Plan
- Soils Plan
- Construction Details
- Opinion of Probable Construction Costs
- Final Technical Specifications

4. Scope of Work – *If-Authorized Services*

- 4.1. **Bidding Phase Services** – During bidding, the MKSK Team shall assist the client in establishing a list of prospective contractors, assist in a pre-bid meeting, assist in bid review and evaluation, provide answers to bidder questions, and prepare addenda, if necessary, to clarify aspects of the project. The Team shall meet on up to two occasions with the Owner and Client during this project phase.
- 4.2. **Construction Administration Services** – The MKSK Team shall provide Construction Phase Services for the duration of the Project construction period. For each visit the Team shall provide a field report to the Client noting construction progress and general conformance with the Contract Documents. Work that does not conform to the Contract Documents, known deviations from the Contract Documents, and defects and deficiencies shall be noted in field reports for each site visit. The Team shall assist the Client in determining whether the Client shall reject Work for this Portion of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

Throughout the construction period the MKSK Team shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

The MKSK Team shall review and respond to requests for information about the Contract Documents related to Landscape Architect's Scope of Service. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue bulletins in response to requests for information.

Based on the Landscape Architect's evaluations of the Work and the Contractor's Applications for Payment, the Landscape Architect shall assist the Client in determining the amounts due to the Contractor for This Portion of the Project.

The Landscape Architect shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of this portion of the Work as provided by the Contract Documents.

At Substantial Completion of construction, the MKSK Team shall attend conduct one (1) punch list inspection with the-Contractor to check conformance of the completed Work with the requirements of the Contract Documents. The Landscape Architect shall prepare a punch list. Following

Contractor's written verification of punch list completion, the Landscape Architect shall conduct one (1) final inspection to verify the completeness. Additional visits to verify completeness are not included.

CA Tasks:

- Assist project team in the review of shop drawings and submittals.
- Participate in part-time construction observation
- Participate in OAC meetings
- Final site inspection / punch list development
- Assumes 1 Final Punch List walk-through w/ Contractor
- Assumes 1 Final Inspection Walk-through

- 4.3. **Additional If-Authorized Services** – Additional services that may be required for the Project but not included in the Scope of Basic Services are listed in the attached Services Summary Exhibit C. The Landscape Architect shall not provide these services without written authorization from the Client. Standard hourly rates for the Landscape Architect are included as Exhibit D.

General Assumptions:

- Environmental Assessments are not required by the City of Fairfield for the above-described scope of work. If required, this service to be provided by others at the direction of the City.
- City of Fairfield to provide total construction budget, all critical milestone dates for design, reviews and construction prior to the start of the above-described design services.
- Architect to provide updated building plans in electronic, AutoCAD/ Revit format at the beginning of each phase of the design process as the building design changes affecting the site occur.
- MKSK and LJB will utilize structural pavement design and earthwork strategy recommendations as provided in the geotechnical report.
- If the CM intends to issue an early site package that shall include utilities and mass earthwork, this phasing shall require MKSK to resolve major site design decisions early in the design and documentation process, although no construction documents shall be prepared at this time. Reworking of the site design caused by major changes to the building after the release of the early package shall be compensated as an additional service.
- Unless specifically noted otherwise, all site development related to the Marsh Park project site described herein to be issued to CM as one (1) site package (no multiple design release bid packages) with work scope/bidding procedures by CM.
- No LEED documentation is required for this project.
- No Zoning/ jurisdictional reviews included
- Public engagement is limited to the two events described earlier. Additional engagement services can be provided upon request and as approved by the City of Fairfield.
- Drone aerial photography not included
- Irrigation design services not included in base scope of services but can be provided upon request

5. Services Summary & Fee Proposal

Fees are based on our current understanding of the project based on discussions with the client and previous experience with similar projects. Our anticipated fees and expenses are based on the master plan phase 1 exhibits, our discussions with you, and the identified \$9-12M construction budget range. If site construction costs are estimated to be significantly higher than this following the Schematic Design phase cost estimate, MKSK reserves the right to revise professional service fees based upon increased documentation needs for the project. The proposed fees for the associated tasks are as follows:

Basic Services (Lump Sum)

Task 1: Concept & Schematic Design

MKSK	\$105,000
LJB	\$82,425
Emersion	\$122,000
CMTA	\$40,500
Schaefer	\$14,250
Subtotal	\$364,175

Task 2: Design Development (If authorized)

MKSK	\$133,000
LJB	\$94,200
Emersion	\$122,000
CMTA	\$58,750
Schaefer	\$23,750
Subtotal	\$431,700

Task 3: Construction Documents (If authorized)

MKSK	\$124,500
LJB	\$58,875
Emersion	\$98,000
CMTA	\$58,750
Schaefer	\$38,000
Subtotal	\$378,125

<i>Project Expenses</i>	<i>\$23,400</i>
-------------------------	-----------------

Total Basic Services Fee

Project Contingency with City Approval

\$1,197,400

\$45,000

If-Authorized Services (Lump Sum)

Bidding & Construction Administration (*estimated, TBD*) \$175,000 - \$251,750

MKSK	\$45,875
LJB	\$19,000
Emersion	\$145,000
CMTA	\$40,500
Schaefer	\$19,000
Subtotal	\$251,875

Expenses \$13,500

Total If-Authorized Services Fee **\$265,375**

6. Authorization

Client Signature, Print Name and Title

Date

MKSK Principal Signature

Date

Again, we thank you for this opportunity and hope that this proposal meets your expectations. We value this project and relationship with the City of Bowling Green. Our team is ready to begin work immediately upon your signed authorization. We are excited and hope to hear back from you soon.

Respectfully Submitted,
MKSK, Inc.



Andy Knight, Principal, RLA, ASLA
aknight@mkskstudios.com

Exhibit A: Project Limits Scope



Exhibit B: Project Responsibility Chart

Task	MKSK	LJB	Emersion	CMTA	Schaefer	Terracon
Project Management	Lead					
Project Meetings	Lead	Assist	Assist			
Survey & Base Information	Assist	Lead				
Public Engagement	Lead		Assist			
Site Design & Landscape Architecture	Lead	Assist			Assist	
Civil Engineering & Site Utilities	Assist	Lead				
Architecture			Lead	Assist	Assist	
Structural Engineering		Assist	Assist		Lead	
MEP Design (for Architecture)			Assist	Lead		
Geotechnical Engineering						Lead
Cost Estimating**	Lead	Assist	Assist	Assist	Assist	
Value Analysis/Value Engineering	Lead	Assist	Assist	Assist	Assist	
Permitting & Approvals	Lead	Assist	Assist			
Assemble Bidding Documents	Lead	Assist	Assist	Assist	Assist	
Bidding	Lead	Assist	Assist			
Construction Admin. Services	Lead	Assist	Assist	Assist	Assist	

** If Owner chooses to engage a CmaR, they will lead all estimating services following Schematic Design.

Exhibit C: Additional If-Authorized Service Descriptions

Soil Testing & Analysis – The Landscape Architect shall contract with a soil testing laboratory to measure soil characteristics relative to contamination and plant health.

LEED and/or SITES Certification – The Landscape Architect shall research, design, specify, and provide required background documentation to satisfy the desired LEED site requirements.

Multiple/Fast Track Bid Packages – The Landscape Architect shall prepare additional bid packages to facilitate a fast track or phased construction process.

Contractor Scoping – If the procurement strategy for the project involves multiple prime contractors, the Landscape Architect shall contract with a Construction Manager to define the scopes of work for each trade.

Management & Operations Estimating – The Landscape Architect shall prepare an estimate of anticipated maintenance and operations cost for the facility.

Site & Landscape Maintenance Plan – The Landscape Architect shall prepare a seasonal maintenance plan for the facilities, site improvements, and plantings.

Additional Presentations & Renderings – The Landscape Architect shall prepare presentations and renderings beyond those specified to convey the design intent of the project to the Client.

Additional Meetings – The Landscape Architect shall attend additional meetings beyond those specified.

Tree and Plant Tagging – The Landscape Architect shall locate plant materials and participate in tree tagging as requested by the client.

Exhibit D: Terms and Conditions of Proposal

DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, film and processing, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Per Sheet	\$ 0.10
B/W Copy 11" x 17" – Per Sheet	\$ 0.20
B/W Large Format Print – Per Sq. Ft.	\$ 0.30
Color Copy 8.5" x 11" – Per Sheet	\$ 1.00
Color Copy 11" x 17" – Per Sheet	\$ 2.00
Color Large Format Print – Per Sq. Ft.	\$ 4.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 300
Associate Principal	\$ 250
Senior Associate	\$ 220
Associate	\$ 200
Landscape Architect III	\$ 175
Landscape Architect II	\$ 160
Landscape Architect I	\$ 140
Urban Planner III	\$ 175
Urban Planner II	\$ 160
Urban Planner I	\$ 140
Intern	\$ 95
Administration	\$ 95

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONTRACTOR AND SUBCONTRACTOR CLAIMS To the fullest extent permitted by law, the Client agrees to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed fifty thousand dollars (\$50,000) or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OBSERVATION SERVICES The Client understands that by not retaining the Consultant for construction observation services, there may be misinterpretations of the Consultant's plans and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the Client has elected to proceed with the Project without the Consultant providing construction observation services. The Client agrees to indemnify and hold-harmless the Consultant against any and all claims, damages, awards and cost of defense, which may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

SHOP DRAWING REVIEW The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought

to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

BETTERMENT If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification

requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONTINGENCY The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Consultant and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of at least ten (10) percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or its sub-consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF 'HAZARDOUS MATERIALS' As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

July 31, 2025

Mr. Jack McGlasson, PLA, ASLA
MKSK
462 South Ludlow Alley
Columbus, Ohio 43215

Re: Marsh Park Civil Scope

Dear Jack:

We look forward to working with you on the Marsh Park project in Fairfield, Ohio. The following is a proposal for the site design portion of the project.

Project Description

LJB understands the project scope to be the first phase of a master plan for the Marsh Park project. The first phase is approximately 10 acres in size located in the SW corner of the park parcel. The park is located on a lake created from a former aggregate mining operation. The proposed improvements include a lodge, new parking areas, overlook feature, trails, fishing platform, dock and boat launch areas and various seating and activity areas.

A portion of the site is located within the 100 year flood plain. The process of getting a revision to the flood plain map to revise this is not in the scope currently.

The following scope is our understanding of the civil scope based on the exhibit attached and recent discussions.

Project Scope

To complete this project, we propose to provide the following:

Survey

LJB will utilize a combination of UAS imagery and traditional survey methodology to provide a topographic basemap of the subject area of the property.

- **Topographic Survey** - The topographic survey will provide contour elevations at 1' intervals. LJB will locate prominent site features such as buildings, hardscape, and walls. Utility locations will be limited to the availability of records or as observed in the survey, it is not guaranteed that all utilities will be located during the survey.
- **Tree Survey** - Locate trees 6" in diameter and above in the location of proposed buildings, roads, parking lots, and trails. Heavily vegetated areas will be shown as tree outlines.
- **Boundaries** - The area of proposed development is a small portion of the total park parcel. Boundary limits will be established for the road right of ways in the area of the

proposed improvements (this is not a boundary survey of the entire parcel). There is a small parcel area with a development restriction in the SW corner of the site. We will establish the boundary for this parcel.

Civil Engineering

LJB will utilize the existing conditions survey data gathered as the base map for the site design. The following is the expected scope for the site design:

- **Existing Condition Plan** – Provide a base map of the existing conditions based on the gathered survey data.
- **Site Plan** – Provide a dimensional site plan based on the concept from the architect.
- **Site Demolition Plan** -LJB will provide a demolition plan showing the items and limits of demolition required based on the proposed development plan.
- **Grading Plan** – Provide a detailed grading of the various site features based on the architectural site layout.
- **Utility Plan** -Provide a utility plan based on the selected site layout. Utility plan will consist of sanitary laterals, water service, and storm sewers as necessary to provide drainage based on new improvements. Site electric, gas and communications will be by the MEP designer. The water and sanitary are assumed to be laterals and not public mains. (Assumes no OEPA submittals)
- **Stormwater Plans** – Provide stormwater detention and water quality design and calculations for the approval of the local agency.
- **Site Construction Details** – Provide construction details for site related items.
- **SWPPP Plan** – Provide a SWPPP plan for submittal to the OEPA.

Exclusions and Assupmtions

The following assumptions apply to this scope and fee:

- No public road improvements are required, other than drive entrances.
- All new water and sewer lines will be private and not required to have easements or OEPA submittals.
- No sanitary lift stations are required.
- No underground detention systems will be required.
- No traffic studies are required

The following items are specifically not included in the scope of work.

- Geotechnical studies
- Environmental Studies
- Boundary Survey, ALTA Survey, Platting or lot consolidation plans (this can be added for an additional fee if needed)

- Private Utility locating
- Detailed Construction cost estimating
- Landscape Plans
- Structural engineering design for footers or retaining wall design.
- FEMA Flood Studies

Fee

The fee for the design scope as defined as follows: \$235,500

- Add for CA (review of submittals & RFI's) \$10,800
- Add for site visits (as requested) \$900 per visit

If you have any questions, please contact Pete Battaglia at 937-259-5001 or PBattaglia@ljbinc.com. We look forward to working with you.

Sincerely,

LJB Inc.



Peter S. Battaglia, P.E., LEED AP
Project Development/ Senior Project Manager

31 July 2025

Andy Knight, Principal

MKSK, Inc.

1818 Race Street

Cincinnati, OH 45202

RE: Design Services Scoping Document for City of Fairfield – Marsh Park

Dear Mr. Knight,

emersion DESIGN is pleased to provide this professional services proposal for the above referenced project. Based on our meetings to date, we understand the project to include the following:

Project Description

Per the Request for Qualifications for the City of Fairfield's (**OWNER**) Marsh Park Master Plan Implementation Project, dated 5/2/2025, this project is to develop design solutions from the conceptual master plan. The total construction budget is anticipated to be approximately \$10 to \$12 Million.

1. Master Plan Exhibits:

a.



LEGEND	
1	BAITHOUSE, RESTROOM, & EQUIPMENT RENTAL; OPERATIONS/MAINTENANCE STORAGE
2	LEASABLE FLEX SPACE (+/- 6,000 SQUARE FEET)
3	OVERLOOK DECK WITH TABLES AND SEATING; ADDITIONAL PATIO SEATING BELOW; (+/- 2,000 S.F.)
4	PRIMARY VEHICULAR ENTRANCE AND GATEWAY SIGN
5	VEHICULAR DIRECTIONAL SIGNAGE
6	PARKING AREA (120 SPACES)
7	FISHING DOCK AND PROMENADE
8	AMPHITHEATER SEATING SPACE (+/- 8,000 S.F.)
9	OVERLOOK AND SEATING AREA
10	SECONDARY BOAT LAUNCH (SHORE ACCESS)
11	SECONDARY BOAT LAUNCH (ADA DOCK)
12	BIKE RACKS AND PUMP/REPAIR STATION
13	TRAIL WAYFINDING SIGN
14	TRAIL CAUTION SIGN; SPECIALTY PAVEMENT
15	GREAT MIAMI RIVER TRAIL
16	LONG-TERM GREAT MIAMI RIVER TRAIL ALIGNMENT
17	SHARED-USE PATH (WIDTH VARIES)
18	FISHING DOCK/BOARDWALK WITH BENCHES
19	BOARDWALK WITH RAILING
20	PARCEL HAS DEED RESTRICTIONS FOR STRUCTURES.
21	POTENTIAL OVERFLOW/FUTURE PARKING

Figure 4.11 | Focus Area '2'
 Programmed events, a convenience store (baithouse), and connections to the Great Miami River Trail are provided in this area.

b.

2. Building Considerations beyond the published master plan exhibits and RFQ:
 - a. Single building for lease space, restrooms, bait shop. Envisioned with deck to view lake.
 - b. Entry at elevation of parking lot, would allow for some storage underneath on lake side.
 - c. Building should be expandable/flexible.
 - d. Master plan program notes approximately 2,000 sf bait house/restroom + 6,000 sf lease space + 2,000 sf deck. Team will collaborate to determine final square footage based on OWNER needs, lake flood elevations, OWNER economics and future expansion opportunities.
3. Site Considerations:
 - a. Scope of site bounded by entry drive to the north (no northern boardwalk as part of this scope).
 - b. No modification to the flood plain as suggested in master plan.
4. Anticipated master plan site elements for structural design, by **SCHAEFER**, include:
 - a. #4 Vehicular entrance gateway monument sign
 - i. The main entry sign element is anticipated to be a premanufactured sign where **SCHAEFER** is designing foundations for reactions from the sign manufacturer. Alternatively, this could be a signage element which the primary structure is entirely in **SCHAEFER's** scope of services
 - b. #7 Fishing dock and promenade.
 - i. The fishing dock and promenade is anticipated to be cast-in-place concrete slab on grade with cast-in-place concrete retaining walls

on up to 3-sides abutting the lake. No shade structures are anticipated as a part of this scope

- c. #9 Overlook and seating area.
 - i. Overlook area and seating is anticipated to be cast-in-place concrete retaining walls which project above the concrete slab on grade at the high side of the overlook. No shade structures are anticipated as a part of this scope.
- d. #10 & #11 Boat Launch foundations on land
 - i. The secondary boat launch and ADA dock are anticipated to be cast-in-place concrete retaining walls which as required to allow for the access to the boat launch areas. The ADA dock is anticipated to be a floating structure designed and provided by a specialty manufacturer. Schaefer to provide a connection point at the shore as required for the floating structure to attach to
- e. #18 Fishing dock/boardwalk
 - i. Fishing dock/Boardwalk with Benches is anticipated to be a wood framed dock which will project into the area of the lake. This dock will be supported by either wood driven piles or concrete drilled piers with wood framing above.

Scope of Services

emersion DESIGN (**EMERSION**) will provide the following design services through its own resources or consultants for architecture, interior design, FFE design, structural engineering, mechanical engineering, plumbing design, fire protection design, electrical engineering, and technology design. **EMERSION** consultants anticipated to include **CMTA** and **SCHAEFER**:

1. Conceptual & Schematic Design Phase (SD)

- a. Kick off meeting
- b. Sustainability Design & Performance Goal Setting
 - i. Host Sustainability Charrette with Stakeholders to identify performance goals.
 - ii. One follow up sustainability charette to confirm goals and determination if formal certifications are to be pursued.
 - iii. Daylight Analysis Modeling (as needed)
 - iv. Integrate sustainability design and high-performance goals into the design documents and system selections to maximize the project performance.
 - v. Review potential Sustainability Certifications based on **OWNER** high-performance goals and objectives. Review associated hard and soft costs associated with the various certification programs.
- c. Stakeholder Engagement
 - i. Meet with approximately four (4) **OWNER** stakeholder user groups to confirm program requirements, list of spaces and their sizes
 - ii. Includes Two (2) Design Charrettes and One (1) final review meeting to confirm the floor plans.

- d. During this pre-design phase, the previously developed master plan for the site will be reviewed, evaluated and confirmed. Design refinements will be developed based on the site analysis information and program development. All refinements to the master plan will be reviewed and approved by **OWNER**.
- e. Collaborate with MKSK and provide Revit model(s) and export(s) for MKSK created renderings.
- f. Collaborate with **OWNER** on finalizing Construction Delivery Method, assumed to be either Construction Manager at Risk (CMaR) or Single-Prime General Contracting (hereinafter **CONTRACTOR**).
- g. Deliverables:
 - i. Comprehensive Schematic Design Plans
 - ii. Program Of Requirements.
 - iii. Illustrative plans, images, and narratives
 - iv. Project Sustainability Goals and Performance Metrics tracking document.
 - v. Basic Energy Modeling and HVAC return on investment information.
 - vi. Building system narratives to aid in cost estimating, prepared by Others.
 - vii. Provide recommended structural systems for new construction facilities, and select site elements based on geotechnical investigation. Establish possible lateral and vertical force resisting systems based on the proposed architectural elements of the building. Prepare structural narrative with sketches as required.
 - viii. Collaborate on design intent to assist in establishing the project budgets.
 - ix. Evaluate and provide opinion on Cost Estimates prepared by others.
 - x. Regular Design Team Coordination meetings
 - xi. **OWNER** Meetings: Six (6) meetings total anticipated in this phase.

2. Design Development Phase (DD)

- a. Architectural and Interior Design – **EMERSON**
 - i. Dimensioned Floor plans
 - ii. Roof types and slopes
 - iii. Building Sections & typical wall sections
 - iv. Reflected Ceiling Plan assumptions
 - v. Preliminary Specifications & Finish Schedule
 - vi. Interior design will include building interior finishes, furniture and equipment. Prepare two (2) interior building finishes schemes for review and selection of one (1) scheme as the basis of the final building interior finishes design.
- b. Structural Engineering – **SCHAEFER**
 - i. Preliminary Structural system design for new construction facilities.
 - ii. Preliminary Structural system design for included site elements.

- c. Mechanical Engineering – **CMTA**
 - i. Design the building's HVAC system and coordinate equipment requirements with the **OWNER**.
 - ii. Locate major pieces of equipment including their size and capacity
 - iii. Plans showing main ductwork distribution and branch ductwork
- d. Plumbing and Fire Protection Engineering – **CMTA**
 - i. Design and engineering for the potable and non-potable water distribution systems for the facilities, and plumbing fixtures.
 - ii. Design and engineering for fire protection systems.
 - iii. Includes utilities to approximately 5' outside the building to be coordinated with **MKSK** and Civil Engineer.
- e. Electrical & Technology – **CMTA**
 - i. Design for service upgrades as required.
 - ii. Select lighting fixtures and create lighting plans, schedules, and specifications to meet the expectations of the proposed floor plans and site development. Provide photometric calculations of all areas to ensure proper lighting levels are being achieved.
 - iii. Review and design life safety requirements and emergency lighting requirements for the scheduled building(s).
 - iv. Develop layout for the fire detection and alarm system per the architectural plans.
 - v. Develop the power plans for all general power, and equipment specific power requirements.
 - vi. Develop electrical equipment connection plans for miscellaneous electrical equipment connections (i.e. door openers, HVAC equipment, dampers, low-voltage transformers, etc.).
 - vii. Coordinate new data outlet layout with the architectural elevations.
 - viii. Design for all low voltage will include rough-in locations and raceway requirements for the low-voltage systems, including any card reader locations. Equipment and cabling specifications are to be provided by **OWNER**.
 - ix. Develop renewable energy strategies.
 - x. Outline technical specifications.
- f. Deliverables:
 - i. Comprehensive Design Development Plans
 - ii. Outline technical specifications.
 - iii. Update Project Sustainability Goals and Performance Metrics tracking document.
 - iv. Collaborate on design intent to assist in updating the project budgets.
 - v. Evaluate and provide opinion on Cost Estimates prepared by others, and review value engineering opportunities.
 - vi. Regular Design Team Coordination meetings
 - vii. **OWNER** Meetings: Six (6) meetings total anticipated in this phase

3. Construction Documents (CD) | Permit | GMP Phase:

- a. One (1) meeting with the Zoning Department, the Building Department and the Fire Department.
- b. Based on the **OWNER's** approval of the Design Development Documents, and on the **OWNER's** authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, **EMERSION** shall prepare Construction Documents for the **CONTRACTOR's** review and the **OWNER's** approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The **OWNER** and **EMERSION** acknowledge that, in order to perform the Work, the **CONTRACTOR** will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which **EMERSION** shall review in accordance with Construction Administration services.
- c. **EMERSION** shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- d. During the development of the Construction Documents, if requested by the **OWNER**, **EMERSION** shall assist the **OWNER** and **CONTRACTOR** in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.
- e. Architectural and Interior Design – **EMERSION**
 - i. Final Construction Documents
 - ii. Final specifications
 - iii. Coordinate FFE procurement with **OWNER**.
- f. Structural Engineering – **SCHAEFER**
 - i. Final Construction Documents
 - ii. Final specifications
- g. Mechanical Engineering – **CMTA**
 - i. Final Construction Documents
 - ii. Final specifications
- h. Plumbing and Fire Protection Engineering – **CMTA**
 - i. Final Construction Documents – Includes utilities to approximately 5' outside the building to be coordinated with **MKSK** and Civil Engineer.
 - ii. Final specifications
- i. Electrical & Technology – **CMTA**

- i. Final Construction Documents
 - ii. Final specifications
 - iii. Equipment and cabling specifications are to be provided by **OWNER**.
- j. Cost Estimating
 - i. Collaborate with CMR for design intent and provide feedback on the CMR prepared Cost Estimate.
- k. Permitting
 - ii. Provide services necessary to acquire building permit
 - i. Respond to Permit comments as required
 - ii. **EMERSION** will collect documents, coordinate & submit for permit. Fees will be paid by **OWNER** directly or can be paid through **EMERSION** as an approved reimbursable expense.
- l. Review of the CMR's Guaranteed Maximum Price Proposal
 - i. Coordinate with **OWNER** and CMR to Issue for Bidding a GMP package.
 - ii. Manage RFI (Request for Information from the contractors)
 - iii. Collaborate with **OWNER** and CMR to review Bid Results and make recommendation to **OWNER** for executing a GMP with the CMR.
 - iv. Review of the **CONTRACTOR**'s Guaranteed Maximum Price Amendment.
 - v. After 100% Construction Documents have been completed, the **CONTRACTOR** shall prepare, for review by the **OWNER** and **EMERSION**, and for the **OWNER**'s acceptance or approval, a Guaranteed Maximum Price Amendment. **EMERSION** shall assist the **OWNER** in reviewing the **CONTRACTOR**'s proposal or estimate. **EMERSION**'s review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the **CONTRACTOR**'s proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that **EMERSION** discovers any inconsistencies or inaccuracies in the information presented, **EMERSION** shall promptly notify the **OWNER** and **CONTRACTOR**.
 - vi. Upon authorization by the **OWNER**, **EMERSION** shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment to create a Conformed document set for construction.
- m. Engagement
 - i. Regular Design Team Coordination meetings
 - ii. **OWNER** Meetings: Eight (8) meetings total anticipated in this phase.

4. Construction Administration & Close Out Phase (CA I CO):

- a. Provide CA services as necessary to ensure that the expectations set forth in the documents are carried out by the contractors with the level of quality that is expected.
- b. **EMERSION's** responsibility to provide Construction Phase Services commences upon the **OWNER's** acceptance of the **CONTRACTOR's** Guaranteed Maximum Price Amendment.
- c. Construction Administration schedule is assumed to be fifty-two (52) weeks.
- d. Forty (40) progress site visits
- e. Participate in project progress meetings (included in the site visits)
- f. Evaluations of the Work
 - i. **EMERSION** shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in CA services, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, **EMERSION** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, **EMERSION** shall keep the **OWNER** reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the **OWNER** (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the **CONTRACTOR**, and (3) defects and deficiencies observed in the Work.
 - ii. **EMERSION** has the authority to reject Work that does not conform to the Contract Documents. Whenever **EMERSION** considers it necessary or advisable, **EMERSION** shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of **EMERSION** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of **EMERSION** to the **CONTRACTOR**, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
 - iii. **EMERSION** shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the **OWNER** or **CONTRACTOR**. **EMERSION's** response to such

requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

- iv. Interpretations and decisions of **EMERSION** shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, **EMERSION** shall endeavor to secure faithful performance by both **OWNER** and **CONTRACTOR**, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. **EMERSION's** decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- v. Unless the **OWNER** and **CONTRACTOR** designate another person to serve as an Initial Decision Maker, **MKSK** shall render initial decisions on Claims between the **OWNER** and **CONTRACTOR** as provided in the Contract Documents, and **EMERSION** shall provide opinion to **MKSK**.
- g. **EMERSION** shall advise and consult with the **OWNER** and **CONTRACTOR** during the Construction Phase Services. **EMERSION** shall have authority to act on behalf of the **OWNER** only to the extent provided in this Agreement. **EMERSION** shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall **EMERSION** be responsible for the **CONTRACTOR's** failure to perform the Work in accordance with the requirements of the Contract Documents. **EMERSION** shall be responsible for **EMERSION's** negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the **CONTRACTOR** or of any other persons or entities performing portions of the Work.
- h. Certificates for Payment to **CONTRACTOR** or Contractor
 - i. **MKSK** will be responsible for Certificates of Payment. **EMERSION** shall provide opinion, as requested by **MKSK**.
- i. Submittal Review
 - i. **EMERSION** shall review the **CONTRACTOR's** submittal schedule and shall not unreasonably delay or withhold approval of the schedule. **EMERSION's** action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in **EMERSION's** professional judgment, to permit adequate review.
 - ii. **EMERSION** shall review and approve, or take other appropriate action upon, the **CONTRACTOR's** submittals such as Shop Drawings, Product Data

and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the **CONTRACTOR's** responsibility. **EMERSION's** review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. **EMERSION's** approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- iii. If the Contract Documents specifically require the **CONTRACTOR** to provide professional design services or certifications by a design professional related to systems, materials, or equipment, **EMERSION** shall specify the appropriate performance and design criteria that such services must satisfy. **EMERSION** shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the **CONTRACTOR's** design professional, provided the submittals bear such professional's seal and signature when submitted to **EMERSION**. **EMERSION's** review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. **EMERSION** shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- iv. **EMERSION** shall review and respond to requests for information about the Contract Documents. **EMERSION** shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. **EMERSION's** response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, **EMERSION** shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

j. Changes in the Work

- i. **EMERSION** may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. **EMERSION** shall

prepare Change Orders and Construction Change Directives for the **OWNER's** approval and execution in accordance with the Contract Documents.

- k. Two (2) Preliminary and One (1) Final Architectural Punch List Visit per Building (4 buildings total)
- l. One (1) Above Ceiling Punch List Visit per Building (4 buildings total)
- m. One (1) Preliminary and One (1) Final MEP Punch List per Building (4 buildings total)
- n. Periodic Civil Site Visits to observe that construction meets the intent of design and One (1) Final Civil Punch List
- o. One (1) Preliminary and One (1) Final Landscape Punch List
- p. Project Completion
 - i. **EMERSION** shall:
 - 1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - 2. Issue Certificates of Substantial Completion;
 - 3. Forward to the **OWNER**, for the **OWNER's** review and records, written warranties and related documents required by the Contract Documents and received from the **CONTRACTOR**; and
 - 4. Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of **EMERSION's** knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
 - ii. **EMERSION's** inspections shall be conducted with the **OWNER** to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the **CONTRACTOR** of Work to be completed or corrected.
 - iii. When Substantial Completion has been achieved, **EMERSION** shall inform the **OWNER** about the balance of the Contract Sum remaining to be paid the **CONTRACTOR**, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
 - iv. **EMERSION** shall forward to the **OWNER** the following information received from the **CONTRACTOR**: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the **OWNER** against liens; and (3) any other documentation required of the **CONTRACTOR** under the Contract Documents.
- q. 11 Month Walk Through

- i. Upon request of the **OWNER**, and prior to the expiration of one year from the date of Substantial Completion, **EMERSION** shall, without additional compensation, attend a meeting with the **OWNER** and **CONTRACTOR** to review the facility operations and performance.

Milestone Schedule

We anticipate the design and construction process to be approximately:

- Conceptual | SD: Complete by December 2025
- DD: Complete by April 2026
- CD: Complete by August 2026
- Bidding | Permitting: Complete by October 2026
- CA: Complete by October 2027
- 11 Month Walkthrough: Complete by September 2028

Proposal Assumptions

Our proposal and fees are based on the following:

1. FFE Design services include the **OWNER** direct purchasing FFE. **EMERSION** will assist **OWNER** in basis of design selections, layouts, and design intent for **OWNER** To procure directly.
2. Technology Design services include coordinating data device locations.
 - a. Technology Design services will include rough-in locations and raceway requirements for the low-voltage systems, including card reader locations.
 - b. Equipment and cabling specifications are to be provided by **OWNER**.
 - c. Low-voltage systems include: data/communication, surveillance, access control, television, and audio.
 - d. Structured cabling,
3. CAD files are not available and site investigation will be required to confirm existing conditions.
4. Our proposal is based on developing up to three (3) design packages for bidding early procurement and GMP amendments.
5. Design drawings will be developed utilizing Revit 2022 and BIM360 to a maximum of AIA BIM Level of Detail 300.
 - a. Taking the construction documents beyond BIM LOD 300 is not included.
 - b. Presentations, 3D printed models, rendered videos beyond those described in basic services can be provided as an additional service.

6. Mileage for regular meetings and site visits listed in the scope of services are included in the fee.
 - a. Additional mileage or out-of-town travel will be reviewed with **MKSK** as an approved reimbursable expense.
7. All fees (including permit fees) and associated project out-of-pocket expenses will be paid by others.
8. Design Documents will be provided electronically to MKSK or **OWNER** for Permit, Design Submittals, Bidding and Construction. Printing of paper copies can be provided as an **OWNER** approved reimbursable expense.
9. Additional Services
 - a. Upon recognizing the need to perform the following Additional Services, **EMERSION** shall notify MKSK with reasonable promptness and explain the facts and circumstances giving rise to the need, in accordance with the Prime Agreement. **EMERSION** shall not proceed to provide the following Additional Services until **EMERSION** receives MKSK's written authorization:
 - i. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the **CONTRACTOR** or the **OWNER**, approvals given by the **OWNER**, or a material change in the Project including size, quality, complexity, the **OWNER's** schedule or budget for Cost of the Work, or bid packages in addition to those listed in Construction Documents Services.
 - ii. Making revisions in Drawings, Specifications, or other documents, when such revisions are required because the **CONTRACTOR's** Guaranteed Maximum Price Amendment exceeds the **OWNER's** budget after 100% Construction Documents Completion.
 - iii. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Work Product.
 - iv. Changing or editing previously prepared Work Product necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Work Product when those Work Product were prepared in accordance with the applicable standard of care.
 - v. Services necessitated by decisions of the **OWNER** or **CONTRACTOR** not rendered in a timely manner or any other failure of performance on the part of the **OWNER** or the **OWNER's** consultants or contractors;

- vi. Preparing digital models or other design documentation for transmission to the **OWNER's** consultants and contractors, or to other **OWNER-** authorized recipients.
 - vii. Preparation of design and documentation for alternate bid or proposal requests proposed by the **OWNER** or **CONTRACTOR** after 100% Construction Documents.
 - viii. Preparation for, and attendance at, a public presentation, meeting or hearing.
 - ix. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where **EMERSION** is party thereto;
 - x. Consultation concerning replacement of Work resulting from fire or other cause during construction.
 - xi. Assistance to the Initial Decision Maker, if other than **EMERSION**.
 - xii. Services necessitated by replacement of the **CONTRACTOR** or conversion of the **CONTRACTOR** as constructor project delivery method to an alternative project delivery method.
 - xiii. Services necessitated by the **OWNER's** delay in engaging the **CONTRACTOR**.
 - xiv. Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included after the Guaranteed Maximum Price Amendment Conformed Documents.
 - xv. Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included after the Guaranteed Maximum Price Amendment Conformed Documents.
- b. To avoid delay in the Construction Phase, **EMERSION** shall provide the following Additional Services, notify MKSK and the **OWNER** with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of **EMERSION's** notice, MKSK determines that all or parts of the services are not required, MKSK shall give prompt written notice to **EMERSION** of the **MKSK's** determination. MKSK shall compensate **EMERSION** for the services provided prior to **EMERSION's** receipt of MKSK's notice:
- i. Reviewing a **CONTRACTOR's** submittal out of sequence from the submittal schedule approved by **EMERSION**;
 - ii. Responding to the **CONTRACTOR's** requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the **CONTRACTOR** from a careful study and comparison of the Contract Documents, field conditions, other

- iii. Preparing Change Orders, and Construction Change Directives that require exhaustive evaluation of the **CONTRACTOR's** proposals and supporting data, or the preparation or revision of Work Product;
 - iv. Evaluating an extensive number of Claims as the Initial Decision Maker; or
 - v. Evaluating substitutions proposed by the **OWNER** or **CONTRACTOR** and making subsequent revisions to Work Product resulting therefrom.
- c. **EMERSION** shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, **EMERSION** shall notify MKSK:
- i. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the **CONTRACTOR**
 - ii. Visits to the site by **EMERSION** during construction, beyond the quantity outlined under CA Services.
 - iii. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - iv. Two (2) inspections for any portion of the Work to determine final completion
- d. Except for services required under Construction Administration Services and those services that do not exceed the limits set forth in Additional Services, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the **OWNER** and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent **EMERSION** incurs additional cost in providing those Construction Phase Services

Fees

In consideration of **EMERSION'S** satisfactory performance of the services hereunder, **MKSK** agrees to pay **EMERSION** compensation as follows:

Conceptual SD		\$176,750	
DD		\$204,500	
CD PERMIT GMP		\$194,750	
CA CO		\$204,500	
TOTAL DESIGN SERVICES (LUMP SUM FEE)		\$780,500	

Thank you for this opportunity, and we look forward to continuing our work with you on this project.

Sincerely,



Brett W. Macht | RA, LEED AP BD+C
Principal, emersion DESIGN

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH MKSK, INC. FOR ENGINEERING AND ARCHITECTURAL SERVICES AS RELATED TO THE IMPLEMENTATION OF THE MARSH PARK MASTER PLAN – PHASE 1.

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

Section 1. The City Manager is hereby authorized to enter into a professional services contract with MKSK, Inc. for engineering and architectural services as related to the implementation of the Marsh Park Master Plan – Phase 1 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\2025\MKSK, INC-ORD



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Pool Management Contract Extension

Legislation Title:

Ordinance to authorize the City Manager to execute an addendum to the contract with SwimSafe Pool Management, Inc. for the 2026, 2027, and 2028 calendar years and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a contract extension with SwimSafe Pool Management, Inc. for the 2026, 2027, and 2028 calendar years.

Discussion:

This contract pertains to the management and operation of the City of Fairfield Aquatic Center located on Augusta Boulevard. SwimSafe has successfully managed the facility on behalf of the Parks and Recreation Department since the 2021 season. Under this agreement, SwimSafe will continue to ensure that all staffing meets or exceeds the minimum standards set by the City of Fairfield and complies with the requirements established by the State Department of Health.

As part of this contract, SwimSafe will also continue to provide front desk attendants. Operational preparations for the pool begin in April, with SwimSafe coordinating closely with City staff throughout the season, concluding operations and assisting with closure procedures in September.

The proposed contract addendum - including pricing, scheduling and staffing obligations - is attached for Council review.

Financial Impact:

None at this time. Funding for this contract has been through the operating budget.

Emergency Provision:

A suspension of rules and emergency provision is being requested to allow for expedited execution of a contract with SwimSafe in early 2025, based on the terms outlined in the attached quote. Staff believe it is essential to proceed promptly to secure SwimSafe's services and reserve a place in their operational schedule for the 2026, 2027, and 2028 pool seasons.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. SwimSafe Addendum
2. SWIMSAFE POOL MANAGEMENT-ORD



**ADDENDUM TO THE SWIMMING POOL MANAGEMENT AND MAINTENANCE
AGREEMENT WITH CITY OF FAIRFIELD**

Effective _____, 2025 City of Fairfield ("Client") agrees to amend the Swimming Pool Management and Maintenance Agreement ("Agreement") with SwimSafe Pool Management, Inc. ("SSPM"), originally dated February 1, 2021, and extended through December 31, 2025 under the following terms and conditions:

1. The Agreement will be extended through December 31, 2028 and the price will be \$270,272.00 for year 2026 and \$278,380.00 for year 2027, and \$278,380.00 for year 2028, and payment shall be made in accordance with the revised Exhibit "A" attached hereto.
2. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.
3. This offer shall lapse if not signed and returned by Client on or before August 1, 2025.

CITY OF FAIRFIELD

SWIMSAFE POOL MANAGEMENT

EXHIBIT "A"
Fees and Payment Schedule
City of Fairfield
YEAR 2026

Month	Monthly Total
January	\$.00
February	\$.00
March	\$.00
April	\$23,000.00
May	\$44,872.00
June	\$57,000.00
July	\$57,000.00
August	\$57,000.00
September	\$31,400.00
October	\$.00
November	\$.00
December	\$.00
TOTAL	\$ 270,272.00

YEAR 2027
YEAR 2028

Month	Monthly Total
January	\$.00
February	\$.00
March	\$.00
April	\$24,000.00
May	\$45,980.00
June	\$59,000.00
July	\$59,000.00
August	\$58,000.00
September	\$32,400.00
October	\$.00
November	\$.00
December	\$.00
TOTAL	\$ 278,380.00

EXHIBIT "B"

City of Fairfield 2026 - 2028

Pool Schedule, Hours of Operation, and Staffing

May 23, 2026 through September 7, 2026

May 29, 2027 through September 6, 2027

May 27, 2028 through September 4, 2028

Monday	12:00 pm-8:00 pm
Tuesday	12:00 pm-8:00 pm
Wednesday	12:00 pm-8:00 pm
Thursday	12:00 pm-8:00 pm
Friday	12:00 pm-8:00 pm
Saturday	12:00 pm-8:00 pm
Sunday	12:00 pm-6:00 pm
Memorial Day	12:00 pm-8:00 pm
July 4th	12:00 pm-8:00 pm
Labor Day	12:00 pm-8:00 pm

School Day Hours will begin on August 10, 2026, on August 16, 2027, and on August 14, 2028. The pool will only be open on Saturday (12pm-8pm) and Sunday (12pm-6pm) and Labor Day (12pm-8pm).

Staffing:

Pool Manager: One (1) Pool Manager, Assistant Manager or Head Lifeguard will be on duty during all hours of pool operation, including swim team, swimming lessons and any other event or party.

Lifeguards: Head lifeguards, lifeguards, and attendants will be staffed during all hours of operation. Staffing will exceed the required Department of Health and City of Fairfield staffing minimum standards.

Twelve (12) lifeguards will be provided from 12:00-4:00 PM and eleven (11) lifeguards will be provided from 4:00 PM to close.

Front Desk Attendant(s): Two (2) front desk persons will be provided from 11:30 am to 7:30 pm Monday - Saturday and 11:30 am to 5:30 pm on Sundays

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN
ADDENDUM TO THE CONTRACT WITH SWIMSAFE POOL MANAGEMENT,
INC. FOR THE 2026, 2027 AND 2028 CALENDAR YEARS AND DECLARING
AN EMERGENCY.

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

- Section 1.

The City Manager is hereby authorized to execute an addendum to the contract with SwimSafe Pool Management, Inc. for the 2026, 2027 and 2028 calendar years in accordance with the contract 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 contract with SwimSafe can be executed in early 2025 to secure SwimSafe’s services and reserve a place in their operational schedule; 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 Communication
Regular Meeting - August 11, 2025**

Submitted by: Mandi Brock, Parks & Recreation Director
Department: Parks & Recreation

Subject:

Ohio Urban Forestry Grant Application & Agreement

Legislation Title:

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

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

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision granting the City Manager the authority to execute an application and enter into an agreement for a grant to support the long-term growth and development of the City of Fairfield's urban community forestry program, in alignment with the goals of the City's sustainability plan.

Discussion:

It is necessary for City Council to authorize the City Manager to execute a grant application and agreement with the Ohio Department of Natural Resources, Division of Forestry, to secure financial assistance for the continued development of Fairfield's urban forestry program. The proposed project includes conducting a comprehensive tree inventory and developing a subsequent tree management plan for the City.

The scope of work will involve inventorying and assessing the condition of public trees along city streets and within landscaped areas of public parks. Additionally, a focused management plan will be created for two census blocks identified within environmental justice zones, with special attention given to the unique needs of these areas.

If approved, the Ohio Department of Natural Resources will fund 100% of the project, estimated at \$100,000. This is a reimbursement grant, requiring the City to allocate project funds up front and seek reimbursement from ODNR as work is completed.

Financial Impact:

No immediate financial impact.

Emergency Provision:

The application for this grant is due to the Ohio Department of Natural Resources by August 27, 2025; therefore, a suspension of rules and emergency provision is being requested.

Rule Suspension Requested:

yes

ATTACHMENTS:

1. Urban Forestry Grant Application
2. OHIOS URBAN FORESTRY GRANT-ORD

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

SUBMISSION INSTRUCTIONS AND TIMELINE

Government agencies and nonprofit organizations are eligible to submit proposals for consideration under this competition. Funds supplied by the USDA Forest Service are intended to substantially invest in the long-term growth and development of local urban and community forestry programs.

This RFP is a follow up grant program to supplement the original grant program in 2024 to build upon executed awards and fund new projects. Existing awardees, unfunded applicants and new partners are all encouraged to apply.

PLEASE SUBMIT APPLICATIONS TO urban.forestry@dnr.ohio.gov NO LATER THAN **August 27, 2025**. Supporting documents may be included with the application form. Applicants will be notified of funding status by October 15, 2025. Projects must be completed by June 30, 2027.

There will be an on-line mandatory meeting after grants have been awarded. All individuals directly involved in work relating to the grant are required to attend. We also recommend that any individual supporting the grant (i.e. tree commissioners, staff, local officials etc.) also attend the on-line meeting.

ELIGIBILITY

Projects funded through this opportunity must be focused on delivering 100% of the program benefits to the eligible communities and will receive a full match waiver.

[Eligible Communities Map available HERE \(download size: 141.34 MB\).](#)

[Eligible Communities Parcel List available HERE \(download size: 217.08 KB\)](#)

Proposed work in communities outside of eligible census tracts is subject to DOF approval.

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

GRANT PROGRAM GOALS

- To contract with local governments or non-profits for the purchase and planting of trees for public benefits.
- To restore community tree canopy with large-stature trees and promote species diversity.
- To reduce stormwater runoff, maximize filtration of overland flow, and improve watershed health.
- To enhance the quality of life in participating cities, villages, and townships.
- Promoting urban forestry benefits through the proper planting and care of trees.
- To strengthen and support existing comprehensive community tree care programs.
- To ensure that urban forests provide communities with clean air and water, increased property values, wildlife habitat, and reduced erosion, stormwater runoff, and energy demands.
- To promote Ohio's nursery, arboriculture, and landscape industries through tree purchase and installation contracts.
- To increase the capacity of Ohio communities to effectively manage and grow their urban forest canopy.
- To build sustainable urban forestry programs.
- To mitigate urban heat islands.

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

GENERAL INFORMATION

ELIGIBLE PROGRAM ACTIVITIES

Professional Staff – Full or part-time staff or contractual staff to implement any program activity noted below. Funds can be for new or existing staff.

Planning – Funding for staff or contractors to complete an urban forest management plan, tree inventory, operations review, tree risk assessment, street tree planting Design, specification development, and tree related ordinance review and development.

Risk Mitigation – Funding to support high-risk tree removal and/or pruning on public property. Must be supported by professionally based tree risk assessment data and/or a risk management plan. Grants funding tree removals must include tree planting at no less than a 1-to-1 ratio.

Proactive Maintenance – Applicants may apply for funds to conduct mature tree pruning, young tree training and care, and tree and soil protection measures.

Site Preparation – Funding category for site preparation prior to tree planting. Eligible activities include soil amendment (the recipe), suspended pavement/soil cell, hardscape removal, and stump grinding.

Training – Funds for staff to attend urban forestry related trainings, or to fund trainings for staff and/or volunteers delivered by contractors, or to develop training programs.

Tree Planting and Establishment – Grant applicants may apply for tree planting and establishment on public property. All tree planting projects will be required to conform to the USDA Forest Service Eastern Region Tree Planting Guidelines. All trees must be selected, planted, and maintained according to the latest version of Ohio's endorsed tree planting specifications, American National Standards Institute (ANSI) Z60.1 Nursery Stock Standards, ANSI A300 Tree Care Standards, and International Society of Arboriculture (ISA) Best Management Practices.

Urban Food Forests – Grant applicants may apply for funding to support creation of urban food forests in disadvantaged communities.

Urban Wood Utilization – Grant applicants may apply for funding to support utilization of urban wood.

Extreme Heat Mitigation – Grant applicants may apply for funding to complete urban forestry projects designed to mitigate urban heat island effects in communities.



APPLICATION DEADLINE
August 27, 2025

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

GENERAL INFORMATION

INELIGIBLE PROGRAM ACTIVITIES

Any activity not benefiting eligible communities— as defined by ODNR's eligible community map.

Land acquisition or construction – Funds from this grant cannot be directly used to purchase real property or construct buildings.

Utility infrastructure upgrades – The grant can be used to support any defined eligible activity in conjunction with these upgrades, but not utility upgrades or relocations.

Street or sidewalk upgrades – The grant can be used to support any defined eligible activity in conjunction with these upgrades, but not the sidewalk, street maintenance, or similar hard infrastructure upgrades themselves unless specifically designed for tree establishment (e.g. suspended pavement system).

Subawards – Subawards are not allowed unless approved by the Ohio Division of Forestry Urban Forestry Administrator in writing.

Equipment – As defined by federal regulations 2 CFR Part 200, as generally any one-single item with a purchase value of over \$5,000 which has a useful life of over 1-year.

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

TIMELINE

These grants will be scheduled to end by the state biennium, June 30, 2027. Extensions may be offered if requested and mutually agreed.

Communities lacking written urban forest management plans, tree work specifications, or urban forestry policies or have outdated ordinances are encouraged to utilize this grant opportunity to address these needs to further improve local urban forestry programming.

- Grant requests may range from \$15,000 to \$100,000.
- Federal grant monies awarded under this program will be paid only upon evidence of project completion and approval of eligible expenses.
- All tree plantings must conform to the USDA Forest Service Eastern Region Tree Planting Guidelines.
- All trees must be selected, planted, and maintained according to the latest version of Ohio's endorsed tree planting specifications, ANSI Z60.1 Nursery Stock Standards and ANSI A300 Tree Care Standards, and ISA Best Management Practices.
- Subcontracted firms must have appropriate insurance and Workers Compensation. No service contracts may exceed \$30,000 in total without the expressed written approval of the Ohio Division of Forestry's Urban Forestry Administrator.
- Applicants utilizing grant funds for pruning, removal, or any other tree care work must follow all OSHA regulations and the latest versions of ANSI A300 Tree Care Standards and ANSI Z133 Arboricultural Operations Safety Requirements.
- Applicants utilizing grant funds for tree removals must explain the evaluation criteria (e.g., utilize an ISA Tree Risk Assessment Qualified (TRAQ) arborist for evaluation).
- Application approval will be based on evaluation criteria and previous grant performance.
- ODNR reserves the right to suggest modifications to the scope of work and reduce grant awards as necessary.
- At least a portion of the funds must be used for tree planting.
- The U.S. Forest Service will be acknowledged as a funding source for work performed under this grant, including any future signage requirements.
- All awardees are required to attend a mandatory, on-line meeting post award period. The Ohio Division of Forestry will announce the date, time and login information upon grant award.

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

Applications MUST include:

- A signed statement from a designated community official (Mayor, Manager, Administrator, Service Director, etc.) certifying responsibility for the maintenance for any public tree planting. If this is a multi-community grant, please include this information for each entity.
 - An authorizing resolution by council for municipal governments, Board of Directors for non-profit agencies, or equivalent entity. If this is a multi-community grant, please include this information for each entity.
 - The community's Unique Entity ID (UEI). If this is a multi-community grant, only the lead applicant information is required.
 - The community's State of Ohio Supplier ID Number. If this is a multi-community grant, only the lead applicant information is required.
 - Completed application form.
- **Non-profit organizational applications must also include:**
 - A copy of the IRS letter of determination indicating non-profit status.
 - Documented permission from the land-owning authority (e.g., city, village, township) where the project will be performed.

Applicants are encouraged to follow the Tree Commission Academy's Disciplined Investment Strategy when applying for programmatic work. Adhering to the strategy's budget priorities will ensure that over time all trees in a community will be safe, healthy, long-lived, and cost effective. Budget priorities in order from highest to lowest priority include professional staffing, resource assessment and planning, risk mitigation, proactive maintenance, site preparation, and tree planting. Applicants are encouraged to provide documentation of, or apply for, higher priority elements of a sustainable urban forestry program when applying for programmatic elements lower on the priority scale. For example, should an applicant seek to fund high-risk tree removal, they are encouraged to provide documentation of or apply for funding a tree risk assessment to inform them of the work necessary in the lower priority element.

OHIO'S URBAN FORESTRY GRANT PROGRAM

Federal Grant ID: 23-DG-11094200-363

EVALUATION CRITERIA

The DOF will evaluate each submission based on community need, budget proposal, and the proposal's long-term impact on community tree cover. A risk assessment will be completed for each community based on information available to ODNR and past performance on grant agreements.

The DOF may, at its sole discretion, request the applicant modify the application prior to award. In all cases the final application will be incorporated into the grant subaward agreement.

If you have questions regarding the types of planting projects or components that may be considered, please contact your Regional Urban Forester or email Columbus staff at urban.forestry@dnr.ohio.gov.

MONITORING & REIMBURSEMENT PROCESS

All grants are awarded on a reimbursement basis. Reimbursements may be requested no more often than quarterly. Reimbursements must be requested in a manner and form provided by the division, including a narrative report on grant progress and expenditures.

Regional urban foresters, or other designees, will meet with grant recipients at least quarterly to monitor grant progress. Recipients are expected to take programmatic and technical directions from the regional urban forester. All reimbursement requests must be approved by the division's urban forestry administrator.

Two meetings will be held to explain the grant program and requirements on Microsoft Teams. Attendance for applicants is not required.

@ 10:00 AM on Thursday June 5, 2025

OR

@ 1:00 PM Tuesday June 10, 2025

**URBAN GRANT PROGRAM
APPLICATION FORM**

Grant Applicant: _____

Unique Entity ID# _____ **State of Ohio Supplier ID#** _____

Project Lead: Provide the contact information of the grant administrator for the project.

Name: _____

Email: _____

Phone: _____

Address: _____

Funding Requested (min \$15,000, max \$100,000): _____ **County:** _____

\$ Population impacted by grant activities: _____

Census tracts (11 digits) in project:

Utilize the Eligible Communities Map available [HERE](#) (download size: 141.34 MB)

OR

Utilize the Eligible Communities Parcel List available [HERE](#) (download size: 217.08 KB)

**URBAN GRANT PROGRAM
APPLICATION FORM**

Scope of Work: Provide a detailed narrative that describes your project and the implementation timeline. Be sure to include relevant details on the portion of the project that will support tree planting. Attach additional pages if necessary.

URBAN GRANT PROGRAM APPLICATION FORM

Describe how you have or plan to engage local citizens to gather input, identify interests and needs of the community and bring underrepresented viewpoints into decision making processes. Include information on engagement methods and how information will be used in decision making and implementation.

Budget: Complete the budget table and budget explanation that outlines the proposal request. Include leveraged funds that will be utilized in the project but are not part of the grant request. Leveraged funds can include in-kind services, supplies, or equipment use. Reference the DOF urban subaward grant manual for an explanation of each category. Describe who will work on the grant, what supplies will be purchased, and what portion of the project will be contracted. **THE DIVISION OF FORESTRY OBTAINED A MATCH WAIVER FOR THIS GRANT THAT IS PASSED ALONG TO ALL GRANT RECIPIENTS. NO MATCHING FUNDS ARE REQUIRED.** Leveraged funds are additional funds your community is investing in the work. It may help in explaining overall community commitment to urban forestry.

Budget Items	Funding Request (\$)	Leveraged Funds (\$)	Budget Detail/ Source of Leverage
Personnel			
Fringe			
Supplies			
Contractual			
Travel			
Volunteer			
Other			
Indirect			
TOTAL			

**URBAN GRANT PROGRAM
APPLICATION FORM**

Budget Explanation:

Checklist for a completed application:

- | | |
|---|---|
| ☐ Authorizing council resolution (if applicable) | ☐ <u>Unique Entity ID (UEI)</u> with <i>active</i> registration status in <u>SAM.gov</u> |
| ☐ State of Ohio <u>Supplier ID Number</u> | ☐ Signed statement certifying responsibility for maintenance |

IF ANY OF THESE ITEMS ARE MISSING YOUR APPLICATION MAY BE EXCLUDED FROM CONSIDERATION.

OPTIONAL ATTACHMENTS

- ☐ Planting Design
- ☐ City urban forest plan
- ☐ Summary of Risk Management / Tree Risk Assessment information
- ☐ i-Tree Landscape analysis summary
- ☐ Budget detail information
- ☐ Organization chart showing key project members
- ☐ Gantt Chart showing project timelines
- ☐ Existing relevant tree ordinance(s)
- ☐ Letter of support from tree commission

URBAN GRANT PROGRAM APPLICATION FORM

NONDISCRIMINATION DISCLOSURE

In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., braille, large print, audiotape, American Sign Language, etc.) should contact the responsible state or local agency that administers the program or USDA's target center at (202) 720-2600 (voice and TTY) or contact USDA through the federal relay service at (800) 877-8339. Additionally, program information is also available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE OHIO’S URBAN FORESTRY GRANT APPLICATION AND AGREEMENT 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 the Ohio’s Urban Forestry Grant Application and Agreement in accordance with the application and 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 application for the grant is due to the Ohio Department of Natural Resources by August 27, 2025; 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 Communication
Regular Meeting - August 11, 2025**

Submitted by: John Clemmons, Law Director
Department: Law Department

Subject:

Resolution to authorize the City Manager or his designee to submit the City of Fairfield's vote to approve the Purdue Pharma LP Bankruptcy Plan by September 16, 2025 related to opioid claims.

Legislation Title:

Resolution to authorize the City Manager or his designee to submit the City of Fairfield's vote to approve the Purdue Pharma LP Bankruptcy Plan by September 16, 2025 related to opioid claims and declaring an emergency.

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

Recommendation:

It is recommended that Council adopt a resolution approving and authorizing the City Manager or his designee to submit the City of Fairfield's vote to approve the Purdue Pharma Bankruptcy Plan.

Discussion:

The City is a participant in the national opioid litigation. Purdue Pharma, L.P. has filed for bankruptcy and the bankruptcy Trustee has negotiated a settlement of claims against Purdue Pharma, L.P. The proposed nationwide settlement of claims against Purdue Pharma, L.P. will result in \$1.5B to be paid by Purdue Pharma, L.P. Counsel is recommending the City of Fairfield vote to approve the Purdue Pharma, L.P. Bankruptcy Plan.

Financial Impact:

Depending upon levels of settlement participation by other political subdivisions, Fairfield's recovery will be in accordance with the One Ohio Memorandum and paid at the completion of the bankruptcy proceedings.

Emergency Provision:

The City of Fairfield's vote needs to be submitted on or before September 16, 2025.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. PURDUE PHARMA BANKRUPTCY-RES

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE CITY OF FAIRFIELD, OHIO'S VOTE TO APPROVE THE PURDUE PHARMA L.P. BANKRUPTCY PLAN BY SEPTEMBER 16, 2025 RELATED TO OPIOID CLAIMS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio desires to approve and submit the vote to approve the Purdue Pharma L.P. Bankruptcy Plan.

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

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

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

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

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

Section 1. The City Manager or his designee is hereby authorized to vote to approve the Purdue Pharma L.P. Bankruptcy Plan on behalf of the City of Fairfield, Ohio and execute any and all other documents necessary to effectuate the Purdue Pharma L.P. Bankruptcy Plan on behalf of the City of Fairfield, Ohio.

Section 2. It is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the City of Fairfield's vote must be submitted by September 16, 2025; 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\2025\PURDUE PHARMA BANKRUPTCY-RES



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: John Clemmons, Law Director
Department: Law Department

Subject:

Resolution to authorize City Manager or his designee to execute the Governmental Entity Settlement Agreement ("GESA") with members of the Sackler family on behalf of the City of Fairfield related to opioid claims.

Legislation Title:

Resolution to authorize the City Manager or his designee to execute the Governmental Entity Settlement Agreement ("GESA") with members of the Sackler family related to opioid claims and declaring an emergency.

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

Recommendation:

It is recommended that Council adopt a resolution authorizing the City Manager or his designee to execute the Governmental Entity Settlement Agreement ("GESA") with members of the Sackler family on behalf of the City of Fairfield by September 30, 2025.

Discussion:

The City is a participant in the national opioid litigation. Members of the Sackler family were owners of Purdue Pharma, L.P. which filed for bankruptcy. The proposed nationwide settlement will result in \$6.5B to be paid by members of the Sackler family. Counsel is recommending the City of Fairfield execute the Governmental Entity Settlement Agreement ("GESA").

Financial Impact:

Depending on levels of settlement participation by other political subdivisions, Fairfield's recovery will be in accordance with the One Ohio Memorandum and paid over no more than 15 years.

Emergency Provision:

City of Fairfield needs to execute the GESA release on or before September 30, 2025.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. GESA SETTLEMENT-RES

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE
TO EXECUTE THE GOVERNMENTAL ENTITY SETTLEMENT
AGREEMENT (“GESA”) WITH MEMBERS OF THE SACKLER FAMILY
RELATED TO OPIOID CLAIMS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio desires to approve and execute the Governmental Entity Settlement Agreement (“GESA”) with members of the Sackler family consistent with the material terms of the GESA available at <https://nationalopioidsettlement.com/>.

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

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

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

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

WHEREAS, the GESA is being presented to the State of Ohio and Local Governments by members of the Sackler family to resolve governmental entity claims in the State of Ohio consistent with the material terms of the GESA with members of the Sackler family; and

WHEREAS, this Council wishes to agree to the material terms of the GESA with members of the Sackler family (the “Proposed Settlement”):

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

Section 1. Council hereby accepts and approves the GESA and Proposed Settlement with members of the Sackler family on behalf of the City of Fairfield, Ohio and the City Manager is hereby authorized to execute the GESA and any and all other documents necessary to effectuate the Proposed Settlement on behalf of the City of Fairfield, Ohio.

Section 2. It is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and

for the urgent benefit and protection of the City and its inhabitants for the reason that the GESA must be executed and returned by September 30, 2025; 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\2025\GESA SETTLEMENT-RES



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: John Clemmons, Law Director
Department: Law Department

Subject:

Resolution to authorize the City Manager or his designee to sign and submit the participation form approving settlements with Manufacturer Defendants.

Legislation Title:

Resolution to authorize the City Manager or his designee to sign and submit the participation form approving settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, Zydus and Sandoz ("Manufacturer Defendants") and to execute the Settlement Participation form by October 1, 2025 related to opioid claims and declaring an emergency.

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

Recommendation:

It is recommended that Council participate in the proposed settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, Zydus and Sandoz ("Manufacturer Defendants") and execute the Settlement Participation Form by October 1, 2025.

Discussion:

The City is a participant in the national opioid litigation. The Manufacturer Defendants have negotiated a settlement of claims against each of them as a group which will be distributed as one distribution from Manufacturer Defendants settlements. The proposed nationwide settlement will result in \$1.2B total being paid by the Manufacturer Defendants. Counsel for the Plaintiffs is recommending that the City of Fairfield participate in this settlement with the Manufacturer Defendants.

Financial Impact:

Depending upon levels of settlement participation by other political subdivisions, Fairfield's recovery will be in accordance with the One Ohio Memorandum and paid over no more than 10 years.

Emergency Provision:

Yes. The City of Fairfield's Settlement Participation Form is required on or before October 1, 2025.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. MANUFACTURER DEFENDANTS SETTLEMENT-RES

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO SIGN AND SUBMIT THE PARTICIPATION FORM APPROVING SETTLEMENTS WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN PHARMA, ZYDUS AND SANDOZ ("MANUFACTURER DEFENDANTS") AND TO EXECUTE THE SETTLEMENT PARTICIPATION FORM BY OCTOBER 1, 2025 RELATED TO OPIOID CLAIMS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio desires to approve and execute the Participation Form for the Settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, Zydus and Sandoz ("Manufacturer Defendants") consistent with the material terms of the Settlement Agreement available at <https://nationalopiodsettlement.com/>.

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

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

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

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

WHEREAS, a settlement proposal ("Proposed Settlement") is being presented to the State of Ohio and Local Governments by Manufacturer Defendants to resolve governmental entity claims in the State of Ohio consistent with the material terms of the Settlement Agreement with Manufacturer Defendants; and

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

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

Section 1. Council hereby accepts and approves the Proposed Settlement with the Manufacturer Defendants on behalf of the City of Fairfield, Ohio and the City Manager is hereby authorized to execute the Participation Form and any and all other documents necessary to effectuate the Proposed Settlement on behalf of the City of Fairfield, Ohio.

Section 2. It is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the Participation Form must be executed and returned by October 1, 2025; 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\2025\MANUFACTURER DEFENDANTS SETTLEMENT-RES



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: John Clemmons, Law Director
Department: Law Department

Subject:

Resolution to authorize the City Manager or his designee to sign and submit the participation form approving settlement of claims against Sandoz, Inc. and to execute the Settlement Participation Form by October 1, 2025 related to opioid claims.

Legislation Title:

Resolution to authorize the City Manager or his designee to sign and submit the participation form approving settlement of claims with Sandoz, Inc. and to execute the Settlement Participation Form by October 1, 2025, related to opioid claims and declaring an emergency.

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

Recommendation:

It is recommended that Council adopt a resolution to participate in the Sandoz Settlement and to execute the Settlement Participation Form by October 1, 2025.

Discussion:

The City is a participant in the national opioid litigation. Sandoz, Inc. is a Manufacturer Defendant primarily involved in the manufacture of fentanyl transdermal patches which held a relatively small market share nationally. The company exited the opioid market entirely in 2019.

This settlement is unique in that the only subdivisions that had an action or claim filed as of August 25, 2023 are eligible to recover funds. It is not a Nationwide Settlement. The City did file a claim against Sandoz, Inc. in the litigation and is therefore eligible to participate in the settlement. Counsel for the plaintiffs is recommending that the City of Fairfield participate in this settlement with Sandoz, Inc.

Financial Impact:

Because this is not a Nationwide Settlement, the One Ohio Memorandum will not control distributions. The estimated net settlement amount to be delivered to the City of Fairfield is \$65,594.54.

Emergency Provision:

Yes. The City of Fairfield's Settlement Participation Form is required on or before October 1, 2025.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. SANDOZ SETTLEMENT-RES

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO SIGN AND SUBMIT THE PARTICIPATION FORM APPROVING SETTLEMENT OF CLAIMS WITH SANDOZ, INC. AND TO EXECUTE THE SETTLEMENT PARTICIPATION FORM BY OCTOBER 1, 2025 RELATED TO OPIOID CLAIMS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairfield, Ohio desires to approve and execute the Participation Form for the Settlement with Sandoz, Inc. consistent with the material terms of the Settlement Agreement available at <https://nationalopioidsettlement.com/>.

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

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

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

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

WHEREAS, a settlement proposal (“Proposed Settlement”) is being presented to the State of Ohio and Local Governments by Sandoz, Inc. to resolve governmental entity claims in the State of Ohio consistent with the material terms of the Settlement Agreement with Sandoz, Inc.; and

WHEREAS, this Council wishes to agree to the material terms of the Proposed Settlement Agreement with Sandoz, Inc. (the “Proposed Settlement”):

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

Section 1. Council hereby accepts and approves the Proposed Settlement with Sandoz, Inc. on behalf of the City of Fairfield, Ohio and the City Manager is hereby authorized to execute the Participation Form and any and all other documents necessary to effectuate the Proposed Settlement on behalf of the City of Fairfield, Ohio.

Section 2. It is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the Participation Form must be executed and returned by October 1, 2025; wherefore, this Resolution shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Khaka Bazar LLC Liquor Permit

Legislation Title:

Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Khadka Bazar LLC, 5250 Dixie Highway, Unit D, Fairfield, OH 45014 (Permit Class C1).

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 Khadka Bazar LLC, 5250 Dixie Highway, Unit D, Fairfield, OH 45014 (Permit Class C1).

Discussion:

The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 permit for the above liquor permit applicant. Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

Financial Impact:

None

Emergency Provision:

NA

Rule Suspension Requested:

NA

ATTACHMENTS:

1. KhadkaLiquorPermit

DEPARTMENTAL CORRESPONDENCE



TO: Steve Maynard, Police Chief
Greg Kathman, Development Services Director
FROM: Alisha Wilson, Clerk of Council *AW*

DATE: July 22, 2025

SUBJECT: REQUEST FOR BACKGROUND CHECK – LIQUOR PERMIT

Attached is a liquor permit application in the name of Khadka Bazar LLC, 5350 Dixie Highway, Unit D, Fairfield, OH 45011 (Permit Classes: C1).

Please complete the necessary background check and submit your findings to me **no later than 11:00 AM on Monday, August 4** for the item to be added to Council's Regular Meeting agenda of Monday, August 11, 2025. If you are unable to meet this deadline, please let me know as soon as possible so I can request an extension.

Thank you for your assistance.

c: Scott Timmer, City Manager

File



NOTICE TO LEGISLATIVE AUTHORITY

TO

10004187-1 PERMIT NUMBER	NEW TYPE	KHADKA BAZAR LLC KHADKA BAZAR LLC 5350 DIXIE HWY UNIT D Fairfield FAIRFIELD OH 45014
ISSUE DATE		
7/9/2025 FILING DATE		
C-1 PERMIT CLASSES		
09011 TAX DISTRICT	JUN RECEIPT NO	

FROM 7/14/2025

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

MAILED 7/14/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN 08/14/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT
THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: JUN NEW 10004187-1

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OH 45014



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)



DEPARTMENTAL CORRESPONDENCE

Date: 7/23/25

To: Alisha Wilson, Clerk of Council

From: Greg Kathman, Development Services Director 

Subject: Liquor Permit Application

The business that will be located at 5250 Dixie Highway Unit D, in name Khadka Bazar LLC is in the C-3A, General Business District Modified zoning district and is a permitted use as a retail food market.

5250 Dixie Highway



NAME OF ESTABLISHMENT Khadka Bazar LLC
ADDRESS 5250 Dixie Highway, Unit D
Fairfield, OH 45014

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? | ☐ | ☒ |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? | ☐ | ☒ |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department? | ☐ | ☒ |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | ☐ | ☒ |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? | ☐ | ☒ |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? | ☐ | ☒ |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? | ☐ | ☒ |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? | ☐ | ☒ |

REMARKS:



Stephen B. Maynard
Chief of Police

HEARING REQUESTED: Yes ☐ No ☒

Date: August 4, 2025

From: [Alisha Wilson](#)
To: liquorlicensingmailunit@com.state.oh.us
Subject: Permit No. 10004187-1
Date: Wednesday, July 23, 2025 2:35:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)

Good afternoon,

I am in receipt of this liquor permit notice to legislative authority and it appears that the address listed for the business is incorrect. There is no 5350 Dixie Highway in Fairfield. Please let me know the correct business address as soon as possible so that we can proceed with the necessary background checks.

Thanks,

Alisha Wilson
Clerk of Council
City of Fairfield, Ohio
5350 Pleasant Avenue
513-867-5383



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.



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Adam Sackenheim, Assistant City Manager COO
Department: City Manager's Office - COO

Subject:

Natural gas aggregation agreement

Legislation Title:

Ordinance to authorize the City Manager to enter into a natural gas aggregation agreement with AEP Energy, Inc. dispensing with the second reading, and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter into a Natural Gas Aggregation Agreement with a natural gas supplier, in consultation with Energy Alliances, Inc., for a period not to exceed 13 months. This authorization allows the City Manager to execute this agreement at any time between 8/12/2025 and 8/31/2025, as dictated by energy market considerations.

Discussion:

The Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, in accordance with the Ohio Revised Code, subject to opt-out provisions, competitive natural gas service for the retail loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural gas loads.

Governmental energy aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of energy deregulation through lower rates as well as energy rate stability which they would not otherwise be able to have individually.

On November 7, 2023, the majority of voters in the City of Fairfield voted in favor of giving City Council the authority to explore a governmental aggregation program with opt-out provisions for the residents, businesses and other energy customers in the City. On December 11, 2023, Fairfield City Council approved and adopted a plan of operation and governance regarding

natural gas governmental aggregation. In January of 2024 the City of Fairfield became a certified energy aggregator by Public Utilities Commission of Ohio (PUCO). In July of 2025, the City's energy consultant – Energy Alliances Inc., - sent out Requests for Pricing (RFP) for aggregated natural gas for the City. A narrative summary of that RFP process is attached for review. The next step in the aggregation process is for City Council to authorize the City Manager to enter into a natural gas aggregation agreement with a qualified supplier; the Ordinance authorizing this action is also attached for review.

Financial Impact:

No impact to City budgets.

Emergency Provision:

Yes - This is deemed an emergency measure necessary for the immediate preservation of the health, safety and welfare of the citizens of the City and shall take effect immediately. The reason for the emergency is to preserve the proposed aggregation rate structure and to avoid energy market fluctuations.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. City of Fairfield Natural Gas Aggregation Resolution - 202507
2. 07312025 pricing update
3. ENERGY ALIANCES INC-ORD

ORDINANCE _____

**ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A
NATURAL GAS AGGREGATION AGREEMENT WITH AEP ENERGY, INC.,
DISPENSING WITH THE SECOND READING, AND DECLARING AN
EMERGENCY**

WHEREAS, the Ohio General Assembly enacted natural gas deregulation legislation which authorized the legislative authorities of municipal corporations, townships, and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, the residents, businesses and other natural gas consumers within the community limits of the City of Fairfield, Ohio gave permission to the City Council to aggregate the retail natural gas loads on their behalf by passing a Natural Gas Aggregation ballot issue; and

WHEREAS, the City of Fairfield successfully completed and submitted to the State of Ohio all required paperwork to become a certified Competitive Natural Gas Service Provider to provide governmental aggregation services within the State of Ohio;

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

SECTION 1. – That the City Manager is hereby authorized and directed to enter into an Opt-Out natural gas agreement with AEP Energy, Inc. to supply to the City’s Natural Gas Aggregation Program.

SECTION 2. – That the City Manager may enter into an Opt-Out natural gas aggregation Master Service Agreement with a Natural Gas AEP Energy, Inc.

SECTION 3. – That any qualifying resident, businesses and other natural gas consumers within the limits of City can request, at any time and without cost, to “Opt-Out” or exit the program by contacting Energy Alliances, Inc. or AEP Energy, Inc.

BE IT FURTHER RESOLVED by the City Council upon majority vote hereby dispenses with the requirement that this resolution be read on two separate days and authorizes the adoption of this resolution upon its first reading.

BE IT LASTLY RESOLVED, by the City Council, that this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of this City; the reason for the emergency being the need to secure a competitive product for its citizens at the earliest time permitted by law.

From: [Rich Surace](#)
To: [Adam Sackenheim](#)
Cc: [Gillian Hart](#)
Subject: RE: Natural Gas Aggregation Bid Process
Date: Thursday, July 31, 2025 12:21:12 PM
Attachments: [image001.png](#)

Adam

The price that has been locked in by 25 communities so far is \$0.6499 per ccf. One of those communities just signed within the last hour.

-Rich

From: Adam Sackenheim <ASackenheim@fairfield-city.org>
Sent: Thursday, July 31, 2025 12:13 PM
To: Rich Surace <rsurace@energyalliances.com>
Cc: Gillian Hart <ghart@fairfield-city.org>
Subject: RE: Natural Gas Aggregation Bid Process

This is an external email!

Be very cautious about clicking links or opening attachments.

- MIS Solutions

Thanks Rich. What is the most recent natural gas contract price locked in by your other municipal customers? And what was the effective date of that?

Regards,

Adam M. Sackenheim
Assistant City Manager –
Infrastructure Departments
City of Fairfield, Ohio
513-896-8153

From: Rich Surace <rsurace@energyalliances.com>
Sent: Thursday, July 31, 2025 9:11 AM
To: Adam Sackenheim <ASackenheim@fairfield-city.org>
Cc: Gillian Hart <ghart@fairfield-city.org>
Subject: Natural Gas Aggregation Bid Process

 **This email comes from outside the organization.**

Do not click links or open attachments unless it is an email you expected to receive.

Adam

Want to make sure you have details on the natural gas aggregation bid process ahead of the next Council meeting.

In late May we reached out to 3 suppliers to solicit bids for your natural gas aggregation program. Those 3 companies were AEP Energy (incumbent supplier), IGS Energy and Direct Energy. IGS Energy and Direct Energy both choose to not bid on the City of Fairfield's aggregation program. We know both of those companies have a robust door-to-door marketing channel and we suspect their focus is on acquiring customer through those means compared to aggregation.

Though disappointing to receive only 1 bid, we are confident that AEP Energy will continue to support the City's natural gas aggregation program with high quality.

Please let me know if you need any other information.

Thanks

-Rich

Rich Surace

Chief Operating Officer

rsurace@energyalliances.com



8469 Blue Ash Road, Suite 101

Cincinnati, OH 45236

Direct: 513.745.1424 | Office: 513.794.5555 | 800.735.0359 | Cell: 513.503.6167 | Fax: 888.735.0359

<http://www.energyalliances.com>

In business since 1985

Certified Ohio Competitive Retail Electric & Natural Gas Service Provider

CONFIDENTIALITY NOTICE: The information contained in or attached to this email is intended for a specific individual and purpose relating to doing business with Energy Alliances, Inc. If you are not the intended recipient of this communication, or a person responsible for delivering it to the intended recipient, you should delete this message and are hereby notified that any disclosure, dissemination, copying, distribution, use, or taking any action based on this communication or any attached file, is strictly prohibited. It may contain information which is confidential and/or covered by legal, professional or other privilege under applicable law. If you have received this communication in error, please notify the sender immediately by reply email and promptly destroy all electronic and/or printed copies of this communication and any attached file.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A NATURAL GAS AGGREGATION AGREEMENT WITH AEP ENERGY, INC., DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly enacted natural gas deregulation legislation which authorized the legislative authorities of municipal corporations, townships, and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, the residents, businesses and other natural gas consumers within the community limits of the City of Fairfield, Ohio gave permission to the City Council to aggregate the retail natural gas loads on their behalf by passing a Natural Gas Aggregation ballot issue; and

WHEREAS, the City of Fairfield successfully completed and submitted to the State of Ohio all required paperwork to become a certified Competitive Natural Gas Service Provider to provide governmental aggregation services within the State of Ohio.

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

- Section 1. The City Manager is hereby authorized and directed to enter into an Opt-Out natural gas agreement with AEP Energy, Inc. to supply to the City's Natural Gas Aggregation Program.
- Section 2. That the City Manager may enter into an Opt-Out natural gas aggregation Master Service Agreement with AEP Energy, Inc.
- Section 3. That any qualifying resident, business or other natural gas consumer within the limits of City can request, at any time and without cost, to "Opt-Out" or exit the program by contacting Energy Alliances, Inc. or AEP Energy, Inc.

BE IT FURTHER RESOLVED, by the City Council upon majority vote hereby dispenses with the requirement that this resolution be read on three separate days and authorizes the adoption of this ordinance upon its first reading.

BE IT LASTLY RESOLVED, by the City Council, that 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 City secure a competitive product for its citizens at the earliest time permitted by law; 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\2025\ENERGY ALLIANCES INC.-ORD



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

ODOT Municipal Bridge Program Grant Application – Augusta Boulevard Bridge

Legislation Title:

Ordinance to authorize the City Manager to execute and file the Ohio Department of Transportation Municipal Bridge Program Grant Application and Agreement to fund a major portion of the Augusta Boulevard Bridge project and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing the City Manager to execute and file the application for financial assistance and enter into an agreement with ODOT for this potential grant to fund a major portion of the Augusta project from this funding program.

Discussion:

The City of Fairfield intends to replace the structurally deficient bridge that carries Augusta Boulevard over a tributary of Pleasant Run. The proposed work will maintain the existing roadway alignment of Augusta Boulevard.

The existing structure (SFN 0963100) is an 85'-0" long, 25'-2" span metal-plate arch with an 8'-5" rise. The bridge is currently load posted for vehicular traffic with weight limit signs located on each approach. The clear roadway width over the bridge is 38'-0" with 10'-0" lanes, 6'-6" shoulders, and 2'-6" Fairfield roll-type curbs and gutters. On each side of the road there is a 4'-0" wide sidewalk, with guardrail on wooden posts present 1'-0" outside the edge of sidewalk.

Annual routine bridge inspections of the structure have been performed for the City of Fairfield under the ODOT Municipal Bridge Inspection Program. In 2025 the General Appraisal assigned to the structure was downgraded to a "4" on the NHI condition rating scale, indicating the structure is in poor condition. The general appraisal is being driven by the metal-plate arch's culvert rating.

The estimated cost of \$686,421 was established assuming a 2028 construction year.

This project is not currently programmed in the 2025-2029 CIP. If approved, ODOT would be providing up to 95% of the total construction costs.

Financial Impact:

No immediate financial impact.

Emergency Provision:

Yes. The final application is due in August therefore a suspension of the rules and emergency provision are being requested.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Final_FS_AugustaBlvd_Fairfield_2025_Reduced
2. OHIO DEPARTMENT OF TRANSPORTATION-ORD

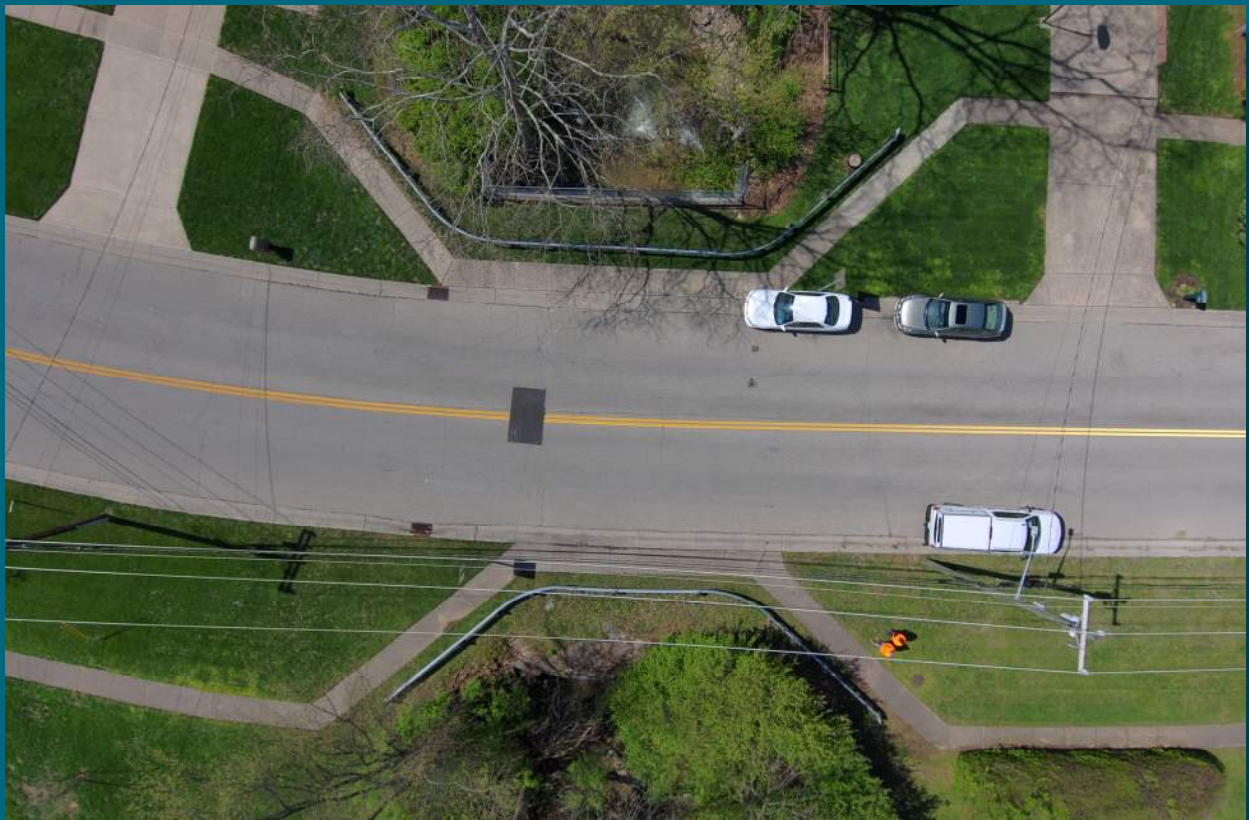
Feasibility Study

Augusta Blvd Bridge over Pleasant Run Tributary

Bridge No. BUT-25-0420

Project No. 2500786

July 14, 2025



Feasibility Study

Augusta Blvd over Pleasant Run Tributary

Bridge No. BUT-25-0420 (SFN: 0963100)

Prepared For:
City of Fairfield
5350 Pleasant Avenue
Fairfield, Ohio 45014

July 14, 2025
Project No. 2500786

1.0	Introduction	1
2.0	Project Location	1
3.0	Design Criteria and Design Exceptions.....	2
4.0	Structure Considerations	3
4.1	Existing Conditions and Site Constraints.....	3
4.2	Bridge Geometry and Width	4
4.3	Maintenance of Traffic.....	4
4.4	Right-of-Way	5
4.5	Hydrology and Drainage	5
4.6	Utilities and Environmental Impacts	6
4.7	Structure Recommendations	7
4.8	Cost Comparison of Alternatives	8
5.0	Conclusion	8

List of Figures

Figure 1 – Project Location	1
Figure 2 – Bridge Location	2

List of Tables

Table 1 – Roadway Design Criteria.....	2
Table 2 – Load Rating Load Restrictions.....	4
Table 3 – Existing and Proposed Structure Properties.....	6
Table 4 – Structure Preliminary Cost Comparison.....	8

List of Appendices

Appendix 1	Conceptual General Plan
Appendix 2	Site Photographs
Appendix 3	Preliminary Cost Estimate

List of Abbreviations/Acronyms

AASHTO	American Association of State Highway and Transportation Officials
ADT	Average Daily Traffic
ADTT	Average Daily Truck Traffic
BDM	Bridge Design Manual
CMS	Construction and Material Specifications
LRFD	Load Resistance Factor Design
NHI	National Highway Institute
NHS	National Highway System
ODOT	Ohio Department of Transportation
TIMS	Transportation Information Mapping System

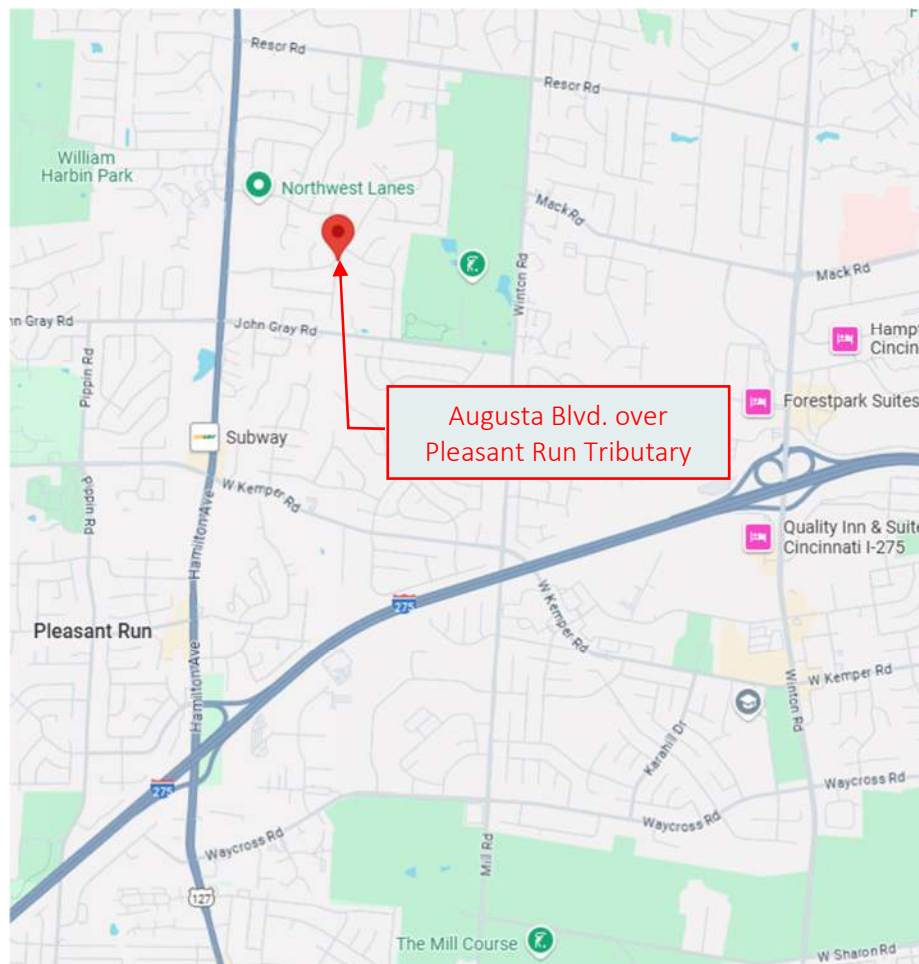
1.0 Introduction

The City of Fairfield intends to replace the structurally deficient bridge that carries Augusta Boulevard over a tributary of Pleasant Run. The proposed work will maintain the existing roadway alignment of Augusta Boulevard and will closely match the existing roadway profile. This study outlines the current condition of the structure, known issues with the existing bridge, major items of work, proposed alternatives to address deficiencies, and a final proposed solution.

The existing structure (SFN 0963100) is an 85'-0" long, 25'-2" span metal-plate arch with an 8'-5" rise. The bridge is currently load posted for vehicular traffic with weight limit signs located on each approach. The clear roadway width over the bridge is 38'-0" with 10'-0" lanes, 6'-6" shoulders, and 2'-6" Fairfield roll-type curbs and gutters. On each side of the road there is a 4'-0" wide sidewalk, with guardrail on wooden posts present 1'-0" outside the edge of sidewalk. At the outlet to the west, there is 8'-0" of berm and a 1'-0" wide headwall. No headwall is present at the inlet with 10'-0" of berm beyond the edge of the sidewalk. Augusta Boulevard is not on the NHS and is classified as an urban-local roadway. The structure carries one lane of traffic in each direction of travel with an ADT (2010) of 4,164.

2.0 Project Location

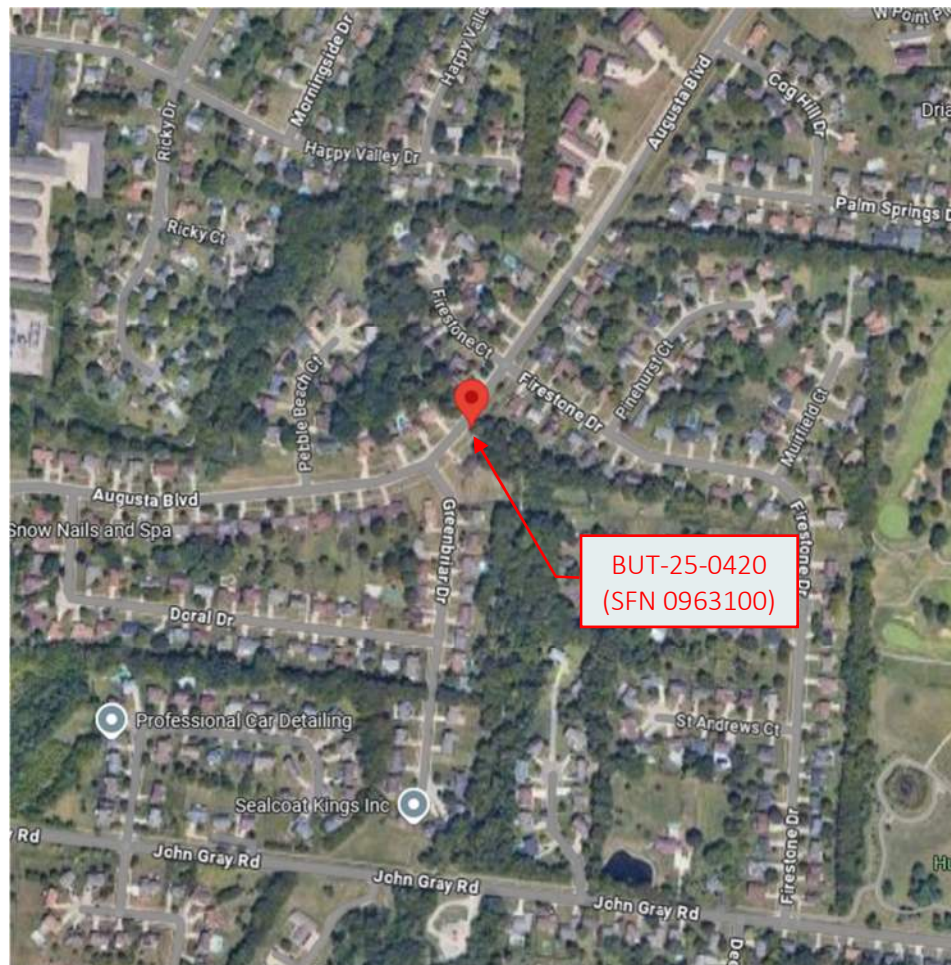
Figure 1 – Project Location



Latitude: N 39° 18' 41.00"

Longitude: W 84° 33' 15.72"

Figure 2 – Bridge Location



3.0 Design Criteria and Design Exceptions

The new structure will be designed in accordance with the *ODOT Location and Design (L&D) Manuals*, the *ODOT Bridge Design Manual 2020* (with January 2025 updates), and the *AASHTO LRFD Bridge Design Specifications, 10th Edition*. AASHTO LRFD HL-93 will be the design live loading along with a 60 psf future wearing surface.

Table 1 defines the Roadway Design Criteria used to develop the replacement structure.

Table 1 – Roadway Design Criteria

Criteria	Proposed	L&D Reference
Highway Classification	Urban-Local	
Legal Speed	25 MPH	
Design Speed	25 MPH	
Lane Width	10'-0"	Figure 301-4
Shoulder Width	*6'-6"	Figure 301-4
Structural Capacity	HL-93 and 60 psf FWS	Section 302.1

*Augusta Boulevard shoulders/parking lanes are not marked on the pavement.

The proposed bridge out-to-out deck width has been established as a minimum of 48'-0", accommodating two 10'-0" lanes, 6'-6" shoulders, 2'-6" Fairfield roll-type curbs and gutters, 4'-0" sidewalks, and 1'-0" wide barrier with guardrail. There are no anticipated design exceptions for this project as the proposed roadway section will meet or exceed the existing roadway conditions. Maximum embankment slopes of 2:1 will be utilized to match the existing stream bank grade. Roadway work will be kept to a minimum with the limits of the project being taken only as far as necessary to complete the work.

4.0 Structure Considerations

Fishbeck evaluated three alternatives, with all bridge replacement options located along the same roadway alignment:

- Alternative 1: No Build
- Alternative 2: Bridge Rehabilitation
- Alternative 3: Bridge Replacement

Each option was analyzed for its structural capacity, site impacts, hydraulic considerations, and construction cost. All bridge components will follow ODOT Standard Drawings where applicable.

4.1 Existing Conditions and Site Constraints

The existing Augusta Boulevard bridge is a metal-plate arch with a 25'-2" span and an 8'-5" rise. The original year of construction is documented as 1978, and the material strengths are unknown as the existing plans of the structure do not provide this information. The length of the existing arch is 85'-0". The roadway width on top of the structure is 38'-0" to back face of curbs with 4'-0" sidewalks on both sides. There is a 10'-0" berm at the inlet to the east, and 8'-0" berm with a 1'-0" headwall at the outlet to the west. There is guardrail present on both sides of the roadway offset behind the sidewalk. The pavement buildup section over the bridge is unknown. The fill depth over the existing structure is greater than 2'-0", therefore ODOT dictates that the structure be evaluated and rated as a culvert.

Annual routine bridge inspections of the structure have been performed for the City of Fairfield under the ODOT Municipal Bridge Inspection Program. In 2025 the General Appraisal assigned to the structure was downgraded to a "4" on the NHI condition rating scale, indicating the structure is in poor condition. The general appraisal is being driven by the metal-plate arch's culvert rating. The scour and channel rate in fair condition with a "5" on the NHI condition rating scale.

Surface and laminar corrosion with efflorescence and rust staining is typical at the seams of the existing arch. Additionally, there are isolated areas of heavy surface corrosion and section loss throughout. A history of backfill spilling through the arch and an isolated sinkhole in the roadway above the structure led the City of Fairfield to perform some emergency repairs in late 2024. Repairs were required to keep the bridge open. Sheet metal patches were installed in three locations along the south wall and one location on the north wall to mitigate voided areas in the arch where backfill was being lost. Visible voids in the backfill behind the arch were filled with expansion foam, but the extent of the void network in the fill above the arch is unknown. The metal patches are located within the normal flow conditions. An additional void with loss of backfill, 24'-0" from the inlet on the north wall, was not repaired. Sinking in the roadway due to material loss through the arch was also repaired in 2024 with fill material and concrete patches.

There are moderate signs of scour at the existing structure, including both footings being exposed. Existing plans confirm the existing structure is supported by a shallow depth spread footing. The top of the south footing is exposed for its full length, with a maximum exposure of 1'-0" near mid length. However, there is no undermining.

The north footing is also exposed for approximately 40'-0", with a maximum exposure of 1'-0" near the inlet. There is approximately 6" of undermining beneath the north footing near the inlet as well.

A load rating was performed in 2019 using field measurements and subsequently updated in 2024 to include all AASHTO vehicles. The rating incorporated deterioration as a 10% loss to the metal section. The resulting load restrictions can be found in the following table.

Table 2 – Load Rating Load Restrictions

Axles	Weight Limit (Tons)
2	8
3	13
4	15
5	17
6+	20

The stream flows east to west with a short natural weir present across the width of the stream, approximately 10'-0" downstream of the structure. Two stormwater pipes outlet into the stream just west of the structure. The corrugated metal pipe at the southwest is not supported at the outlet and the outlet headwall at the northwest is undermined for approximately half of the headwall width. All stream banks are unprotected and cut nearly vertical. There is significant bank erosion at the northwest embankment which has encroached into the adjacent property.

4.2 Bridge Geometry and Width

The existing bridge will be entirely removed including previous structure and embankment rehabilitation measures. The proposed structure will have a single span equal to or greater than 26'-0". Bridge width will be a minimum of 48'-0", carrying 19'-0" lanes including a curb and gutter, and 4'-0" sidewalks. At a minimum, the bridge width will accommodate either 1'-0" headwalls or a railing. Additional length will also be considered if it is possible to place the ends of the structure beyond the required clear zone. A pedestrian mounted rail will be provided at each fascia, even if the headwalls are located outside the clear zone. A zero-degree skew is proposed for all alternatives.

4.3 Maintenance of Traffic

A full road closure of Augusta Boulevard is recommended for the bridge replacement. Traffic control and roadway closure signs will be posted, and the recommended detour route will be marked. Access to neighboring private drives will be maintained. Pedestrian access will need to be restricted along Augusta Boulevard at the closure. A full closure will only cause minimal problems to the local traffic due to the layout of the encompassing neighborhood and the proximity of a detour. Residences on Augusta Boulevard, near the project site, can be easily accessed via Pleasant Avenue to the west or Firestone Drive to the east.

4.4 Right-of-Way

The new bridge will be within the existing 100'-0" wide right-of-way limits. Existing plans of Section Four of Country Club Estates also notes a 60'-0" wide utility and drainage easement upstream of the structure and a 65'-0" wide utility and drainage easement downstream of the structure, encompassing the stream limits. The existing right-of-way and easements should also be adequate for the removal of the existing bridge, grading of the embankments, and contractor access, without the need for temporary easements. Utility coordination and potential utility relocations can impact right-of-way takes, but based on our gathered information at this stage of the project it appears additional right-of-way is not likely. The surrounding parcels are owned by private residents and coordination will be needed to maintain access to private drives during construction.

4.5 Hydrology and Drainage

The existing corrugated metal plate arch culvert is in poor condition, exhibiting multiple corrosion holes (with and without previous repairs), exposed shallow spread footings, and visible loss of backfill into the stream channel. Active scour is occurring downstream, including a 2'-6" deep scour hole approximately 10'-0" from the outlet, along with new undermining at the southeast inlet that was not previously documented. Temporary emergency repairs completed in December 2024, including the installation of traffic sign sheets and expansion foam, have temporarily stabilized the structure but remain vulnerable to hydraulic forces, particularly during design storm events.

The existing structure does not span the estimated bankfull width of the channel and contributes to hydraulic inefficiencies and safety concerns, which ultimately led to the bridge closure in late 2024.

The Augusta Boulevard crossing is located within a mapped FEMA floodplain, Zone AE. An effective HEC-RAS model obtained from FEMA was used to evaluate existing hydraulic conditions and served as the basis for modeling proposed replacement structures. The model includes flow rates, cross sections, and base flood elevations for the regulatory floodway.

The contributing drainage area is approximately 2.78 square miles, as documented in the Flood Insurance Study (FIS) for Butler County, Ohio (FEMA 39017CV001B, Version 2.3.2.1, October 19, 2018). The stream's bankfull width at the crossing was estimated to be 26'-0", based on USGS regression equations from Scientific Investigations Report 2004-5310: "Bankfull Characteristics of Ohio Streams and Their Relation to Peak Streamflows." Designing the replacement structure to span this width will support long-term channel stability, preserve natural stream geometry, and reduce the potential for contraction scour.

Per ODOT L&D Manual Volume 2, Section 1004.2, and based on an ADT exceeding 3,000 vehicles, Augusta Boulevard requires a 4% Annual Exceedance Probability (AEP) or 25-year design storm. The 1% AEP (100-year) storm was also evaluated to assess structure resiliency and regulatory compliance. These storm events were used to verify performance of the proposed alternative in the existing HEC-RAS model and will be carried forward into the final hydraulic design.

To determine the 4% AEP design flood, the FEMA-provided discharge values for various recurrence intervals were plotted on log-probability paper. This method allows for a more accurate interpolation of discharges between published events by linearizing the relationship between flow rate and exceedance probability. Using the plotted data points for known AEP values, such as the 10%, 2%, and 1% events, a best-fit line was drawn. The corresponding discharge for the 4% AEP (25-year event) was interpolated from this trend. This approach provides a reliable estimate of the design discharge consistent with standard hydrologic practices for intermediate recurrence intervals not explicitly listed in FEMA's discharge tables.

Hydraulic performance does not significantly vary among the structure replacement options which include a four-sided precast concrete box, a single-span cast-in-place concrete slab on wall type abutments, and a Contech precast concrete arch on shallow footings. Table 3 presents a comparison of key hydraulic parameters for the existing structure and the preferred replacement option under both the design (4% AEP) and check (1% AEP) storm events.

Table 3 – Existing and Proposed Structure Properties

		Existing Structure	Proposed Structure
Hydraulic Opening Area		151.91 ft ²	164.23 ft ²
Inlet Invert Elevation		642.90 ft	642.90 ft
Outlet Invert Elevation		642.82 ft	642.82 ft
Headwater Elevation	AEP 4% (Design Flood)	649.87 ft	648.93 ft
	AEP 1% (100-yr Flood)	651.79 ft	650.18 ft
Outlet Velocity	AEP 4% (Design Flood)	11.81 ft/s	9.40 ft/s
	AEP 1% (100-yr Flood)	13.36 ft/s	9.96 ft/s

All three proposed structure options, provide adequate conveyance for both the 4% AEP (25-year) design storm and the 1% AEP (100-year) check storm. While the concrete box option produces slightly higher outlet velocities when compared to the other alternatives, the difference is not significant and is not anticipated to result in increased erosion or downstream impacts. Overall, all replacement options analyzed meet ODOT hydraulic design criteria, and no adverse effects to water surface elevations or conveyance are expected.

4.6 Utilities and Environmental Impacts

Preliminary investigation of the project site has indicated multiple potential utility conflicts. There are overhead electric and communication lines that parallel Augusta Boulevard, just beyond the east edge of pavement, with poles located beyond the limits of work to the south and north. The overhead lines are not in direct conflict with the proposed structure, but they will likely be impacted by construction. These lines may need to be de-energized and/or temporarily relocated during construction. Minimum OSHA clearances between overhead lines will be maintained during construction.

There are two drainage curb and gutter inlets, one each on both the west and east side of the roadway, located just south of the existing structure. These inlets, further downstream manhole, and 12" and 15" diameter storm sewer pipes will need replaced as part of the approach roadway work. The City of Fairfield has a standard construction drawing for a modified type 3 and type 3A catch basin which will be evaluated for the new inlets. Another storm sewer runs north of the existing structure, that outlets to a headwall at the northwest embankment. Portions of this 24" diameter storm sewer and outlet will need replaced as well.

An existing sanitary line owned by the City of Fairfield runs parallel to Augusta Boulevard, west of the roadway and downstream of the existing structure. Existing plans show there is approximately 2'-0" of cover over the crown of this existing 12" diameter sanitary line that is encased in concrete. This sanitary line will remain and not be disturbed during construction.

An existing water main owned by the City of Fairfield runs parallel to Augusta Boulevard, approximately 4'-0" west of the western roadway curb line. Existing plans show there is approximately 2'-0" of cover over the crown of the existing 8" diameter water main that is encased in concrete, which runs underneath the existing structure footing. This water main will remain and not be disturbed during construction.

The existing right-of-way on Augusta Boulevard should allow for any potential utility relocations to occur without the need for additional right-of-way. Reimbursable utility relocation costs will be evaluated during preliminary design based on the presence of easements. Utility coordination during design will allow the City to determine if relocations are required and if these are reimbursable costs to the owners. A \$25,000 lump sum amount has been included in the cost estimate to account for any utility reimbursable costs.

We have reviewed ODOT TIMS and this tributary to Pleasant Run is not classified as a “mussels stream” and is not part of the National Wetland Inventory. There are no known environmental concerns at the site and the bridge replacement will qualify for a nationwide permit if required.

4.7 Structure Recommendations

Alternative 1 (No Build) is being eliminated as a viable structure alternative based on the condition rating of the structure with documented deterioration and deficiencies, preventing a usable remaining service life.

Alternative 2 (Bridge Rehabilitation) is also being eliminated as a viable structure alternative. The existing structure has been previously repaired, but through inspection it can be surmised that the culvert is in a state of deterioration to be considered near the end of its structural lifespan. Additional repairs to the structure results in uncertainty about the future lifespan and integrity of the bridge. Rehabilitation measures that involve placing a structure within the existing one or structure lining are not feasible due to the insufficient waterway area opening and the unknown network of voids in the fill above. A better solution is a full replacement.

For Alternative 3, several replacement structure types were considered, including a 4-sided precast concrete box, a single span cast-in-place concrete slab on wall type abutments, and a Contech precast concrete arch. All three structures offered similar hydraulic conditions and kept profile impacts to a minimum. Aluminum culverts and other metal structures require more rise than the site geometry allows for a span of at least 26'-0", so these structure types were eliminated.

An initial investigation into the costs of each structure type quickly revealed that the single span cast-in-place concrete slab option is not as cost effective as the other two options. Cast-in-place construction for the wall type abutments resulted in high substructure costs that do not compete with the lower costs of the 4-sided precast concrete box and the Contech precast concrete arch. These abutments result in higher costs compared to the footings for the precast arch, as they are larger and deeper than those required for a precast structure. After eliminating the single span concrete slab option, more detailed preliminary designs and estimates of quantities and costs were created for the two remaining alternatives.

A 4-sided precast concrete box with a 26'-0" span and a 9'-0" rise was compared against a 3-sided precast concrete arch, specifically a Contech B-Series arch with a 32'-0" span and 9'-0" rise. A structure length of 60'-0" was used when evaluating both precast options, as this places the headwalls outside of the required clear zone and eliminates the need for guardrail across the structure. The 26'-0" span concrete box results in stream velocities that are about 1fps faster than those of the slightly larger precast concrete arch, but these higher speeds were not determined to cause any hydraulic concerns and are lower than existing velocities. A disadvantage of the precast arch structure type is that it requires cast-in-place strip footings to support the arch, whereas the bottom slab of a 4-sided box acts as the foundation. The strip footing for the arch also has the disadvantage of being more susceptible to scour throughout the service life of the new structure. Both precast options will require similar details and costs for wingwalls, headwalls, and the precast unit itself. Although the cost comparison is close, the higher costs of cast-in-place concrete footings is just enough to indicate that the concrete box is the more cost-effective choice. Considering the footing and its associated impacts, in addition to the preliminary cost analysis, it is recommended that a 4-sided precast concrete box be utilized.

4.8 Cost Comparison of Structures

A comparison of the roadway and bridge costs associated with the precast concrete box and the precast concrete arch alternatives are provided in Table 4. All major pay items and unit prices for the recommended bridge replacement alternative are provided in further detail in Appendix 3. The initial construction cost estimate was calculated with an anticipated construction date of summer 2028. The life cycle cost would be very similar for both precast concrete options and was deemed an unnecessary comparison in determining the preferred alternative.

Table 4 – Structure Preliminary Cost Comparison

Structure Type:	4-Sided Concrete Box	Concrete Arch
Total Cost (Construction 2028):	\$687,000	\$717,000

5.0 Conclusion

The preferred alternative is Alternative 3, with a single span 4-sided precast concrete box structure providing the best match for the project needs. The recommended 26'-0" span by 9'-0" rise structure meets all hydraulic requirements while resulting in minimal profile impacts. The proposed box will be 60'-0" in length, as to eliminate the need for guardrail as the headwalls will be located outside of the clear zone. A pedestrian rail will be provided on top of the headwalls and wingwalls. The proposed roadway will consist of two 10'-0" lanes, 6'-6" shoulders, 2'-6" Fairfield roll-type curbs and gutters, and 4'-0" adjacent sidewalks.

Appendix 1 contains a conceptual general plan for the preferred alternative. Project photos are provided in Appendix 2. All major pay items and unit prices for the anticipated scope of work are included in the project cost estimate available in Appendix 3. The estimated cost was established assuming a 2028 construction year.

APPENDIX 1

CONCEPTUAL GENERAL PLAN



DRAINAGE AREA = 2.78 SQ. MILES
Q (4%) = 1,106 CFS V (4%) = 9.40 FT/S
Q (1%) = 1,482 CFS V (1%) = 9.96 FT/S
STRUCTURE CLEARS THE 100 YEAR
DESIGN HW BY 1.72 FEET.

EXISTING STRUCTURE	
TYPE:	METAL-PLATE ARCH WITH CONCRETE WINGWALLS AND A CONCRETE HEADWALL AT THE OUTLET.
SPANS:	25'-2"±
ROADWAY:	38'-0"± BACK FACE TO BACK FACE OF CURB AND GUTTER
LOADING:	HS15
SKEW:	NONE
WEARING SURFACE:	ASPHALT WEARING SURFACE
APPROACH SLABS:	NONE
ALIGNMENT:	TANGENT
CROWN:	0.016± FT/FT
STRUCTURE FILE NUMBER:	0963100
DATE BUILT:	7/1/1978
DISPOSITION:	TO BE REPLACED
PROPOSED STRUCTURE	
TYPE:	FOUR-SIDED PRECAST CONCRETE BOX WITH CONCRETE WINGWALLS ON SPREAD FOOTINGS
SPANS:	26'-0"
RISE:	9'-0"
ROADWAY:	38'-0" BACK FACE TO BACK FACE OF CURB AND GUTTER
LOADING:	HL93 AND 60PSF FUTURE WEARING SURFACE
SKEW:	NONE
APPROACH SLABS:	NONE
ALIGNMENT:	TANGENT
CROWN:	0.016 FT/FT
COORDINATES: LATITUDE	39°18'41.00"
LONGITUDE	84°33'15.72"

APPENDIX 2

SITE PHOTOGRAPHS



Photo 1 – Aerial View



Photo 2 – South Approach Looking North



Photo 3 – North Approach Looking South



Photo 4 – West Fascia Looking East



Photo 5 – East Fascia Looking West



Photo 6 – Typical Underside Looking West



Photo 7 – Typical Corrosion Along Bolt Lines

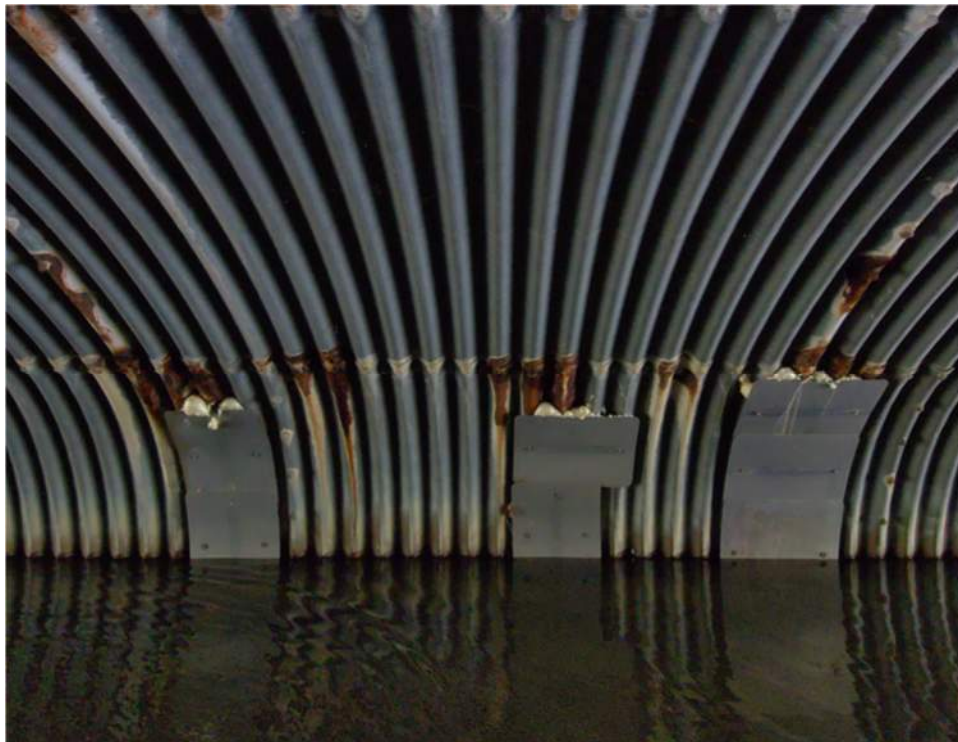


Photo 8 – Sheet Metal Patches along Wall, Mitigating Section Loss and Corrosion Holes

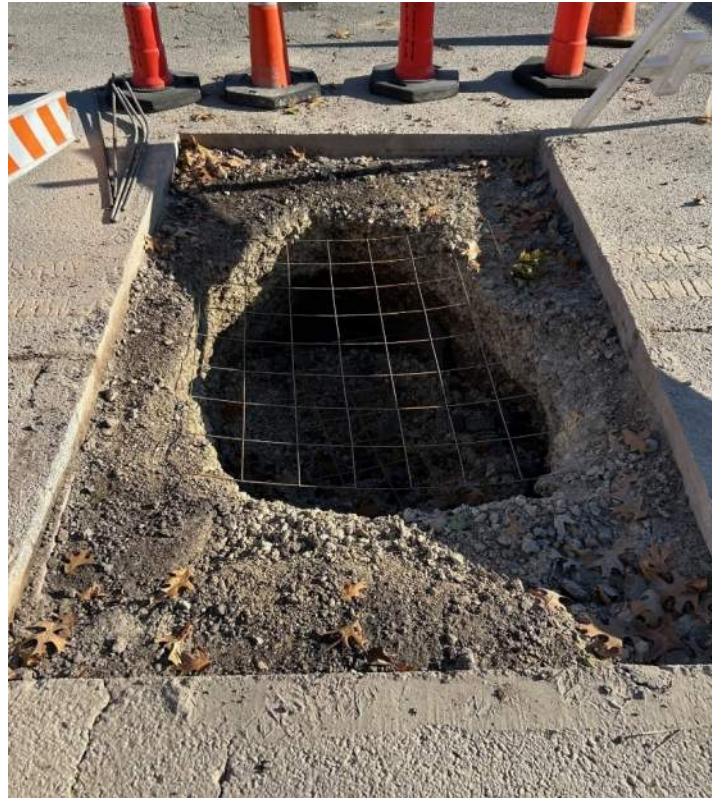


Photo 9 – Void Beneath Roadway Due to Material Loss through Existing Arch Walls (2024)



Photo 10 – Patch of Void Beneath Roadway Due to Material Loss through Existing Arch Walls (2024)



Photo 11 – Patch in Roadway Complete (2025)



Photo 12 – Northwest Embankment Erosion

APPENDIX 3

PRELIMINARY COST ESTIMATE



Augusta Boulevard Bridge Feasibility Study
Structure Type Study Cost Estimate
4-Sided Precast Concrete Box
Alternative 3a

ITEM	ITEM EXTENSION	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	2028 UNIT PRICE	TOTAL 2028 CONSTRUCTION COST
BRIDGE						
202	11003	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	1	LUMP	\$25,000.00	\$25,000
503	11100	COFFERDAMS AND EXCAVATION BRACING	1	LUMP	\$15,000.00	\$15,000
503	21100	UNCLASSIFIED EXCAVATION	244	CU Y	\$157.67	\$38,472
509	10000	EPOXY COATED REINFORCING STEEL	5000	POUN	\$2.55	\$12,763
511	46010	CLASS QC1 CONCRETE, RETAINING/WINGWALL NOT INCLUDING FOOTING	15	CU Y	\$2,010.56	\$30,159
511	46510	CLASS QC1 CONCRETE, FOOTING	44	CU Y	\$1,011.37	\$44,501
512	10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	70	SQ Y	\$44.94	\$3,147
512	33000	TYPE 2 WATERPROOFING	365	SQ Y	\$45.51	\$16,616
516	13600	1" PREFORMED EXPANSION JOINT FILLER	42	SQ F	\$16.37	\$688
517	76300	RAILING, MISC.: PEDESTRIAN TUBULAR RAILING, AS PER PLAN	96	FT	\$354.87	\$34,068
518	21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	13	CU Y	\$181.70	\$2,399
601	32110	ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER	144	CU Y	\$137.54	\$19,868
611	97400	CONDUIT, MISC.: 26" X 9' CONDUIT, TYPE A, 706.05	60	FT	\$4,288.54	\$257,313
625	33000	STRUCTURE GROUNDING SYSTEM	1	EACH	\$15,266.12	\$15,267
ROADWAY						
107	99000	SPECIAL - UTILITY COORDINATION	1	LUMP	\$25,000.00	\$25,000
201	11000	CLEARING AND GRUBBING	1	LUMP	\$10,000.00	\$10,000
202	23000	PAVEMENT REMOVED	214	SQ Y	\$22.11	\$4,729
202	30000	WALK REMOVED	467	SQ F	\$4.45	\$2,079
202	32500	CURB AND GUTTER REMOVED	117	FT	\$12.59	\$1,469
202	35100	PIPE REMOVED, 24" AND UNDER	120	FT	\$44.30	\$5,317
202	38000	GUARDRAIL REMOVED	220	FT	\$3.48	\$766
202	58000	MANHOLE REMOVED	1	EACH	\$1,662.86	\$1,663
202	58100	CATCH BASIN REMOVED	2	EACH	\$830.84	\$1,662
203	10000	EXCAVATION	20	CU Y	\$10.38	\$208
203	20000	EMBANKMENT	20	CU Y	\$5.58	\$112
204	10000	SUBGRADE COMPACTION	493	SQ Y	\$3.39	\$1,672
204	45000	PROOF ROLLING	2	HOUR	\$353.41	\$871
301	56000	ASPHALT CONCRETE BASE, PG64-22, (449)	36	CU Y	\$318.02	\$11,337
407	10000	TACK COAT	21	GALL	\$4.13	\$89
441	50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	18	CU Y	\$320.94	\$5,721
511	51510	CLASS QC2 CONCRETE, SIDEWALK	6	CU Y	\$740.31	\$4,266
609	98000	CURB, MISC.: FAIRFIELD ROLL-TYPE CURB AND GUTTER	117	FT	\$244.69	\$28,547
611	04400	12" CONDUIT, TYPE B	60	FT	\$157.50	\$9,450
611	05900	15" CONDUIT, TYPE B	30	FT	\$235.65	\$7,070
611	10400	24" CONDUIT, TYPE B	30	FT	\$304.37	\$9,132
611	98690	CATCH BASIN, MISC.: FAIRFIELD MODIFIED TYPE 3 CATCH BASIN	4	EACH	\$5,000.00	\$20,000
614	11000	MAINTAINING TRAFFIC	1	LUMP	\$15,000.00	\$15,000
623	10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP	\$5,000.00	\$5,000
624	10000	MOBILIZATION	1	LUMP	\$25,000.00	\$25,000
			TOTAL COST:			
			\$686,421			

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND FILE THE OHIO DEPARTMENT OF TRANSPORTATION MUNICIPAL BRIDGE PROGRAM GRANT APPLICATION AND AGREEMENT TO FUND A MAJOR PORTION OF THE AUGUSTA BOULEVARD BRIDGE PROJECT AND DECLARING AN EMERGENCY.

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

- Section 1.

The City Manager is hereby authorized to execute and file the Ohio Department of Transportation Municipal Bridge Program Grant Application and Agreement to fund a major portion of the Augusta Boulevard Bridge Project in accordance with the application and 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 final application is due in August, 2025; 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 Communication
Regular Meeting - August 11, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Chevrolet Tahoes (Police)

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with Tim Lally Chevrolet for the purchase of three (3) Chevrolet Tahoes for the Police Department and declaring an emergency.

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

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$225,000 from the Capital Improvement Fund for the purchase and outfitting of (3) Chevrolet Tahoe's for the Police Department. It is further recommended that City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into a contract with Tim Lally Chevrolet, Warrensville Heights, Ohio for the purchase of these vehicles.

Discussion:

This request is for the purchase of (3) Chevrolet Tahoe's to be used as Police Patrol Vehicles. The vehicles that are being replaced are detailed below and will be cycled through the Police Fleet to be used by School Resource Officers, a traffic reconstruction vehicle, and Police recruitment vehicles. These vehicles are being purchased through Tim Lally Chevrolet, listed under State of Ohio contract RSI024953 and Index GDC050 authorizing the use by Municipal Corporations for \$51,853 per vehicle. Mobilcomm was chosen to outfit these vehicles due to their specialized engineering skills and aptitude for this project, and to standardize the wiring practices to facilitate the mechanics during repairs.

714 2020 Ford Explorer
715 2020 Ford Explorer
745 2017 Ford Explorer

Financial Impact:

\$225,000 (\$155,559 + delivery charges for the Police vehicles, + \$49,785 for outfitting +

\$19,656 for contingencies, and City Wide fleet needs) from the Capital Improvement Fund. These vehicles are listed in the 2025 CIP as # 5FT71 Replacement of Patrol Vehicles (Police) (\$225,000)

Emergency Provision:

Yes, Emergency Provisions and Rules Suspension are being requested to secure these vehicles due to limited supply.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Lally Quote
2. Mobilcomm
3. TIM LALLY CHEVROLET-ORD

Tim Lally Chevrolet S.A.V.E Speciality.Advanced.Vehicle.Equipment				24999 Miles Rd Suite 1 Warrensville Heights OH 44128 www.timlallySAVE.com			
Customer Information				Date	8/1/2025		
Department	City of Fairfield			Sales Rep	Joe Fink		
Contact Name	Brian Rose			Phone	440-343-3168		
Address	8870 N.Gilmore Rd			Email	jfink@timlally.com		
City, State, Zip	Fairfield, Ohio 45014			Deal #			
Phone	513-867-4209	Alt Phone		Cust #			
Email	brose@fairfield-city.org						
Notes: 2025 State Contract RSI024953 (vehicle only)							
Description				Price	Items Ordered	Item Total	
CC10706 - Tahoe 2X4				\$48,536.00	1	\$48,536.00	
9C1 - Police Pursuit Package 4X4				\$2,850.00	1	\$2,850.00	
6C7 - Red and White Large Dome Light				\$170.00	1	\$170.00	
6E2 - Key Common - MUST HAVE AMF				\$25.00	1	\$25.00	
6J3 - Grille Lamps and Siren Speaker Wiring				\$92.00	1	\$92.00	
6J4 - Horn Siren Circuit Wiring				\$55.00	1	\$55.00	
9G8 - Delete Daytime Driving-Auto Lights				\$50.00	1	\$50.00	
AMF - 4 Additional Key Fob enabling/programing				\$75.00	1	\$75.00	
					Subtotal	\$51,853.00	
					Tax		
					Total	\$51,853.00	

FAIRFIELD CITY POLICE DEPT
5350 PLEASANT AVE
FAIRFIELD, OH 45014

Attn: BRIAN ROSE

Email: brose@fairfieldoh.org

Quote: 980-564-2025

Issued: 8/4/2025

Expires: 9/5/2025

Phone: 513-867-4209

Fax:

Reference: Upfitting Chevy Tahoes

Item	Product Description	Quantity	Unit Price	Amount
1	ENULB015DS-3LF: SOUNDOFF 52" LIGHTBAR @ FAIRFIELD SPECS COVERT DESIGN	1	\$2,250.00	\$2,250.00
2	ETSA481CSP: SOUNDOFF 100 WATT SIREN CONTROLLER	1	\$500.00	\$500.00
3	SIREN SPEAKER AND BRACKET	1	\$250.00	\$250.00
4	DUAL WEAPONS RACK WITH XL HANDCUFF STYLE LOCKS 475-0849	1	\$530.00	\$530.00
5	REAR SEAT INSERT AND POLY WINDOW BARRIER W/ OSB SEAT BELT KIT	1	\$1,685.00	\$1,685.00
6	PARTITION W/ CENTER SLIDING WINDOW & RECESS PANELS	1	\$875.00	\$875.00
7	REAR POLY WINDOW GUARDS	1	\$250.00	\$250.00
8	ECVDMLTAL00: 6" ROUND DOME LIGHT R/W	1	\$75.00	\$75.00
9	S/O: GRILLE LEDS	4	\$135.00	\$540.00
10	S/O: 180 UNDER MIRROR INTERSECTION LIGHTS	2	\$185.00	\$370.00
11	S/O: ML6 UNDER HATCH LED WARNING	2	\$85.00	\$170.00
12	LED PODS	2	\$95.00	\$190.00
13	S/O: EMPS2SMS4-B - REAR BUMPER & LICENSE PLATE LEDS	4	\$135.00	\$540.00
14	S/O: EMPS2STS4-B REAR SPOILER LEDS & FRONT LOWER BUMPER	4	\$135.00	\$540.00
15	LT-CW30X3SMD: CARGO & PRISONER LED LIGHT	2	\$25.00	\$50.00
16	AFTERSHOCK HOWLER SIREN AMP	1	\$525.00	\$525.00
17	CG-X: CHARGE GUARD	1	\$90.00	\$90.00
18	C-VSW-1005-TAH-PM-1HAVIS CONSOLE, CUP HOLDERS, ACCY POCKETS, ARM REST, & ACCY OUTLETS ETC...	1	\$1,000.00	\$1,000.00
19	C-HDM-204: 8.5 ADJUSTABLE POLE w/ HANDLE	1	\$215.00	\$215.00
20	UT-1001: UNIVERSAL CRADLE 11"-14"	1	\$250.00	\$250.00
21	DS-DA-421: LAPTOP SCREEN SUPPORT	1	\$65.00	\$65.00
22	STREAMLIGHT STINGER FLASHLIGHT	1	\$150.00	\$150.00
23	S/O INLINE 60" RUNNING BOARD LEDS & BRACKETS	2	\$355.00	\$710.00



Sales 513.595.5800 Service 513.742.5555 Fax 513.595.5919
1211 W. Sharon Road Cincinnati, OH 45240

24	S/O: EMPS2STS4-E REAR CARGO SIDE WINDOW LIGHTS	2	\$135.00	\$270.00
25	MISC INSTALL SUPPLIES	1	\$155.00	\$155.00
26	INSTALLATION LABORS	1	\$3,500.00	\$3,500.00

Notes:

QUOTE IS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT INTO NEW CHEVY TAHOE AT MOBILCOMM SHOP LOCATION.

SubTotal: \$15,745.00

Shipping: \$850.00

3 PATROL

Tax: \$0.00

****PARTS ORDERED UPON APPROVAL****

Total: \$16,595.00

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.
Shipping time is subject to supply chain reliability.
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:* _____

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TIM LALLY CHEVROLET FOR THE PURCHASE OF THREE (3) CHEVROLET TAHOES FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

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

- Section 1.

The City Manager is hereby authorized to enter into a contract with Tim Lally Chevrolet for the purchase of three (3) Chevrolet Tahoes for the Police Department in accordance with the contract 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 City secure these vehicles for the Police Department due to limited supply; 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 Communication
Regular Meeting - August 11, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

Reduce and Recertify Special Assessments Levied for the Purpose of Constructing Certain Improvements

Legislation Title:

An ordinance determining to reduce and recertify special assessments levied for the purpose of constructing certain improvements at the Cincinnati Mills Mall and declaring an emergency.

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

Recommendation:

It is necessary for the City Council to pass an ordinance to reduce special assessments levied for the purposes of constructing certain improvements at the Cincinnati Mills Mall.

It is recommended that Council authorize and direct the preparation of legislation to reduce the special assessments levied for the purpose of constructing certain improvements at the parking garage located at the Cincinnati Mills Mall. In order to meet the special assessment deadline of Butler County, a suspension of the rules and emergency are requested.

Discussion:

The cooperative agreement entered into by the City and the Port Authority of Greater Cincinnati dated February 1, 2004 requires the reduction and recertification of special assessments levied for the purpose of certain improvements at the Cincinnati Mills Parking Garage based on funds made available during 2025 and 2026. The City has received the report of the Administrator of the Cooperative Agreement detailing the amount of the debt service payments in lieu of taxes and other funds being made available and it has been determined that the amount of assessments needed to be certified to cover the debt service payment per Exhibit B.

Financial Impact:

The reduction in the assessment will be certified by the Butler County Auditor for collection in order to pay debt services on bonds issued for the construction of improvements that occurred at the Cincinnati Mall parking garage. The City is the pass-through entity for the special assessments and the amounts are already appropriated in the 2025 Operating Budget.

Emergency Provision:

Yes. In order to meet deadlines established by the Butler County Auditor's Office.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. City of Fairfield Mills SA reduction 2025(62847318.1)

CITY OF FAIRFIELD, OHIO

ORDINANCE NO. _____

AN ORDINANCE DETERMINING TO REDUCE AND
RECERTIFY SPECIAL ASSESSMENTS LEVIED FOR THE
PURPOSE OF CONSTRUCTING CERTAIN IMPROVEMENTS
AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to a petition filed by the owners of benefited properties dated December 30, 2003, (the "Petition") this City Council ("Council") of the City of Fairfield, Butler County, Ohio (herein the "City") by Resolution No. 2-04 adopted January 12, 2004, has declared the necessity of acquiring and constructing the improvements described in such Resolution and has adopted the assessments with respect to such improvements prepared and filed with the Clerk of Council and by Ordinance No. 5-04 adopted on January 12, 2004, determined to proceed with said improvements; and

WHEREAS, in accordance with the Petition, the improvements identified in such Resolution and Ordinance (hereinafter called the "Improvements") were acquired and constructed on behalf of the City and the City of Forest Park, Hamilton County, Ohio (herein, "Forest Park"), acting jointly and in cooperation with the Port of Greater Cincinnati Development Authority (the "Port Authority"); and

WHEREAS, this Council by Ordinance No. 6-04 adopted January 12, 2004 levied special assessments for the Improvements against benefited properties in the City and certified said assessments to the Butler County Auditor for collection; and

WHEREAS, pursuant to the Petition, the assessments to be certified for collection in each year are to be adjusted in accordance with the Tax Increment Service and Cooperative Agreement (the "Cooperative Agreement") entered into by and among the City, Forest Park, the property owner and the Port Authority, dated February 1, 2004, the Trust Indenture (the "Trust Indenture") by and between the Port Authority and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), dated February 1, 2004 and an annual report to be prepared and provided to the City and others by the Administrator, as defined in the Cooperative Agreement; and

WHEREAS, the Cooperative Agreement and Trust Indenture require the Administrator to determine and include in its annual report: (A) the Fairfield City Gross Annual Assessments and Forest Park Gross Annual Assessments for the following collection year, (B) the Aggregate Annual Required Assessments for the applicable year, as reduced by (i) the amount of service payments in lieu of taxes collected and estimated to be collected pursuant to section 5709.42 of the Ohio Revised Code and the Cooperative Agreement and (ii) other available amounts, as set forth in the Trust Indenture, and (C) the net amounts of the special assessments to be certified for collection that year by the City (the "Fairfield City Net Annual Assessments" referred to therein) and by Forest Park (the "Forest Park Net Annual Assessments" referred to therein); and

WHEREAS, original tax parcel A0700017000078 (including both Part 1 and Part 2) has been subdivided and new tax parcel A0700017000103 has been created with a portion of the acreage originally included in the original tax parcel A0700017000078, and the Petition and the Cooperative Agreement provide that the Special Assessments shall be apportioned and charged on a proportionate basis (based on a formula included in the Petition) to any new tax parcels and the remaining parcels as determined by the Administrator; and

WHEREAS, the City has previously received and accepted the report of the Administrator on the reapportionment of the Special Assessment to and between tax parcels A0700017000078 and A0700017000103; and

WHEREAS, the City has received the 2025 annual report of the Administrator, detailing calculations of the amounts identified in the several preceding recitals to this ordinance, including the allocations of the special assessments among affected tax parcels, estimates of the amount of service payments in lieu of taxes and other funds to be available during 2025 and 2026 for the purpose of making debt service and related payments, and indicating the reduction percentages and amounts to be applied in order to reduce the Fairfield City Gross Annual Assessments to the Fairfield City Net Annual Assessments to be collected for the 2026 collection year (with the related Forest Park determinations made on the same basis); and

WHEREAS, this Council determines that the assessments previously levied and certified to the County Auditor shall be reduced for collection year 2026, shall be allocated pursuant to and in accordance with the Administrator's report and shall be reduced and re-certified in accordance herewith;

NOW, THEREFORE, the Council of the City of Fairfield, County of Butler, Ohio hereby ordains:

SECTION 1. That the assessments of the cost and expense of the Improvements plus Administrative Expenses, which were previously certified by this Council to the Butler County Auditor's Office for parcel numbers and in the amounts as set forth in Exhibit A attached hereto, and which were thereafter reapportioned to and between tax parcels A0700017000078 and A0700017000103 in the amounts identified in Exhibit B attached hereto and certified to the County Auditor, shall, pursuant to and in accordance with the Administrator's report, be reduced for collection year 2026 and shall be allocated and re-certified for collection year 2026 in the amounts set forth on Exhibit B attached hereto.

SECTION 2. That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within twenty (20) days after its adoption.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of this City, and for the further reason that the immediate adoption of said Ordinance is necessary for the orderly certification of the assessments; therefore, this Ordinance shall be in full force and effect from and immediately after its adoption.

ADOPTED August __, 2025.

Presiding Officer

Attest:

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of an Ordinance adopted on the ____ day of August, 2025, and that on the ____ day of August, 2025, a date within twenty (20) days of the adoption of the foregoing Ordinance, a true and correct copy of such Ordinance was filed with the County Auditor.

Clerk of Council

RECEIPT

The undersigned hereby acknowledges receipt of the foregoing Ordinance.

County Auditor

Dated: _____

EXHIBIT A

Cincinnati Mills Allocation of Assessments to Parcels

Tax Parcel Butler County	Acreage	Property Use	Assessable Acreage	Assessable SF	Principal Portion of Special Assessment	Total Special Assessment
A07000170000078 (Part 1)	14.872	Kohls, mall, parking and garage	14.872	283,144	\$3,483,923	\$7,905,748
A07000170000078 (Part 2)	0.415	Residual parcel	0.415		\$14,802	\$33,590
A07000170000097 Exempt	5.711	Garage				\$0
A07000170000098 Exempt	0.729	Ring road				\$0
A07000170000087 Exempt	1.054	Detention pond				\$0
	22.781	Total	15.287	283,144	\$3,498,725	\$7,939,338

EXHIBIT B

Port of Greater Cincinnati Development Authority Cooperative Public Parking and Infrastructure Project

Special Assessments for collection year 2026

Parcel Number	Principal Portion of the Special Assessment	Total Special Assessment	Gross Annual Assessments	2026 Reduction Amount	Net Annual Assessments to be Collected in 2026
Butler County					
A0700017000078	\$1,977,344.79	\$4,487,008.04	\$177,321.42	\$17,489.64	\$159,831.78
A0700017000103	1,521,380.52	3,452,329.95	136,432.12	13,456.64	122,975.48
<i>Subtotal:</i>	\$3,498,725.31	\$7,939,337.99	\$313,753.54	\$30,946.28	\$282,807.26



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Diana Davenport, Finance Director
Department: Finance

Subject:

Supplemental Appropriations - Transfer of Monies

Legislation Title:

Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025."

- Supplemental Appropriations

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

Recommendation:

Authorize and direct the preparation of legislation amending the annual operating budget.

Discussion:

Supplemental appropriations are requested to ensure no unauthorized expenditures occur.

Additional appropriations are being sought in the following funds to cover postage needs for the remainder of the year for the Income Tax Division and to restore funding for the replacement of guardrail items damaged in automobile accidents. The damage was billed to the respective owners and has been recovered by the city. The following funds need supplemental appropriations.

From: Unappropriated General Fund... \$40,000

To: 10021123-231300 Postage - \$40,000

From: Unappropriated Street Const, Maint & Repair...\$21,995

To: 20142024-244900 Maintenance of Public Land...\$21,995

Financial Impact:

Supplemental appropriation is required in the following amount: Unappropriated General Fund - \$45,000 and Unappropriated Street Const, Maint & Repair - \$21,995.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. SUPPLEMENTAL 8-11-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 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, 2025, AND ENDING DECEMBER 31, 2025.”

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$40,000
To:	10021123-231300 Postage	\$40,000
From:	Unappropriated Street Const, Maint & Repair	\$21,995
To:	20142024-244900 Maintenance of Public Land	\$21,995

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



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Clerk's Office

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025."

- Contractual Appropriations: \$1,467,400 total (Detail: \$225,000 Purchase and outfitting of 3 Chevrolet Tahoes for Police (Public Works); \$1,242,400 Marsh Park Master Plan Phase 1 Implementation (Parks & Recreation))

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

Recommendation:

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

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$1,467,400 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 8-11-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 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, 2025, AND ENDING DECEMBER 31, 2025."

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$225,000
To:	40216025-253100 Automotive Equipment <i>(Purchase of Chevrolet Tahoes - 3 (Police) 5FT71)</i>	\$225,000
From:	Unappropriated Park Development Fund	\$1,242,400
To:	41316023-233900 Other Professional Services <i>(Marsh Park Master Plan Phase 1 Implementation 6PR11)</i>	\$1,242,400

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\2025\CONTRACTUAL 8-11-ORD



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Finance

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 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, 2025, and ending December 31, 2025."

- Non-Contractual Appropriations: \$819,095 total (see below for detail)

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

Recommendation:

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

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$819,095 from noted funding source.

Emergency Provision:

NA

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NONCONTRACTUAL 8-11-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 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, 2025, AND ENDING DECEMBER 31, 2025."

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated South Town Center TIF Fund	\$2,735
To:	22316025-252000 Improvements other than Building (Town Center Improvements)	\$2,735
From:	Unappropriated Street Improvement Fund	\$34,660
To:	40116023-233900 Other Professional Services (Route 4 Median Planting Updates 5PW09)	\$34,660
From:	Unappropriated Capital Improvement Fund	\$445,000
To:	40116023-233900 Automotive Equipment (Purchase of Park Ranger vehicle (Police) 5FT73 [\$65,000]) (Purchase of Staff Vehicle (Police) 5FT74 [\$55,000])	\$120,000
To:	40216025-254000 Building Improvements (Public Works Repairs and Upgrades 5FC61 [\$60,000]) (Firehouse Repairs and Upgrades 5FC81 [\$90,000]) (Firehouse Repairs and Upgrades 5FC71 [\$10,000]) (Justice Center Repairs and Upgrades 5FC71 [\$165,000])	\$325,000
From:	Unappropriated Downtown Development Fund	\$15,600
To:	41116025-252000 Improvements other than Building (Town Center Improvements)	\$15,600

From:	Unappropriated Park Development Fund	\$74,900
To:	41316025-252000 Improvements other than Building (<i>Harbin Park Shelter Replacements - Shelters #5 and #6 5PW33</i>)	\$74,900
From:	Unappropriated Active Transportation Fund	\$33,000
To:	41516023-233300 Engineering Services (<i>Route 4 Sidewalk Design between Holden Blvd & Michael Lane 5PW27</i>)	\$33,000
From:	Unappropriated Water Replacement & Improvement Fund	\$153,200
To:	60416023-233900 Other Professional Services (<i>Hunter Tank Engineering and Inspection Services 5WT12 [\$41,000]</i>) (<i>Hunter Tank Engineering and Inspection Services 5WT05 [\$18,025]</i>)	\$59,025
To:	60416025-252000 Improvements other than Building (<i>Well 4 Rehabilitation 5WT01</i>)	\$65,775
To:	60416025-254000 Building Improvements (<i>Concrete/Paving Project 5WT06 [\$25,000]</i>) (<i>Concrete/Paving Project 5WT15 [\$3,400]</i>)	\$28,400
From:	Unappropriated Sewer Surplus Fund	\$60,000
To:	62416023-233900 Other Professional Services (<i>Anaerobic Digester #1 and #2 Cleaning 5WW15</i>)	\$60,000

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

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

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\NONCONTRACTUAL 8-11-ORD



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Wastewater Division Anaerobic Digester #1 and #2 Cleaning

Legislation Title:

\$60,000 - Wastewater Division-Anaerobic Digester Cleaning (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$60,000 from Sewer Surplus Fund for Anaerobic Digester cleaning services.

Discussion:

Mesophilic Anaerobic Digestion (MAD) is used to treat sewage sludge at the treatment plant. MAD is a biological wastewater treatment process where sewage sludge is broken down microbiologically, in the absence of oxygen, and converted to biogas. The process takes place in Anaerobic Digester tanks where sludge is fed, mixed, and heated to temperatures between 95 and 105 degrees Fahrenheit. Volatile organic matter is converted into biogas which consists mostly of methane, carbon dioxide, and some other trace gases. The biogas is used as a fuel source for the treatment plant's hot water boiler, which is used to heat the process and provide heat to all the buildings at the treatment facility.

The request is for an appropriation necessary to hire an outside contractor to remove accumulated grit, sand and various inorganics from the treatment plant's Anaerobic Digester #1. Routine cleaning of the Anaerobic Digesters takes place every four to five years and is necessary to maintain digester treatment capacity. Due to hazardous conditions and the necessary confined space entry, an outside contractor will be hired to complete the task.

Wastewater Division staff requested three (3) proposals (attached) for the required services. It is recommended that S.E.S. be awarded the job based on providing the lowest and best quote.

Financial Impact:

Funding for this project is included in the 2025-2029 Capital Improvement Program under project number 5WW15, Anaerobic Digester Cleaning. The funding source is the Sewer Surplus Fund (624)

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. S.E.S. Final w-totals
2. HighTec 2025 w-totals
3. Synagro 2025 w-totals



7/15/2025

Jeremy Hamel
City of Fairfield, Ohio
4799 Groh Lane
Fairfield, Ohio 45014

RE: Digester Cleaning | Q-27202

Dear Jeremy:

Thank you for considering Superior Environmental Solutions (SES) as a preferred provider for your industrial and environmental needs. With over 900 clients and 650+ professionals, you can trust SES to provide the necessary workforce, equipment, and resources to complete this project safely and cost-efficiently.

We estimate our team can complete the project successfully by working 5 shift(s) / 10 hours per shift. For your consideration, the following table presents the estimated cost to complete this project.

Digester Cleaning	
Digester Cleaning - per 10 Hour Shift	\$36,754.23
Total Estimate	\$36,754.23

Please note the following terms:

- Customer will provide crane support for project.
- This cost estimate is valid for 30 days from the above date.
- Payment terms are Net 30 days from the invoice date unless otherwise specified and agreed upon in a contract or purchase order.
- All charges will be for the actual time to complete services at established unit rates. This includes charges for delays and requested additional or out-of-scope work.
- SES requires a signed agreement and purchase order before project mobilization.
- An estimated energy surcharge has been included in the price above based on the current price of US diesel fuel. An energy surcharge will be applied to the final invoice based on the actual price of diesel fuel. For more information regarding our energy surcharge, visit <https://sesinc.com>.
- All waste generated will remain on-site.
- When applicable, pricing includes a truck washout fee of \$125 per piece of equipment requiring offsite decontamination. This fee will not be assessed on equipment where a Waste Handling Fee has already been assumed.
- As needed, projects requiring temporary storage of waste with SES equipment will be invoiced a Waste Holding Fee of \$500 per day.
- **Action Required: We do not have an approved Master Services Agreement (MSA) on file for your organization. To proceed with this quote, please complete our [New Customer Onboarding Process](#) to either generate our standard MSA or upload your company's agreement for review. We must receive and approve an agreement before we can finalize this order.**

Thank you for considering SES. Please contact me if you have any questions.

Sincerely,

SUPERIOR ENVIRONMENTAL SOLUTIONS, LLC

Chad McKinney

9996 Joseph James Drive | Cincinnati, OH 45246 | (513) 874-8355
www.sesinc.com

\$ 735.08 p1 hour
X 80 hours estimated
\$ 58,806.77

Low Bid

SCANNED
4-22-25

CONTRACT



P.O. Box 533
Tipp City, OH 45371
937-667-1772
Fax 937-667-5907
Email: admin@hightecindustrial.com

Contract No. 31694
Date: April 21, 2025

Contract Submitted To:		Location of Work to be Performed
Company Name:	CITY OF FAIRFIELD	
Attention:	JEREMY HAMEL	
Address:	5021 GROH LANE	SAME
City:	FAIRFIELD, OHIO 45014	
Telephone No:	513-858-7760 / 513-858-8347	
Fax No:		JHAMEL@FAIRFIELD.OH.GOV

HIGH TEC INDUSTRIAL SERVICES TO PROVIDE SLUDGE PUMP AND/ OR TWO VACUUM TRUCKS, SUPPORT UNIT, UP TO 4 MEN, SCBA CONFINED SPACE ENTRY WITH AIR BOTTLES, PPE AND SUPPLIES TO REMOVE APPROXIMATELY 5 FEET OF SLUDGE FROM DIGESTER #1 AND 2. ONCE CUSTOMER DRAINS THEM DOWN, ALL REMAINING LIQUIDS TO BE PUMPED TO THE OTHER DIGESTER AND THE SLUDGES/SOLIDS TO BE PUT ON DRYING BEDS. CUSTOMER TO PROVIDE 1 AND HALF INCH WATER HOOKUPS, ELECTRIC, ACCESS INTO MANHOLES ON DOME (2). WORK TO BE DONE ON CONSECUTIVE NON-HOLIDAY WEEKDAYS. HIGH TEC WILL PROVIDE FALL PROTECTION AND SELF CONTAINED BREATHING SET UP WHEN ENTERING THE DIGESTER. PRICING AS FOLLOWS:

A. ON-SITE WORK

1. COST TO PERFORM UP TO EIGHT 10 HOUR WEEKDAY SHIFT OF WORK.....	\$ 59,850.00
2. COST TO PERFORM EACH ADDITIONAL 10 HOUR WEEKDAY WORK SHIFT (IF ANY).....	\$ 5,995.00 PER SHIFT

B. OFF-SITE WASTE DISPOSAL (OPTIONAL)

1. COST TO TRANSPORT NON-HAZARDOUS WASTER TO OFF-SITE DISPOSAL FACILITY.....	\$ 850.00 PER LOAD
2. COST TO DISPOSE OF NON-HAZARDOUS WASTE SLUDGES.....	\$ 0.98 PER GALLON
3. ANALYTICAL FEE (ON TIME CHARGE).....	\$ 350.00
4. VAC WASHOUT FEE.....	\$ 150.00 PER LOAD

NOTE- ESTIMATE IS A BUDGETARY AMOUNT ONLY. AMOUNT AND CONDITION OF MATERIAL WILL DETERMINE ACTUAL JOB TIMES AND COST. PRICED FOR NON-PREVAILING WAGE WORK. ESTIMATE INCLUDES 4 SHIFTS OF SCBA. ITEM B IS BASED ON WASTE BEING NON-HAZARDOUS, REMOVABLE BY VACUUM AND HAVING A 1,000 GALLON BILLING MINIMUM PER LOAD.

WORK ON JAN 15, FEBRUARY 19, MAY 27, JULY 4, SEPTEMBER 2, NOVEMBER 20, DECEMBER 24, 25, 31ST OR JAN 1 WOULD BE ADDITIONAL COST.

1,000 GALLON DISPOSAL MINIMUM ON ALL WASTE PER LOAD.

CHANGES IN WORK SCOPE BY CLIENT WILL INITIATE

ADDITIONAL CHARGES. OVERNIGHT STORAGE ON LOADED VAC \$495 PER DAY EACH.

DEMRURRAGE ON EACH VAC TRUCK AT \$199.00 PER HOUR PER TRUCK

HIGH TEC INDUSTRIAL SERVICES INC RESERVES THE RIGHT TO CANCEL THIS CONTRACT ANYTIME PRIOR TO COMMENCEMENT OF WORK

UPON ACCEPTANCE THIS SIGNED CONTRACT MUST BE RETURNED PRIOR TO COMMENCEMENT OF WORK.

Labor and equipment is specified, and the above work to be performed in accordance with the specifications submitted for above work.

Dollars: SEE ABOVE with payments to be made as follows: NET 30 DAYS.

Past due balances over 30 days are subject to a 2% per month finance charge plus attorney fees. Credit card payment add 5%.

Rates are not inclusive of prevailing wages unless specified. Sales Tax not included. Client safety Orientations and safety subscription not included in bid. All sales are final, no exchanges, no returns, no credit or discounts will be issued for early completion of jobs by High Tec. All agreements contingent upon strikes, accidents or delays beyond our control. Customer/Owner to carry fire, tornade and property & casualty insurance. Public Liability insurance on above work to be taken out by High Tec Industrial Services, Inc. However, both parties agree that High Tec Industrial Services, Inc. shall be held harmless by the owner and customer for any and all liabilities relating to water or moisture damage, chemical damage, or damage from the agreed cleaning method above. This contract is governed by the Laws of the State of Ohio and supersedes any other contract. All changes to this contract must be written and signed by both parties. no verbal agreements

AR

ADAM ROSTKOWSKI
Per High Tec Industrial Services, Inc.

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

CONFIDENTIAL/ TRADE SECRET

ACCEPTANCE OF CONTRACT

The above prices, specifications and conditions are satisfactory and hereby accepted by the customer/owner. You are authorized to do work as specified. Payments will be made NET 30 DAYS.

Authorized Signature/Title:

PO Number:

Date of Acceptance:

Customer Name

\$ 748.13 per hour
x 80 Hours estimated
\$59,850

May 23, 2025

Jason Hunold
Director of Utilities
City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

$$\begin{array}{r} \$1000 \text{ per hour} \\ \times \quad 80 \text{ hours estimated} \\ \hline \$80,000 \\ + \$12,500 \text{ mobilization fee} \\ \hline \$92,500 \end{array}$$

RE: Digester Cleaning – Fairfield, OH Wastewater Treatment Plant (1 Tank)

Dear Jason,

Synagro is pleased to submit this non-binding estimate for cleaning one (1) digester tank located at the Fairfield, OH Wastewater Treatment Plant in Fairfield, Ohio.

Pricing

- **Mobilization/Demob Price:** \$12,500.00 per required mobilization.
- **Hourly Price:** \$1,000 per hour (based on 8 operating hours/day)

Scope of Work:

1. **Digester Cleaning:** Synagro will clean digester and pump into drying beds. Removal estimated at 62,500 gallons of in-place materials total. (The City is responsible for removing/replacing lid membrane before/after cleaning takes place.)

Items Required from Fairfield (Provided at No Cost to Synagro)

- **Site Restoration**
- **Water Supply at Digester Tanks:**
 - 2 each, two-inch water supply (does not need to be clean) with minimum 50 psi within 100 feet of the digester being cleaned to jet and dilute sludge.
- **Access to Digesters:** Unimpeded access to the tanks for sludge removal.
- **Dumpster placed at access hatch entry point of digester for rag disposal:** If mechanical rag removal is needed.
- **Debris Disposal:** OWNER is responsible for removal of anything other than sludge or small rags that can be handpicked from the digesters (such as pipes, concrete chunks, etc).
- **Isolation of Digesters:** Mechanical and electrical isolation for confined space entry. Venting of tanks to make atmosphere safe for confined space entry without breathing apparatus.

- **Drive Over Ramps** – Any ramps required to keep roadways in service at hose or electric cord crossings.
 - **Access Hatches:** Removal and replacement of access hatches and membrane lid.
-

Key Project Details

- **Mobilization:** One-time mobilization anticipated. Additional charges apply for extra mobilizations if equipment must be removed and returned.
 - **Site Access:** Owner to ensure uninterrupted access to the jobsite throughout the project duration.
 - **Sludge Removal Method:** Submersible hydraulic pumps will be lowered into the tanks from overhead. Water will be used to move material to the pumps. Material will be pumped to the sludge drying beds.
 - **Weather Delays:** Freezing or unworkable conditions may delay completion.
 - **Prevailing Wage:** Proposal is not based on Ohio prevailing wage. Synagro is a non-union company and does not enter into union agreements.
 - **Scheduling:** Subject to equipment and personnel availability. Jobs are scheduled in order of contract execution.
 - **Estimated Timeline:**
 - **Mobilization:** 1 day
 - **Digester Cleaning:** Approximately 4 working days/6 calendar days on site
-

Terms

This proposal is non-binding and subject to the execution of a mutually acceptable agreement. All terms and pricing are contingent upon Synagro's standard contract terms. This proposal is valid for 30 days. Payment terms are net 30 from invoice.

We appreciate the opportunity to quote this and look forward to working with you. Should you have any questions, please feel free to contact me directly at (602) 245-8123 or via email at jmcmahon@synagro.com.

Sincerely,
Jason McMahon
Synagro Area Sales
Cell: (602) 245-8123
Email: jmcmahon@synagro.com



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Water Division Hunter Tank Engineering and Inspection Services

Legislation Title:

\$59,025 - Water Division – Water Tank/Tower Maintenance (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$59,025.00 for engineering and inspection services associated with the 3.0 MG Hunter Tank rehab project.

Discussion:

The City currently owns six (6) water storage towers. Through this project, the exterior of the City's 3.0 Million Gallon (MG) Hunter Road Water Tank will be cleaned, repaired, primed, and painted. Structural improvements to the tank will be made as well.

To ensure the integrity of the rehabilitation work, the City proposes to secure third-party engineering and technical inspection support for this project. Engineering, technical support and resident project representation services will be provided by Dixon Engineering per the attached proposal. Dixon Engineering is a firm that specializes in water tower coating systems, and has inspected all City of Fairfield water tower projects for at least the past 10 years. Dixon Engineering has great familiarity with City of Fairfield specifications and project objectives.

An appropriation is requested for Dixon Engineering for these professional services in the amount of \$59,025.00.

Financial Impact:

An appropriation in the amount of \$59,025.00 is being requested for Hunter Tank Engineering and Inspection Services.

Funding for this project was included in the approved 2025-2029 Capital Improvement Program (CIP) under project number 5WT12, Water Tank/Tower Maintenance. The funding source is the Water Replacement Fund, 604.

Supplemental funding for this project should be redirected from 5WT05 – Replace Major Process Equipment. The funding source is the Water Replacement Fund, 604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 3MMG Standpipe (Hunter) Spec and Paint Proposal

AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between City of Fairfield, Ohio (“Owner/Client”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner/Client”) and (“DIXON”) have executed this Agreement. The Owner’s/Client’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Phase 2 (Design), Phase 4 (Construction), and Phase 5 (Post-Construction) services for the 3,000,000 Gallons for the Steel Standpipe** (“Project”) and DIXON’s services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$59,025**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

Proposals / Agreement Signatures

Mike Bottom, Project Manager July 14, 2025

PROPOSED by DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
-------------------------------	----------	------

Co-SIGNATURE of Contract (if required)	POSITION	DATE
--	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

<u>Designated Person: Jason Hunold</u>	<u>Designated Person: Mike Bottom</u>
<u>Address for Owner’s receipt of notices:</u>	<u>Address for DIXON’s receipt of notices:</u>
<u>City of Fairfield</u>	<u>Dixon Engineering, Inc.</u>
<u>5021 Groh Lane</u>	<u>789 Lafayette Rd</u>
<u>Fairfield, OH 40514</u>	<u>Medina, OH 44256</u>
<u>Email: JHunold@fairfield-city.org</u>	<u>Email: mikebottom@dixonengineering.net</u>

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
 - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
1. EXHIBIT A, DIXON's Services and Client's Responsibilities.
 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 4. EXHIBIT C, Attachments C-1, and C-2.
 5. EXHIBIT E, Electronic Documents Protocol (EDP).
 6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
1. EXHIBIT B, Antennas
 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON's SERVICES

A1.02 PHASE 2 Design Phase – Technical Specifications:

A. Basic Services

1. In preparing the Technical Specifications, use any specifically directed Project Strategy, Technology, and/or Techniques as designated by Client.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Coating specific modifications to General Conditions of Construction Contract.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - d. Or when Client supplies General Conditions DIXON shall supply and Client shall use Additions to General Conditions pertinent to coating project.
3. Advise Client of additional reports, data, information, or services, and assist Client in obtaining such reports, data, information, or services.
4. Furnish two review copies of the Design Phase documents, to Client, and review them with Owner.
5. After receipt, Client shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Visit the Site as needed to finalize the Design Phase documents.
7. In response to Client's comments, as appropriate, make revisions and furnish to Client one electronic copy of the revised Design Phase documents.
8. If antennas may interfere or add costs to the Project a review of EXHIBIT B, Antennas is required. These services are available from DIXON or can be completed by the Owner or Engineer. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of EXHIBIT B services be well defined between DIXON, Engineer, and Owner as project delays may result.
9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Client the revised Design Phase Documents. If plans require no revisions, then after Client's review.

B. Client's Responsibilities for Technical Specifications Phase

1. In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide DIXON with relevant criteria and information as to Owner's and Engineer's requirements for the Project, including design objectives and constraints, all design and construction standards, standard forms, conditions, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, that is reasonably available to Client and pertinent to those portions of the Project or specialized professional services assigned to DIXON. Including but not limited to reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. DRR Services – No services in this phase

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:

1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as

- assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
- a. Shop Drawings and Samples: Review and take other appropriate action with respect to Shop Drawings, Samples, and other data that Contractor is required to submit.
 - b. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations. I do not think this should be optional
 - c. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
 - d. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
 - e. Review Contractor's Pay Requests.
 - f. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - g. Prepare Substantial Completion and other Construction documents.
2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
 3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
 5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 3. Hold Points - General
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
 4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).

5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11)
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Spot prime coat prior to application of the epoxy intermediate coat.
 - e. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Spot prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
8. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
9. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe the installation of screens, light bulbs, etc.
 - e. Observe Site for restoration to pre-project conditions.
 - f. Formulate a punch list of items to complete.
 - g. Create a second punch list if needed before finalization.
 - h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

- A. Basic Services:

1. One Year Warranty Observation - ROV Interior and Exterior:
 - a. Review all steel and/or concrete repairs completed during Construction Phase.
 - b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
 - d. Review exterior surfaces for coating failures. If any coating “fails” to meet warranty requirements, quantify all findings for presentation to Contractor.
 - e. Review all exterior appurtenances for damage due to corrosion or construction.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.
- C. The Post-Construction Phase services may commence during the Construction Phase. DIXON’s services will be considered complete, if there is no warranty repairs required of Contractor, at the submission of Warranty report to Client. If Warranty Work is required of Contractor, then DIXON services will be considered complete after Construction Contract’s correction period.
- D. Post Construction Phase - Owner’s Responsibilities:
 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Owner’s direct expenses are “set-off” costs and may be retained and withdrawn from any money still retained from Contractor’s final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. The Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
 1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis.
- B. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifty-Nine Thousand, Twenty-Five Dollars, \$59,025** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02-Technical Specifications			\$5,000	Lump Sum
A1.04-Preconstruction Meeting	1	\$1,425	\$1,425	Unit Price
A1.04- PA, Basic, Other Defined Services			\$4,000	Lump Sum
A1.04- Cathodic Protection Observation	2	\$1,350	\$2,700	Unit Price
A1.04- RPR Weld Observation	2	\$1,450	\$2,900	Unit Price
A1.04- RPR Coating Observation	26	\$1,350	\$35,100	Unit Price
A1.04- RPR Coating Observation-Senior Staff	2	\$1,450	\$2,900	Unit Price
A1.05-Warranty Observation			\$5,000	Lump Sum
Total			\$59,025	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Client and DIXON

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by

physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	2016-2025 (2020)
Microsoft® Word	Office 97-Office 2021 (Office 2007)
Microsoft® Excel	Office 97-Office 2021 (Office 2007)

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
 - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
 - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
 - 4. providing legal advice or representation

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or

market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:

1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

A. Suspension:

1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of

termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GP1.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.03 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.04 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Water Division Concrete/Paving Project

Legislation Title:

\$28,400 - Water Division-Concrete/Paving Project (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$28,400 for a concrete and paving project at the Water Treatment Plant.

Discussion:

This funding is being requested as part of an ongoing plant improvement effort to support the Sodium Hypochlorite and Fluoride bulk chemical feed system. The chemical feed system will reduce chemical costs and provide safety for the City and its residents. The concrete/paving project will fortify the chemical loading area to safely handle truck traffic for offloading purposes. The Water Division requested estimates and, as the best bidder, request to select Baers Paving, LLC. to complete the work on the project. Estimates are attached.

Financial Impact:

An appropriation in the amount of \$28,400.00 is being requested for Water Treatment Plant concrete/paving improvements. Funding for this project was included in the approved 2025-2029 Capital Improvement Program (CIP) under project number 5WT06, Concrete/Masonry Repair (\$25,000). Additional funding for this project should be redirected from 5WT15 – Building Improvements (\$3,400). The funding source is the Water Replacement Fund, 604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Estimate_3325_from_Baers_Paving_LLC
2. WATERWORKS TANKER DRIVE Bid Letter 2025-07-09

ESTIMATE

Baer's Paving LLC
12071 East Miami River Rd
CINCINNATI, OH 45252

baerspaving@gmail.com
+1 (513) 652-4906
www.baerspaving.com



Bill to
Fairfield Water Treatment
Fairfield Water Treatment
5021 Groh Lane

Shipto
Fairfield Water Treatment
Fairfield Water Treatment
5021 Groh Lane

Estimate details
Estimate no.: 3325
Estimate date: 06/24/2025
Expiration date: 12/01/2025

Sales Rep: Tom Baer Cell 513-652-4906

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Asphalt Repairs	5021 Groh Lane Asphalt around concrete and widen drive: Approx 3,000 sf Scope of work: ~ Tear out and mill existing blacktop hauling spoils offsite ~ Furnish 304 gravel @ 4" ~ Furnish 448 type 1 Surface Asphalt @ 5" ~ Ensure proper drainage by lowering manholes water to shed off new asphalt. ~ Widen drive @ 9" spec ~ Repair 3' x 8' Patch	1	\$28,400.00	\$28,400.00

Total \$28,400.00

Expiry date 12/01/2025

Accepted date Accepted by



Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

WATERWORKS TANKER DRIVE
Date: 07/09/2025

Dear Mr. Matt Young

Neyra Paving is pleased to submit our proposal for the above referenced project. Please review the following specs. Please do not hesitate to contact Gus Madden with any questions.

FULL DEPTH PATCHING

- a. Excavate as required. Dispose of material offsite, as directed.
- b. Furnish and install 10" compacted, of ODOT 304 Aggregate base.
- c. Furnish and install 4" compacted, of ODOT 301 Asphalt base.
- d. Furnish and install 2" compacted, of ODOT 448 Asphalt surface.

PATCHING

- a. Excavate as required. Dispose of material offsite, as directed.
- b. Furnish and install 4" compacted, of ODOT 301 Asphalt base.
- c. Furnish and install 2" compacted, of ODOT 448 Asphalt surface.

MOBILIZATION

- a. Cost to mobilize men and Equipment

Description	Quantity	Unit	Unit Price	Total
FULL DEPTH PATCHING	55	SY	\$240.56	\$13,230.80
PATCHING	345	SY	\$68.37	\$23,587.65
MOBILIZATION	1	EA	-----	Included
Total Project Cost				\$36,818.45

Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com





Neyra Paving, Inc.
10750 Evendale Drive
Cincinnati, OH 45241
513-733-1001

www.neyrapaving.com

Notes:

- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is warranted for a period of one year from date of completion. Neyra will not be responsible for cracks caused by weather conditions or ground movements, worn sealer, paving and concrete that is subjected to premature traffic.
- Neyra is not liable for water that does not drain properly on asphalt surfaces with less than 2% slope.
- Neyra is not liable for any existing surface damage that occurs due to normal construction traffic while work is being performed.
- Neyra is not responsible for damage to underground utilities.
- If Additional Mobilizations are required Neyra will add \$2,000.00 per additional requested mobilization.
- Subgrade to be provided to Neyra Paving at +/- .5" when others are performing earthwork or excavation.
- Any testing required by Neyra Paving will be an added charge.
- Project Schedule: the above proposal is based on scheduling our work Monday – Saturday.
- This proposal may be withdrawn if not accepted within 7 days. Our Suppliers have indicated to us that due to the instability of the world oil market pricing precautions need to be taken. Therefore, contracts issued after 7 days of the quote date will need to be confirmed and approved in conjunction with our suppliers.
- Any permits and/or inspection fees required by governmental agencies will be billed extra, at cost.
- Proposal excludes "staged" construction. Any maintenance and/or repairs of temporary base and/or asphalt pavement used by construction traffic will be an extra to the contract.
- All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is guaranteed to be installed as specified and is warranted for a period of one year from date of completion.
- Our work and workers are fully insured.
- Terms Net 30 days. There is a 1 1/2% per month service charge on all past due amounts.
- Neyra Paving is a Certified MBE with the Southern Ohio Minority Business Council.
- Due to fuel pricing instability fuel surcharges will apply over \$4.00 per gallon.

Exclusions: (unless included in line item pricing)

Permits	Core Samples	Testing	Bid Bound	Signage	Pipes / Utilities
Underdrain	Integral Sidewalks	Prime Coat	Performance Bond	Asphalt Patching	Fence posts & foundations
Undercuts	Geotechnical Engineer	Staking/Layout	Geotextile Fabrics	Brick Pavers	Excess Cleaning of Asphalt
Excavation			Thermoplastic Striping		Utility Location other than OUPS

Very truly yours,

Gus Madden

NEYRA PAVING

ACCEPTANCE OF PROPOSAL - the above or attached prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted Dollar Amount

\$

Signature

Name (Please Print)

Date

/ /



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Engineering Appropriation for Route 4 Sidewalk Design between Holden Boulevard and Michael Lane

Legislation Title:

\$33,000 - Engineering Appropriation for Route 4 Sidewalk Design between Holden Boulevard and Michael Lane (Public Works)

Recommendation:

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

Discussion:

It is necessary for City Council to authorize the City Manager to enter into the attached agreement with Carpenter Marty Transportation to design sidewalk improvements in the following location.

The improvements to be designed are:

- A sidewalk on Route 4 between Holden Boulevard and Michael Lane. This Route 4 sidewalk would make a complete segment between traffic signals along the east side of Route 4 in front of Jungle Jim's campus. This project (along with the other currently funded CDBG projects) would complete a continuous sidewalk from the northern corporation boundary to Bypass 4. While it will still be necessary to cross Route 4 at traffic signals, it will be possible to walk along sidewalk for 3.5 miles along the north end of Route 4 in Fairfield.

This improvement was identified by staff as a way to connect pedestrian traffic in this part of the City. The connection of these sidewalk gaps is supported by the City's development of Fairfield Connects, the City's active transportation plan, developed in 2020.

The project is programmed in the current 2025-2029 CIP as 5PW27. We hope to fund the construction of this project with Community Development Block Grant Funding in late 2026, early 2027.

Financial Impact:

\$33,000 in total funding (\$30,383 base services and \$2,617 in as authorized services) from the 415 Active Transportation Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. SR 4 Sidewalk - Proposal_Carpenter Marty for Holden to Michael Segment

S.R. 4 Sidewalk - 2026 CDBG Design Scope & Fee Proposal City of Fairfield

Rev. July 8, 2025

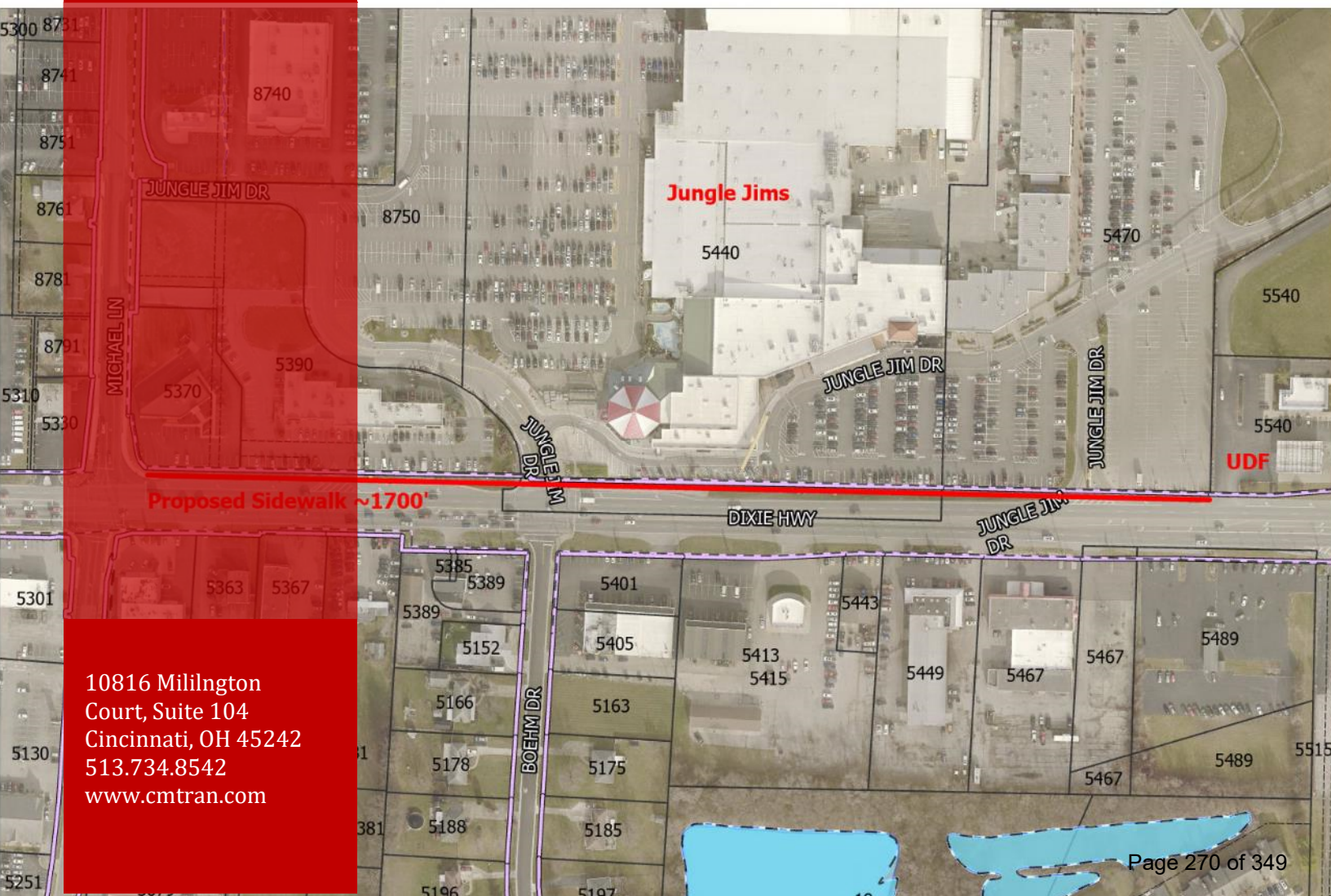


Table of Contents

I.	Cover Page	1
II.	Table of Contents	2
III.	Engineering Proposal & Scope Narrative	3-5
IV.	Total Cost Summary	6-7
V.	Proposed Hours and Labor Rates	8-9
VI.	Proposed Direct Costs	10-11

July 1, 2025
Rev. July 8, 2025

Nicholas Dill, PE
City Engineer
City of Fairfield
8870 N. Gilmore Road
Fairfield, Ohio 45014
513-867-4221

**Re: S.R. 4 Sidewalk - 2026 CDBG
Engineering Services Proposal**

We are pleased to submit this price proposal for engineering services and construction documents for the S.R. 4 Sidewalk.

Project Understanding

This project involves developing construction plans for 1,750 feet of sidewalk along the north side of S.R. 4, between Michael Lane and the United Dairy Farmers driveway to the east.

Basic Services and Project Scope

Outlined below is the scope of Basic Services that Carpenter Marty Transportation (CM) proposes to provide for successful completion of the project:

1. Basemap Development
 - a. Develop basemap for sidewalk plans from GIS.
2. 60% Design Plan Development
 - a. Develop proposed horizontal and vertical alignment of the sidewalk within the existing right-of-way, avoiding impact to existing landscaping where possible. Alignment will reflect the initial site walk between CM and the City held on 6/16/25.
 - b. Develop sidewalk typical sections based on sidewalk location. 6' wide walk if adjacent to curb. Use 5' wide walk at other locations. Use 5' wide walk and 5' tree lawn east of Jungle Jim Drive.
 - c. Develop plan and profile sheets. Identify proposed horizontal and proposed alignments, edge of pavement, curb, walk, preliminary construction limits, existing utilities, and existing right-of-way.
 - d. Develop cross sections showing existing ground, proposed earthwork, proposed slopes, grading limits, and existing right-of-way. Cross sections will be 50' spacing unless more frequent sections needed for detail.
 - e. Utility Coordination.
 - f. Cost estimates.
 - g. Submit to City for review.

3. 90% Design Plan Development and Final Plans
 - a. Walk site with 60% plans to review layout with City.
 - b. Add final design details to typical sections, general notes, plan & profiles, and cross section sheets.
 - c. Detail curb ramps
 - d. Calculate quantities and develop general summary for bidding purposes.
 - e. Maintenance of traffic notes.
 - f. Project site plan/erosion control plan.
 - g. Update construction cost estimate.
 - h. Submit plans to City for final review and comment. CM will coordinate the disposition of each comment with the City and make plan revisions as needed for final plan submission.

Items Not Included in Basic Services – Exclusions

1. Field survey, project control, benchmarks, and reference points.
2. Environmental field investigations or reports, including cultural resources, ecological and environmental site assessments.
3. Geotechnical services.
4. Landscape plans
5. Utility relocation design (other than fire hydrant relocations and valves and utility boxes adjusted to grade).
6. Construction Administration.
7. Public involvement.
8. Lighting Plans.
9. Property, deed, title research
10. Right-of-Way Plan Development Services.

Services Fee/Terms and Conditions

CM's proposed a lump sum fee of **\$30,367** for Basic Services, detailed as follows. See Sections IV-VI for a detailed breakdown of total cost, tasks, hours, subconsultant costs, and direct costs.

Basic Services	Fee
60% Design Submittal	\$17,894
90% Design Submittal	\$10,665
Final Plan Submission	\$1,824
Basic Services Total	\$30,383

The terms of this service agreement apply to this task and will be invoiced on an hourly basis.

It is assumed that plans and other items necessary to perform this work are available in the public domain. If items necessary for this work must be produced or purchased, they will be billed at cost after the client's approval. Items such as typical mileage are included in this Proposal. Plan reproduction costs are not included and will be billed at cost.

All work will be invoiced based on actual hours worked. Rates will be based on the employee's hourly wage, plus the ODOT approved overhead rate, plus profit. Invoices shall be paid in 120 days or a 2% late fee will be imposed for each month beyond the 120 days the Invoice remains unpaid.

If delays or reviews exceed 90 days, additional work is required other than what is specifically mentioned in this Proposal, or if agencies other than the City of Fairfield become involved in the review process, this Proposal will require modification. If changes are made to the roadway extension assumptions noted above or any other items that affect the sidewalk design, a modification to this Proposal will be necessary.

This Proposal assumes the following schedule: 4 weeks for field survey, and basemap development (after NTP is received), 8 weeks to complete 60% plans. Once 60% plans have been reviewed by the City, CM will coordinate detailed design and final plans schedule with the City.

Your signature indicates agreement to pay invoiced fees in keeping with this Proposal and its Terms and provides your notice to proceed with the work.

PROPOSAL APPROVAL AND NOTICE TO PROCEED:

(Printed Name/Date)

(Signature/Date)

	A	B	C	D	E	F	G	H	I	J
1	ENGINEERING AND TECHNICAL SERVICES COST PROPOSAL									
2	AND LABOR RATES FOR									
3	City of Fairfield - S.R. 4 Sidewalk 2026 CDBG									
4	TOTAL COSTS									
5										
6										
7										
8	CONSULTANT: Carpenter Marty Transportation Inc.									
9										
10	PROJECT NAME:									
11	Foxfield Drive									
12										
13										
14										
15										
16										
17										
18	Task - Description	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Direct Costs	Subcon. Costs	Net Fee	Total Cost	
19										
20										
21										
22	Site Walk									
23										
24	SITE WALK									
25	Site walk project limits with Preliminary Plans	\$56.50	4	\$226	\$337	\$16	\$0	\$62	\$641	
26		\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	
27										
28	SITE WALK	Subtotal	\$56.50	4	\$226	\$337	\$16	\$0	\$62	\$641
29		Avg. Rate								
30										
31	Site Walk Totals	\$56.50	4	\$226	\$337	\$16	\$0	\$62	\$641	
32		Avg. Rate								
33										
34	60% Design Submittal									
35										
36	ROADWAY									
37	Title Sheet	\$42.50	4	\$170	\$253	\$0	\$0	\$47	\$470	
38	General Notes	\$42.50	4	\$170	\$253	\$0	\$0	\$47	\$470	
39	Typical Sections/Sidewalk Details - Preliminary details	\$42.50	8	\$340	\$506	\$0	\$0	\$93	\$939	
40	Cross Sections - 50' or 25' where needed to show detail	\$41.67	18	\$750	\$1,117	\$0	\$0	\$205	\$2,072	
41	Plan and Profile Sheets - 4 sheets	\$41.75	40	\$1,670	\$2,487	\$0	\$0	\$457	\$4,614	
42	Intersection/Curb Ramp Details - Preliminary layout	\$41.67	12	\$500	\$745	\$0	\$0	\$137	\$1,382	
43	Storm Sewer - Assumes 1 CB adjustment/relocation at UDF drive	\$42.50	8	\$340	\$506	\$0	\$0	\$93	\$939	
44	Traffic Control Plans - Cross walks, stop bars, and sign relocations	\$41.67	18	\$750	\$1,117	\$0	\$0	\$205	\$2,072	
45	Utility Coordination	\$40.00	4	\$160	\$238	\$0	\$0	\$44	\$442	
46	Cost Estimate	\$41.00	10	\$410	\$611	\$0	\$0	\$112	\$1,133	
47										
48	ROADWAY	Subtotal	\$41.75	126	\$5,260	\$7,833	\$0	\$0	\$1,440	\$14,533
49		Avg. Rate								
50										
51	PROJECT MANAGEMENT									
52	General Oversight	\$82.00	12	\$984	\$1,466	\$0	\$0	\$270	\$2,720	
53										
54	PROJECT MANAGEMENT	Subtotal	\$82.00	12	\$984	\$1,466	\$0	\$0	\$270	\$2,720
55		Avg. Rate								
56										
57	60% Design Submittal Totals	\$45.25	138	\$6,244	\$9,299	\$0	\$0	\$1,710	\$17,253	
58		Avg. Rate								
59										
60	90% Design Submittal									
61										
62	ROADWAY									
63	General Plan Updates/Address Comments	\$41.25	16	\$660	\$983	\$0	\$0	\$181	\$1,824	
64	General Notes Updates	\$41.00	10	\$410	\$611	\$0	\$0	\$112	\$1,133	
65	Typical Sections/Sidewalk Details - Detailed design	\$41.00	10	\$410	\$611	\$0	\$0	\$112	\$1,133	
66	Intersection/Curb Ramp Details - Detailed Design	\$41.00	10	\$410	\$611	\$0	\$0	\$112	\$1,133	
67	MOT - Notes Only, maintain drives	\$41.00	10	\$410	\$611	\$0	\$0	\$112	\$1,133	
68	Project Site Plan/Erosion Control Plan	\$41.00	10	\$410	\$611	\$0	\$0	\$112	\$1,133	
69	Landscape Plan - Landscape bed adjustments, plans types coordinate w/ City/owner	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	
70	Final Cost Estimate	\$41.25	4	\$165	\$246	\$0	\$0	\$45	\$456	
71										
72	ROADWAY	Subtotal	\$41.07	70	\$2,875	\$4,284	\$0	\$0	\$786	\$7,945
73		Avg. Rate								
74										
75	PROJECT MANAGEMENT									
76	General Oversight	\$82.00	12	\$984	\$1,466	\$0	\$0	\$270	\$2,720	
77										
78	PROJECT MANAGEMENT	Subtotal	\$82.00	12	\$984	\$1,466	\$0	\$0	\$270	\$2,720
79		Avg. Rate								
80										
81	90% Design Submittal Totals	\$47.06	82	\$3,859	\$5,750	\$0	\$0	\$1,056	\$10,665	
82		Avg. Rate								

	A	B	C	D	E	F	G	H	I	J
1	ENGINEERING AND TECHNICAL SERVICES COST PROPOSAL									
2	AND LABOR RATES FOR									
3	City of Fairfield - S.R. 4 Sidewalk 2026 CDBG									
4	TOTAL COSTS									
5										
6	Proposal Date: 7/1/2025									
7										
8	Revision Date: 7/8/2025									
9										
10	CONSULTANT: Carpenter Marty Transportation Inc.									
11										
12	PROJECT NAME:									
13	Foxfield Drive									
14										
15	Overhead Percentage = 148.95%									
16	Net Fee Percentage = 11.00%									
17										
18	Task - Description	Hourly	Total	Direct	Overhead	Direct	Subcon.	Net	Total	
19		Rate	Hours	Labor	Costs	Costs	Costs	Fee	Cost	
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	ROADWAY									
88	General Plan Updates/Address Comments	\$41.67	12	\$500	\$745	\$0	\$0	\$137	\$1,382	
89	Final Plan Submittal	\$40.00	4	\$160	\$238	\$0	\$0	\$44	\$442	
90	ROADWAY									
91										
92										
93	Final Plans Totals	\$41.25	16	\$660	\$983	\$0	\$0	\$181	\$1,824	
94		Avg. Rate								
95										
96										
97	TOTAL FEE	\$45.79	240	\$10,989	\$16,369	\$16	\$0	\$3,009	\$30,383	
98		Avg. Rate								

1	A	B	C	D	E	F	G	H	I	J	K	L	M											
2		ENGINEERING AND TECHNICAL SERVICES COST PROPOSAL																						
3		AND LABOR RATES FOR																						
4		City of Fairfield - S.R. 4 Sidewalk 2026 CDBG																						
5		HOURS AND RATES																						
6																								
7																								
8	CONSULTANT: Carpenter Marty Transportation Inc.								Proposal Date:	7/1/2025														
9									Revision Date:															
10	PROJECT NAME:		Project Manager	\$82.00		BR Engineer 2	\$60.00																	
11	Foxfield Drive		Sr. HWY Engineer	\$73.00		BR Engineer 1	\$52.00																	
12			HWY Engineer 2	\$45.00		Sr. Technician	\$45.00																	
13			HWY Engineer 1	\$40.00		Survey Crew Member	\$40.00																	
14			Sr. BR Engineer	\$73.00																				
15																								
16																								
17			Project Manager	\$82.00	Sr. Highway Engineer	\$73.00	Highway Engineer 2	\$45.00	Highway Engineer 1	\$40.00	Sr. Bridge Engineer	\$73.00	Bridge Engineer 2	\$60.00	Bridge Engineer 1	\$52.00	Senior Tech	\$45.00	Survey Crew Member	\$40.00	Total Hours		Labor Costs	
18	Task - Description																							
19																								
20																								
21																								
22																								
23																								
24	Site Walk																							
25	Site walk project limits with Preliminary Plans		0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	4		\$226		
26			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0		
27																								
28	SITE WALK		Subtotal	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	4		\$226		
29																								
30																								
31	Site Walk Totals		0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	4		226		
32																								
33																								
34																								
35																								
36	ROADWAY																							
37	Title Sheet		0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	4		\$170		
38	General Notes		0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	4		\$170		
39	Typical Sections/Sidewalk Details - Preliminary details		0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	8		\$340			
40	Cross Sections - 50' or 25' where needed to show detail		0	0	6	12	0	0	0	0	0	0	0	0	0	0	0	0	18		\$750			
41	Plan and Profile Sheets - 4 sheets		0	0	14	26	0	0	0	0	0	0	0	0	0	0	0	0	40		\$1,670			
42	Intersection/Curb Ramp Details - Preliminary layout		0	0	4	8	0	0	0	0	0	0	0	0	0	0	0	0	12		\$500			
43	Storm Sewer - Assumes 1 CB adjustment/relocation at UDF drive		0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	8		\$340			
44	Traffic Control Plans - Cross walks, stop bars, and sign relocations		0	0	6	12	0	0	0	0	0	0	0	0	0	0	0	0	18		\$750			
45	Utility Coordination		0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4		\$160			
46	Cost Estimate		0	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	10		\$410			
47																								
48	ROADWAY		Subtotal	0	0	44	82	0	0	0	0	0	0	0	0	0	0	0	126		\$5,260			
49																								
50																								
51	PROJECT MANAGEMENT																							
52	General Oversight		12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12		\$984			
53																								
54	PROJECT MANAGEMENT		Subtotal	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12		\$984			
55																								
56																								
57	60% Design Submittal Totals		12	0	44	82	0	0	0	0	0	0	0	0	0	0	0	0	138		\$6,244			
58																								
59																								
60																								
61																								
62	ROADWAY																							
63	General Plan Updates/Address Comments		0	0	4	12	0	0	0	0	0	0	0	0	0	0	0	0	16		\$660			
64	General Notes Updates		0	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	10		\$410			
65	Typical Sections/Sidewalk Details - Detailed design		0	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	10		\$410			
66	Intersection/Curb Ramp Details - Detailed Design		0	0	4	20	0	0	0	0	0	0	0	0	0	0	0	0	24		\$980			
67	MOT - Notes Only, maintain drives		0	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	10		\$410			
68	Project Site Plan/Erosion Control Plan		0	0	2	8	0	0	0	0	0	0	0	0	0	0	0	0	10		\$410			
69	Landscape Plan - Landscape bed adjustments, plans types coordinate w/ City/owner		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0			
70	Final Cost Estimate		0	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	4		\$165			
71																								
72	ROADWAY		Subtotal	0	0	17	67	0	0	0	0	0	0	0	0	0	0	0	84		\$3,445			
73																								
74																								
75	PROJECT MANAGEMENT																							
76	General Oversight		12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12		\$984			
77																								
78	PROJECT MANAGEMENT		Subtotal	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12		\$984			
79																								
80																								
81	90% Design Submittal Totals		12	0	17	67	0	0	0	0	0	0	0	0	0	0	0	0	96		\$4,429			
82																								

	A	B	C	D	E	F	G	H	I	J	K	L	M									
1		ENGINEERING AND TECHNICAL SERVICES COST PROPOSAL																				
2		AND LABOR RATES FOR																				
3		City of Fairfield - S.R. 4 Sidewalk 2026 CDBG																				
4		HOURS AND RATES																				
5																						
6																						
7																						
8	CONSULTANT: Carpenter Marty Transportation Inc.									Proposal Date:	7/1/2025											
9										Revision Date:												
10	PROJECT NAME:		Project Manager	\$82.00		BR Engineer 2	\$60.00															
11	Foxfield Drive		Sr. HWY Engineer	\$73.00		BR Engineer 1	\$52.00															
12			HWY Engineer 2	\$45.00		Sr. Technician	\$45.00															
13			HWY Engineer 1	\$40.00		Survey Crew Member	\$40.00															
14			Sr. BR Engineer	\$73.00																		
15																						
16																						
17																						
18	Task - Description		Project Manager	\$82.00	Sr. Highway Engineer	\$73.00	Highway Engineer 2	\$45.00	Highway Engineer 1	\$40.00	Sr. Bridge Engineer	\$73.00	Bridge Engineer 2	\$60.00	Bridge Engineer 1	\$52.00	Senior Tech	\$45.00	Survey Crew Member	\$40.00	Total Hours	Labor Costs
19																						
83																						
84		Final Plans																				
85																						
86	ROADWAY																					
87	General Plan Updates/Address Comments		0	0	4	8	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$500	
88	Final Plan Submittal		0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$160	
89																						
90	ROADWAY	Subtotal	0	0	4	12	0	0	0	0	0	0	0	0	0	0	0	0	16	\$660		
91																						
92																						
93	Final Plans Totals		0	0	4	12	0	0	0	0	0	0	0	0	0	0	0	0	16	\$660		
94																						
95																						
96																						
97	TOTAL FEE		24	2	65	163	0	0	0	0	0	0	0	0	0	0	0	0	254	\$11,559		
98																						

	A	B	C	D	E	F	G	H	I	J	K
1		ENGINEERING AND TECHNICAL SERVICES COST PROPOSAL									
2		AND LABOR RATES FOR									
3		City of Fairfield - S.R. 4 Sidewalk 2026 CDBG									
4		DIRECT COSTS									
5		7/1/2025									
6											
7											
8		CONSULTANT: Carpenter Marty Transportation Inc.									
9											
10		PROJECT NAME:									
11		Foxfield Drive									
12											
13											
14											
15											
16											
17			PRINTS/ COPIES	FULL DAY PER DIEM	PARTIAL DAY PER DIEM	MILEAGE	LODGING	Survey Supplies	TOTAL		
18		Task - Description		\$ 86.00	\$ 64.50	0.58	\$ 163.00				
19											
20											
21											
22		Site Walk									
23											
24		SITE WALK									
25		Site walk project limits with Preliminary Plans	\$0	\$0	\$0	\$16	\$0	\$0	\$16		
26		-	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
27											
28		SITE WALK	Subtotal	\$0	\$0	\$0	\$16	\$0	\$0	\$16	
29											
30											
31		Site Walk Totals	\$0	\$0	\$0	\$16	\$0	\$0	\$16		
32											
33											
34		60% Design Submittal									
35											
36		ROADWAY									
37		Title Sheet	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
38		General Notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
39		Typical Sections/Sidewalk Details - Preliminary details	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
40		Cross Sections - 50' or 25' where needed to show detail	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
41		Plan and Profile Sheets - 4 sheets	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
42		Intersection/Curb Ramp Details - Preliminary layout	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
43		Storm Sewer - Assumes 1 CB adjustment/relocation at UDF drive	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
44		Traffic Control Plans - Cross walks, stop bars, and sign relocations	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
45		Utility Coordination	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
46		Cost Estimate	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
47											
48		ROADWAY	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
49											
50											
51		PROJECT MANAGEMENT									
52		General Oversight	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
53											
54		PROJECT MANAGEMENT	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
55											
56											
57		60% Design Submittal Totals	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
58											
59											
60		90% Design Submittal									
61											
62		ROADWAY									
63		General Plan Updates/Address Comments	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
64		General Notes Updates	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
65		Typical Sections/Sidewalk Details - Detailed design	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
66		Intersection/Curb Ramp Details - Detailed Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
67		MOT - Notes Only, maintain drives	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
68		Project Site Plan/Erosion Control Plan	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
69		Landscape Plan - Landscape bed adjustments, plans types coordinate w/ City/owner	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
70		Final Cost Estimate	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
71											
72		ROADWAY	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
73											
74											
75		PROJECT MANAGEMENT									
76		General Oversight	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
77											
78		PROJECT MANAGEMENT	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
79											
80											
81		90% Design Submittal Totals	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
82											

	A	B	C	D	E	F	G	H	I	J	K
1	ENGINEERING AND TECHNICAL SERVICES COST PROPOSAL AND LABOR RATES FOR City of Fairfield - S.R. 4 Sidewalk 2026 CDBG DIRECT COSTS 7/1/2025										
2											
3											
4											
5											
6											
7											
8	CONSULTANT: Carpenter Marty Transportation Inc.										
9											
10	PROJECT NAME:										
11	Foxfield Drive										
12											
13											
14											
15											
16											
17			PRINTS/	FULL DAY	PARTIAL DAY						
18	Task - Description		COPIES	PER DIEM	PER DIEM	MILEAGE	LODGING	Survey			
19				\$ 86.00	\$ 64.50	\$ 0.58	\$ 163.00	Supplies	TOTAL		
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	TOTAL DIRECT COSTS		\$0	\$0	\$0	\$16	\$0	\$0	\$16		



**City Council Communication
Regular Meeting - August 11, 2025**

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

Subject:

Town Center Improvements

Legislation Title:

\$18,335 - Town Center Improvements (Development Services)

Recommendation:

It is recommended that City Council authorize appropriations in amounts totaling \$18,335 for improvements in preparation for the Town Center Sign project.

Discussion:

This item requests funding for two items related to the Town Center Sign Plan completed earlier this year. The proposed improvements include 1) brick infill, repair, cleaning, and staining of the existing brick monument walls on Pleasant Avenue at Wessel Drive (four walls) and Patterson Drive (one wall), and 2) relocating existing Travel Butler County wayfinding signage that will conflict with a proposed new gateway sign.

This work is not specifically programmed in the 2025-2029 CIP. The work is in preparation for completing the Town Center Sign work programmed in the 2025-2029 CIP as 5DV03.

Financial Impact:

Funding for the brick work (\$15,600) is proposed to be funded from the Downtown Fund, fund 411.

Funding for the sign relocation (\$2,735) is proposed to be funded from the South Town TIF, fund 223.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. TC Brickblenders

2. TC Geograph Industries

Brickblenders Masonry LLC

PO Box 14569
Cincinnati, OH 45250 US
(513) 418-3537
brickblendersmasonry@gmail.com



Proposal

ADDRESS

Nathaniel Kaelin
City of Fairfield, Ohio
5350 Pleasant Avenue
Fairfield, OH 45014

PROPOSAL

O-2094

DATE

04/29/2025

EXPIRATION DATE

07/31/2025

JOB LOCATION

5350 Pleasant Avenue

CITY, STATE, ZIP

Fairfield, OH 45014

ACTIVITY	DESCRIPTION	AMOUNT
Masonry	Brickblenders Masonry LLC agrees to demo 3 existing signage plates and tooth infill signage voids with closely matched size and textured brick.	6,400.00
Masonry	Brickblenders Masonry LLC agrees to masonry clean 4 brick landscape walls using a masonry commercial cleaning product	1,200.00
Staining	Brickblenders Masonry LLC agrees to masonry stain all brick and exposed CMU (no mortar) on 4 landscape walls to create a uniform and aesthetically pleasing look.	6,000.00
Staining	Brickblenders Masonry LLC agrees to remove/infill with closely matched brick the area where the sign is located and clean/stain all sides except the rear for the fifth sign on Patterson Ave.	2,000.00
Note	*All work above to be done at 4 landscape walls at each corner of intersection at 5350 Pleasant Ave, with the exception of the Patterson Ave. sign.	0.00

Cost and Payments: The total amount for the work performed shall be paid upon completion. Any payment not received within 30 days of completion is subject to interest of 2% per month (24% annually). If for any reason, the masonry surface has been compromised preventing our stain from penetrating, the owner or owners' agent agrees to pay an additional service charge. This is a quotation on the goods named, subject to the conditions noted below:

TOTAL

\$15,600.00

Accepted By

Accepted Date



QUOTATION

[illegible]

Thank you for your business!

TAX NOT INCLUDED
Lead Time: 4-6 Weeks

**We appreciate the opportunity to be of service to this project,
if you have any questions please feel free to contact us**

Sincerely,

Jon Freudiger
Production Manager



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Water Division Well 4 Rehabilitation

Legislation Title:

\$65,775 - Water Division-Well 4 Rehabilitation (Public Utilities)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$65,775.00 for Well 4 Rehabilitation at the Water Treatment Plant.

Discussion:

Fairfield's Water Division pumps, treats and distributes about 6 million gallons of drinking water each day. Fairfield utilizes six raw water / ground water production wells to supply water to its Water Treatment Plant. This project will clean and rehabilitate raw water supply well number four (4). Depending on the condition of the well, rehabilitation efforts may also include but are not limited to pump replacement and shaft replacement - but these items are not expected.

The Water Division has chosen the High Velocity Injection (HVI) rehabilitation process for raw water supply well number 4. The HVI process utilizes a combination of fluid displacement, well bore pressurization and chemical treatments to rehabilitate a well. Fitted with a patented well seal, the well bore can be pressurized throughout each injection treatment. This pressure combined with intermittent purging, dissolves and dislodges fines, mineral scale and biofilm from the well's screen and adjacent geologic formation. Hydraulic energies and fluid displacement generated from the pressurizing of the well bore allow for subsequent chemical treatments to have positive effect, as chemical solutions are injected out into the well's surrounding formation. The high velocity purging and pressurization permits the treatment to penetrate the well's surrounding formation in a manner not possible with conventional well rehabilitation methods. In short, the HVI rehabilitation process will increase the yield of the well significantly and extend rehabilitation cycles.

National Water Services, LLC owns the exclusive rights for the patented HVI rehabilitation process. A sole source letter and cost estimate for the project are attached for review.

Financial Impact:

An appropriation in the amount of \$65,775.00 is being requested for cleaning, inspection and rehabilitation services for the Water Treatment Plants Raw Water Supply Well 4.

Funding for this project was included in the approved 2025-2029 Capital Improvement Program

(CIP) under project 5WT01, Maintain Raw Water Production Wells. The funding source is the Water Replacement Fund, 604.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 07212560_City of Fairfield Well #4 HVIR Proposal (07.22.25)
2. BHVI Letter - Fairfield
3. NWS_HVI Sole Proprietorship Letter



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

July 22, 2025

City of Fairfield
5021 Groh Lane
Fairfield, Ohio 45014
Attn: Jason Hunold

Subject: Well #4 High Velocity Injection™ Rehabilitation

Quote #: 072125-60

Mr. Hunold,

National Water Services LLC (NWS) is pleased to provide the following proposal for the revitalization of Well No. 4 utilizing our High Velocity Injection rehabilitation method. The scope of work is as follows:

General Assumptions

- The Owner Will Assist With Any Necessary Lock-Out/Tag-Out (LOTO)
- The Owner Will Assist With Isolation Valve Operation
- The Owner Will Assist With Any Unwiring & Rewiring of Electrical Equipment
- The Owner Will Assist With Receiving/Handling of Chemicals
- The Owner Will Identify A Discharge Point Within 300' of Well Capable of Handling 220,000 gal.
- The Owner Is Responsible For Collecting Any Water Quality/Bac-T Samples & Associated Costs
- The Owner Will Coordinate Powerline Coverings & De-Energizing W/ Utility Company
- The Jobsite Is Free of Overhead Obstacles Complying with OSHA Standard 1926.1408
- Site Restoration If Necessary Is The Responsibility of Others

Scope of Work

- Mobilize Men & Equipment
- Stage Discharge Conveyance Line To Discharge Point
- Perform One (1) 1-Hr. Pre-Flow Test At 3 Increasing Subsequent Rates
- Pull One (1) 10" x 110 Foot Vertical Line Shaft Pump Setting
- Perform One (1) Pre-Rehabilitation Downhole Camera Inspection of Wellbore
- Prep Existing Well Casing To Receive Patented Well Seal & Stage Temporary Containment Berm
- Stage & Install High Velocity Injection (HVI) Rehabilitation Equipment
- Perform Three (3) HVI Injection Treatments
- Perform Three (3) Intermittent Voluminous Well Bore Education Events & Flow Tests
- Supply Real Time Data Results At The Conclusion of Each Intermittent Flow Test
- Perform One (1) Post-Rehabilitation Downhole Camera Inspection of Wellbore
- Reinstall One (1) Final 10-Inch x 110 Foot Vertical Line Shaft Pump Setting
- Perform One (1) 1-Hr. Post-Flow Test At 3 Increasing Subsequent Rates
- Reconnect Well No. 4 Back To Owner's Discharge Line
- Demobilize Men & Equipment



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

Should the scope of work widen, or work be halted for reasons beyond NWS's control, an hourly standby rate of **\$450.00** will be charged if applicable. NWS will give notice to the owner's project coordinator prior should such event occur.

Project Budget

Line Item #	Description	UOM	Qty.	Unit Price	Extended Price
1	Rehabilitation Well #4 Utilizing High Velocity Injection Revitalization™ Method	LS	1	\$64,775.00	\$64,775.00
2	Perform Pump Inspection & Issue Report <i>*Repairs To Be Quoted Separately*</i>	LS	1	\$1,000.00	\$1,000.00
Contract Total:					\$65,775.00

Optional - Additional Acid Treatments, if required: \$10,250.00/each

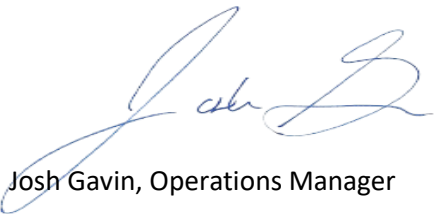
Optional – Additional Super Chlorination, if required: \$6,330.00/each

If the well does not recover to 50% of its original capacity, an additional treatment may be required. This treatment will be determined at the time of the test at end of third cleaning process and may be a chlorine, or acid treatment. Continuous work adds apply to additional treatments if applicable. Additional Treatments, if required, (1-day Process).

National Water Services, LLC appreciates the opportunity to provide the City of Fairfield with this proposal. Should you have any questions regarding the report, please feel free to contact me at any time of your convenience on my cell phone (937) 602-4286.

Sincerely,

National Water Services LLC



Josh Gavin, Operations Manager



1. Proposal is based upon a 4 Day X 10 Hr, weekly work schedule, with Saturdays reserved as "make up" for any weather delay.

2. Proposal does not include costs to relocate, remove, abandon or replace existing buried utilities, conduits, vaults, other systems unless explicitly included in the proposal.

3. Proposal does not include costs to locate, demolish, remove or dispose of structures, foundations, piping, piling, wreckage, buried trash or other man-made obstructions which may be encountered while excavating on this project unless explicitly included in the proposal.

4. Proposal requires an equitable contract adjustment for any delay or impact caused by parties other than NWS, or any unforeseen site conditions, which may inhibit work.

5. Unless explicitly stated otherwise, Proposal requires that excess excavated material, including dirt, be left on site within 10' of excavation.

6. Proposal does not include rock removal unless explicitly included in the proposal.

7. Trench Shoring is not included, excavations shall be benched unless explicitly included in the proposal.

8. Subcontractors will not be signatory to project labor agreements unless explicitly included in the proposal.

9. Proposal requires Contractor and Subcontractors will utilize pre-existing, established project management, field supervision and labor work forces, and will follow "open shop" labor practices with regards to project staffing and work rules.

10. Proposal requires that NWS and Subcontractor work force will spend no more than 3 hours in project-specific orientation and safety training, prior to beginning work on the project.

11. Proposal includes cost for applicable standard insurance coverages but does not include cost for Builders Risk, Pollution, environmental, or Longshoreman insurance.

12. Proposal requires that the End User obtains all permits, including Rail Road Right Away, USOC Permits etc.. Any and All Required Permits shall be furnished by others.

13. Proposal does include Local and State Sales Tax for permanent materials unless explicitly included in the proposal.

14. Unless the Proposal so requires, NWS and Subcontractors shall not be signatory to project labor agreements.

NATIONAL WATER SERVICES, LLC

A Fully Licensed - Tennessee, Alabama, Mississippi, Arkansas & West Virginia Municipal and Utility General & Building Construction Contractor

AND A Licensed - TN, AL, MS, KY, IN, OH, AR, WV, GA & IL Well Driller and Pump Installer

WEB; www.national-water.com

15. The Pump removal cost provided in your quotation represents cost associated with removing an intact assembly. If any component of the pumping unit assembly is detached such as the Oil Tube connection(s), line shaft connection(s) and column or drop pipe connection throughout the setting, the removal operation shall be suspended and the end user's representative will be notified. In such an event, NWS's crew will be demobilized, the client/end user will bare the expense of 50% of the original quoted removal cost. NWS's representative will develop a plan for removal of the detached assembly and furnish cost to the client/end user for remobilization, fabricating the retrieval devices and a per hour cost for removal efforts. NWS explicitly excludes any guarantee of success pertaining to retrieval. It also excludes any and all damage to the well, it's pumping unit or attachments during retrieval efforts.

16. Furnishing a Well Pump without NWS obtained Capacity Data:
NWS is not responsible for Pumping Unit Performance in relationship with a wells capacity when data is obtained by others and provided to NWS and/or a recommendation has been made to clean the well by NWS.

17. Unless NWS has a current ongoing agreement with owner to maintain well capacity NWS excludes any guarantee of a wells ability to maintain capacity after a well cleaning or well revitalization.

18. Ingress and Egress: NWS removes Pumping Units and Drills Wells with rubber tire equipment. It is not responsible for cost associated with site access or site reclamation. Provisions shall be specifically included in your quotation for this if included in your proposal.

19. Test Drilling: NWS specifically excludes any guarantees, warranties, or promises regarding the quantity and quality of water produced by the Project.

20. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PROPOSAL OR IN THIS DOCUMENT: (i) NEITHER PARTY HERETO NOR ANY PERSON ACTING ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (ii) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ACTING ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE PROPOSAL OR THIS DOCUMENT IN ENTERING INTO THIS WAIVER. THIS WAIVER OF CLAIMS INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF ANY CLAIMS REGARDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF MARKETABILITY.

21. The Terms and conditions of work to be performed by NWS are expressly limited to the Proposal and this document. NWS field workers expressly lack the authority to bind NWS, or to amend any term, condition, or scope of performance related to the Proposal. The terms of this document, or the Proposal, shall only be amended by the express written consent of NWS officers, directors, or the sales representative(s) who submitted the Proposal.



Terms and Conditions

The contract price for this project has been calculated based on the current prices for the component materials. However, the market for these materials that are herein specified is i considered to be volatile.

National Water Services, LLC is pleased to quote these services and products for your application. This quotation is valid for **30 DAYS** from the date of this quotation.

Pursuant to General Contractors being provided being furnished quotations from NWS, we understand there is a potential for your award to be delayed up and until the expiration of your Bid Bond - 60 days. As a result NWS shall hold pricing for a 60 day period from the original bid date of the project. Specifically pertaining to material sales on Bid Build Projects, NWS shall furnish to you an itemized quotation separating the quoted components from start up and commissioning. Each shall be invoiced as follows: Material-net 60 day terms from the delivery date. Commissioning and Start Up-net 60 day terms from the event, neither supplied materials or Start Up and Commissioning shall be subject to Retainage.

PRICE AND PAYMENT

Unless otherwise agreed by National Water Services, LLC in writing, prices quoted - special packaging or any sales, use, excise, VAT or similar taxes. Taxes imposed by any federal, state, county, city or municipal law on the Goods will be added to the invoice unless a fully completed and executed tax exemption certificate is received by National Water Services, LLC with the the executed purchase or contract order. Unless otherwise agreed by National Water Services, LLC in writing, payment terms are net thirty (30) days from the date of invoice. CLIENT SHALL PAY A LATE CHARGE OF ONE AND ONE-HALF PERCENT (1.50%) PER MONTH ON ALL AMOUNTS NOT PAID WHEN DUE. Client waives its right to set-off against claims it may have against National Water Services, LLC and acknowledges that it may not suspend its payment obligations. National Water Services, LLC reserves the right to withhold shipment or to require other adequate assurances of performance of Clients payment obligations. Client shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

Thank You,

NATIONAL WATER SERVICES, LLC

NWS Rep: Josh Gavin

Acceptance Of The Terms and Conditions

Client: _____

Title: _____

Signature: _____

Project: _____

Date: _____

Purchase Order# _____

July 22, 2025

Jason Hunold
Public Utilities Director
Fairfield Public Utilities
5021 Groh Lane
Fairfield, Ohio 45014
(513)858-7760
www.fairfieldoh.gov
jhunold@fairfield-city.org



RE:Brotcke High Velocity Injection System

Dear Mr. Hunold,

Pursuant to your request, National Water Services, LLC is pleased to submit sole source product/services verification. This letter is to confirm that the National Water Services, LLC has purchased the rights to use the **Brotcke High Velocity Injection System** and is to the best of our knowledge an exclusive service provider authorized by Brotcke Well & Pump for this system. (See attached letter dated May 12, 2022)

National Water Services, LLC is looking forward to providing services to Fairfield Public Utilities. If you have any questions or would like to discuss this in more detail, please do not hesitate to contact us.

Respectfully Submitted:

Shawn B. Fisher

Shawn B. Fisher, Co-President
National Water Services, LLC
(502)338-1777
sfisher@national-water.com



May 12, 2022

Mr. Bill Reynolds
National Water Service
524 North East 3rd Street
Paoli, IN 47454

Re: Brotcke High Velocity Injection System

Dear Mr. Reynolds,

As of May 1, 2022, National Water Service is the only company that Brotcke Well & Pump, Inc., has authorized to use the Brotcke High Velocity Injection System.

Sincerely,
BROTCKE WELL & PUMP INC.



Paul Brotcke, PE
Chairman & CEO



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Harbin Park Shelter Replacements – Shelters #5 and #6

Legislation Title:

\$74,900 - Harbin Park Shelter Replacements – Shelters #5 and #6 (Parks & Recreation)

Recommendation:

It is recommended that City Council authorize an appropriation of \$74,900.00 from the Parks Development Fund for the replacement of two shelters at Harbin Park.

Discussion:

This appropriation is for replacing shelters #5 and #6 at the lower section of Harbin Park.

Public Works crews will remove the existing shelters and concrete. HB Contractor Services will construct two shelters in the same general location. Shelter #6 will be moved away from the existing wet, wooded area to make for a more user friendly environment.

The existing shelters were built in the late 1970's and are at the end of their useful life. These two are in poor condition but all the shelters in lower Harbin are scheduled for replacement in the near future.

The existing shelters have 567 square feet (SF) of concrete area for a total of 1,134 SF of rentable space. The new shelters will be two different sizes with a 24' x 42' pad and a 24' x 32' pad for a total of 1,776 SF of rentable space (approximately 50% more than existing).

Shelters #7 and #8 were recently completed and open for rental by the end of July. Shelters #5 and #6 will be removed and reconstructed in early fall.

The project is programmed in the 2025-2029 Capital Improvement Program as 5PW33 Harbin Park Renovations.

Financial Impact:

\$74,900.00 from the Parks Development Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Harbin Shelter #5 and #6 Estimate
2. Harbin Park Shelters 5 & 6



4210 Tylersville Road
West Chester, Ohio 45011
www.hb-contractor.com
513.290.8966

Estimate

Date	Estimate #
7/29/2025	1770

Name / Address
City of Fairfield - Harbin Park 1300 Hunter Road Fairfield, OH 45014

Description	Total
◇20' x 40' SHELTER AT HARBIN PARK: #5 -This estimate is for a 20' wide by 40' long open shelter -The new structure will be free standing -All necessary permits will be pulled by HB Contractor Services LLC ◇FLATWORK: -Eight, 16" wide x 32" deep, round concrete piles will be dug to support the new shelter -Compacted gravel will be installed under the slab of concrete -A new 24' x 42' pad of concrete will be poured -Class C with Fiber mesh -The holes for the posts will also be filled during the pour ◇CONSTRUCTION OF SHELTER: -The structure will be supported by eight 6x6 posts, attached to the concrete with metal post-to-concrete connectors -The new structure will be supported by two 3 1/4" x 9 1/4" LVL boards sandwiched together, attached to the 6x6 posts with metal beam-to-post connectors -The new roof will have a 5/12 roof pitch -The rafters will consist of 2" x 6" boards spaced every 16" and then sheeted with 1/2" plywood -15lb. roof felt, aluminum drip edge, a ridge vent and three dimensional shingles will be installed -The gable ends will be sheathed with T1-11 plywood ◇STONE PILLARS: -New stone pillars will be installed around each posts -I will be using Allen Block Courtyard Collection with a Rockcast cap -The eight stone pillars will have a dimension of 22.5" wide x 22.5" long x 38.5" tall ◇PAINTING: -The posts, beams, gable ends, gutter boards and the underside of the shelter will be painted the color of your choice ◇ESTIMATE TOTAL	42,950.00
◇20' x 30' SHELTER AT HARBIN PARK: #6 -This estimate is for a 20' wide by 30' long open shelter -The new structure will be free standing -All necessary permits will be pulled by HB Contractor Services LLC ◇FLATWORK: -Six, 16" wide x 32" deep, round concrete piles will be dug to support the new shelter -Compacted gravel will be installed under the slab of concrete -A new 24' x 32' pad of concrete will be poured -Class C with Fiber mesh -The holes for the posts will also be filled during the pour	
Thank you for your interest in HB Contractor Services.	Total

4210 Tylersville Road
West Chester, Ohio 45011
www.hb-contractor.com
513.290.8966

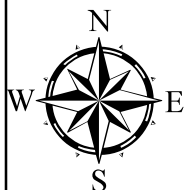
Estimate

Date	Estimate #
7/29/2025	1770

Name / Address
City of Fairfield - Harbin Park 1300 Hunter Road Fairfield, OH 45014

Description	Total
◇ CONSTRUCTION OF SHELTER: -The structure will be supported by eight 6x6 posts, attached to the concrete with metal post-to-concrete connectors -The new structure will be supported by two 3 1/4" x 11 1/4" LVL boards sandwiched together, attached to the 6x6 posts with metal beam-to-post connectors -The new roof will have a 5/12 roof pitch -The rafters will consist of 2" x 6" boards spaced every 16" and then sheathed with 1/2" plywood -15lb. roof felt, aluminum drip edge, a ridge vent and three dimensional shingles will be installed -The gable ends will be sheathed with T1-11 plywood ◇ STONE PILLARS: -New stone pillars will be installed around each posts -I will be using Allen Block Courtyard Collection with a Rockcast cap -The eight stone pillars will have a dimension of 22.5" wide x 22.5" long x 38.5" tall ◇ PAINTING: -The posts, beams, gable ends, gutter boards and the underside of the shelter will be painted the color of your choice ◇ ESTIMATE TOTAL	31,950.00
*Price includes all labor and materials, as stated above.	
Thank you for your interest in HB Contractor Services.	Total \$74,900.00

- Estimate valid for 30 days
- Any additional work / changes outside of this estimate will be done at an additional charge
- HB Contractor Services LLC is not responsible for any costs due to unforeseen conditions
- One year workmanship warranty included



Harbin Park Shelters 5 & 6



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Appropriation of remaining funding from Pavement Markings for Route 4 Median Planting Updates

Legislation Title:

\$34,660 - Route 4 Median Planting Updates (Public Works)

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$34,660 from the Street Improvement Fund for this program.

Discussion:

This is a request to use unused funds from the Pavement Marking Program, funded under the Capital Improvement Program. The funds are needed to provide the necessary labor, materials, and equipment needed to maintain the landscaped areas in the median area on the south end of Route 4.

This landscaping has been maintained under contract since it was installed approximately 20 years ago. Some trees and plants have been replaced from time to time but it has not had a significant refresh in many of the beds since it was installed.

Groundspro is doing the maintenance this year for the City and has proposed the installation of some change in species and some filling in of materials that has been lost due to the relatively harsh conditions. This proposal focuses on just the center median which is the most visible and has the highest aesthetic impact.

Costs covered are primarily materials and supplies such as trees, shrubs, flowers and mulch.

The project is requesting to use unused funds programmed in the 2025-2029 CIP as 5PW09 Pavement Marking Program.

Financial Impact:

\$34,660 from the Street Improvement Fund

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Rt 4-Muhulhauser_North Median Landscape Renovation_Proposal
2. Rt 4-Muhulhauser_South Median Landscape Renovation_Proposal



A VISTERRA COMPANY

9405 Sutton Place
West Chester, OH 45011

PROPOSAL

Customer:

City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Property:

City of Fairfield - Rt4/Muhlhauser
Dixie / Rt 4
Fairfield, OH 45014
Proposal: 55255
Date: 5/22/2025

#55255 Median Landscape Renovations - North Median

GroundsPRO proposes to fill in the areas of the bed space in the medial landscape beds that are empty or near empty due to dead or dying shrubs. The quote is divided into sections in North Median. There is a one year warranty on all plant materials as long as a watering program is in place. Fresh mulch for the disturbed areas, initial watering and starter fertilizer is included in the estimate.

NORTH MEDIAN - NM 1

Materials	Quantity	Unit	
Taxodium d. 'Shawnee Brave' (Bald Cypress)	1.00	20 gal	
Hydrangea p. 'Little Lime'	8.00	3 gal	
Physocarpus o. Little Devil™	18.00	3 gal	
Juniperus v. 'Grey Owl' - Installed	8.00	3 gal	
Black Dyed Mulch	3.00	cuyd	
starter fertilizer 16-28-12	0.25	50 lb bag	
Dump Fee / Debris Disposal	0.50	ea	
NORTH MEDIAN - NM 1			\$4,062.00

NORTH MEDIAN - NM 2 - NO WORK NEEDED

Materials	Quantity	Unit	
NORTH MEDIAN - NM 2 - NO WORK NEEDED			\$0.00

NORTH MEDIAN - NM 3

Materials	Quantity	Unit
Hydrangea p. 'Little Lime'	8.00	3 gal
Physocarpus o. Little Devil™	16.00	3 gal
Juniperus v. 'Grey Owl' - Installed	12.00	3 gal
Black Dyed Mulch	3.00	cuyd

starter fertilizer 16-28-12	0.25	50 lb bag
Dump Fee / Debris Disposal	0.50	ea

NORTH MEDIAN - NM 3	\$3,540.00
----------------------------	-------------------

NORTH MEDIAN - NM 4

Materials	Quantity	Unit
Hydrangea p. 'Little Lime'	8.00	3 gal
Physocarpus o. Little Devil™	20.00	3 gal
Juniperus v. 'Grey Owl' - Installed	13.00	3 gal
Black Dyed Mulch	3.00	cuyd
starter fertilizer 16-28-12	0.25	50 lb bag
Dump Fee / Debris Disposal	0.50	ea

NORTH MEDIAN - NM 4	\$4,221.00
----------------------------	-------------------

SUBTOTAL	\$11,823.00
-----------------	--------------------

SALES TAX	\$0.00
------------------	---------------

PROJECT TOTAL	\$11,823.00
----------------------	--------------------

Terms & Conditions

Thank you for allowing us the opportunity to contribute to your landscape investment.

In order to provide you with the quality plant material your property deserves, we have taken great care to procure them from only the most highly regarded nurseries in your area.

Furthermore, our landscape technicians have been properly trained to install your new plants in a manner to optimize plant viability, which includes a thorough initial watering.

As a result we confidentially stand behind our guarantee:

With reference to "provided proper maintenance is performed", we strongly recommend a "moisture monitoring program" in particular. Your new landscape will essentially remain "tender" throughout the first growing season, with the first two to four weeks being the most crucial. Please take the time to monitor your new investment to ensure that there is adequate moisture by literally feeling the soil near your new plantings. In many cases, even though the moisture in the surrounding soil may look and feel sufficient, your new plants' roots have not extended that far to obtain moisture. They are still in their "pots", possibly having utilized all the moisture in their immediate area. Therefore, please take the extra time to make sure there is, indeed, enough water in their "pots".

If you have any further questions, please do not hesitate to give us a call.

Our replacement guarantee is for a one (1) year period after planting. All woody plants are to be guaranteed against death from causes other than man, animal, acts of God and disease for which there is no known cure, provided proper maintenance is performed. Any plants that die during this period will be replaced once free of charge or with similar plants of equal value.

***Transplants, perennials, annuals, bulbs, lawns, groundcover and plant material in raised planters are not guaranteed.

Services are subject to a Fuel Surcharge. In the event the National Average price of fuel is \$4.00 or greater, a surcharge of 5% will be applied to all invoiced services.

Please note all invoices paid using a credit card will be assessed a 3% processing fee.

******* ALL LANDSCAPE DESIGNS ARE PROPERTY OF GROUNDS PRO AND CANNOT BE REPLICATED OR USED BY OTHER CONTRACTORS. DESIGN FEE OF \$1,000 WILL BE WAIVED IF PROPOSAL IS ACCEPTED. IF DESIGN IS USED BY ANOTHER CONTRACTOR THE FEE WILL BE CHARGED.**

Thank you once again and enjoy!

Proposed By:



NicoleLynn Aguilar
Account Manager

05/22/2025

Date

Agreed & Accepted By:

City of Fairfield - Rt4/Muhlhauser

Date



A VISTERRA COMPANY

9405 Sutton Place
West Chester, OH 45011

PROPOSAL

Customer:

City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Property:

City of Fairfield - Rt4/Muhlhauser
Dixie / Rt 4
Fairfield, OH 45014
Proposal: 55241
Date: 5/22/2025

#55241 Median Landscape Renovations - South Median

GroundsPRO proposes to fill in the areas of the bed space in the median landscape beds that are empty or near empty due to dead or dying shrubs. Dead and dying shrubs will be removed. The quote is divided into sections in South Median. There is a one year warranty on all plant materials as long as a watering program is in place. Fresh mulch for the disturbed areas, initial watering and starter fertilizer is included in the estimate.

Manual watering is available if needed, \$75 per man hour. This may be necessary if the irrigation system isn't adequate in the hot and dry months.

SOUTH MEDIAN - SM 1

Materials	Quantity	Unit	
Hydrangea p. 'Little Lime'	15.00	3 gal	
Physocarpus o. Little Devil™	14.00	3 gal	
Juniperus v. 'Grey Owl' - Installed	9.00	3 gal	
Black Dyed Mulch	3.50	cuyd	
starter fertilizer 16-28-12	0.25	50 lb bag	
Dump Fee / Debris Disposal	0.50	ea	
SOUTH MEDIAN - SM 1			\$4,599.00

SOUTH MEDIAN - SM 2

Materials	Quantity	Unit	
Hydrangea p. 'Little Lime'	18.00	3 gal	
Physocarpus o. Little Devil™	16.00	3 gal	
Juniperus v. 'Grey Owl' - Installed	13.00	3 gal	
Black Dyed Mulch	6.00	cuyd	
starter fertilizer 16-28-12	0.25	50 lb bag	
Dump Fee / Debris Disposal	0.50	ea	
SOUTH MEDIAN - SM 2			\$5,094.00

SOUTH MEDIAN - SM 3

Materials	Quantity	Unit
Hydrangea p. 'Little Lime'	14.00	3 gal
Physocarpus o. Little Devil™	16.00	3 gal
Juniperus v. 'Grey Owl' - Installed	15.00	3 gal
Black Dyed Mulch	5.00	cuyd
starter fertilizer 16-28-12	0.25	50 lb bag
Dump Fee / Debris Disposal	0.50	ea

SOUTH MEDIAN - SM 3 \$4,675.00

SOUTH MEDIAN - SM 4

Materials	Quantity	Unit
Hydrangea p. 'Little Lime'	9.00	3 gal
Physocarpus o. Little Devil™	11.00	3 gal
Juniperus v. 'Grey Owl' - Installed	9.00	3 gal
Black Dyed Mulch	7.00	cuyd
starter fertilizer 16-28-12	0.25	50 lb bag
Dump Fee / Debris Disposal	0.50	ea

SOUTH MEDIAN - SM 4 \$4,052.00

SOUTH MEDIAN - SM 5

Materials	Quantity	Unit
Hydrangea p. 'Little Lime'	8.00	3 gal
Physocarpus o. Little Devil™	8.00	3 gal
Juniperus v. 'Grey Owl' - Installed	8.00	3 gal
Black Dyed Mulch	2.50	cuyd
starter fertilizer 16-28-12	0.25	50 lb bag
Dump Fee / Debris Disposal	0.50	ea

SOUTH MEDIAN - SM 5 \$2,741.00

SOUTH MEDIAN - SM 6

Materials	Quantity	Unit
Physocarpus o. Little Devil™	9.00	3 gal
Juniperus v. 'Grey Owl' - Installed	4.00	3 gal
Black Dyed Mulch	1.50	cuyd
starter fertilizer 16-28-12	0.25	50 lb bag
Dump Fee / Debris Disposal	0.50	ea

SOUTH MEDIAN - SM 6 \$1,676.00

SUBTOTAL \$22,837.00

SALES TAX	\$0.00
PROJECT TOTAL	\$22,837.00

Terms & Conditions

Thank you for allowing us the opportunity to contribute to your landscape investment.

In order to provide you with the quality plant material your property deserves, we have taken great care to procure them from only the most highly regarded nurseries in your area.

Furthermore, our landscape technicians have been properly trained to install your new plants in a manner to optimize plant viability, which includes a thorough initial watering.

As a result we confidentially stand behind our guarantee:

With reference to "provided proper maintenance is performed", we strongly recommend a "moisture monitoring program" in particular. Your new landscape will essentially remain "tender" throughout the first growing season, with the first two to four weeks being the most crucial. Please take the time to monitor your new investment to ensure that there is adequate moisture by literally feeling the soil near your new plantings. In many cases, even though the moisture in the surrounding soil may look and feel sufficient, your new plants' roots have not extended that far to obtain moisture. They are still in their "pots", possibly having utilized all the moisture in their immediate area. Therefore, please take the extra time to make sure there is, indeed, enough water in their "pots".

If you have any further questions, please do not hesitate to give us a call.

Our replacement guarantee is for a one (1) year period after planting. All woody plants are to be guaranteed against death from causes other than man, animal, acts of God and disease for which there is no known cure, provided proper maintenance is performed. Any plants that die during this period will be replaced once free of charge or with similar plants of equal value.

***Transplants, perennials, annuals, bulbs, lawns, groundcover and plant material in raised planters are not guaranteed.

Services are subject to a Fuel Surcharge. In the event the National Average price of fuel is \$4.00 or greater, a surcharge of 5% will be applied to all invoiced services.

Please note all invoices paid using a credit card will be assessed a 3% processing fee.

***** ALL LANDSCAPE DESIGNS ARE PROPERTY OF GROUNDS PRO AND CANNOT BE REPLICATED OR USED BY OTHER CONTRACTORS. DESIGN FEE OF \$1,000 WILL BE WAIVED IF PROPOSAL IS ACCEPTED. IF DESIGN IS USED BY ANOTHER CONTRACTOR THE FEE WILL BE CHARGED.

Thank you once again and enjoy!

Proposed By:



NicoleLynn Aguilar
Account Manager

05/22/2025

Date

Agreed & Accepted By:

City of Fairfield - Rt4/Muhlhauser

Date



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Justice Center Repairs and Upgrades

Legislation Title:

\$165,000 - Justice Center Repairs and Upgrades (multiple vendors; Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the Repairs and Upgrades to the Justice Center to include: upgrades to the Judges Chamber to include wall paper removal, drywall preparation and paint (\$11,250), new carpet for the Judges Chamber (\$8,900), purchase of an Eaton 20KW Uninterruptable Power Supply (UPS) for the 911 data center (\$35,000), replace the 15 ton HVAC system in the 911 data center (\$73,400); Cincinnati Air Conditioning was chosen for this project due to their Engineering expertise in data centers and their familiarity with the building.

Financial Impact:

\$165,000 for these projects and contingencies for all City Buildings.

These projects are listed in the 2025 CIP as 5FC71 Justice Centers Repairs and Upgrades (\$260,000). \$85,000 was already requested under ordinance 72-25 for other Justice Center projects.

Emergency Provision:

Yes, to facilitate these repairs prior to heating season and to facilitate the purchase of the UPS.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Fairfield Justice Center - Liebert Systems' Replacement w Bryant Equipment
2. CDA Judges Chamb Est
3. DeGeorge
4. Easton UPS quote



2080 Northwest Dr.
Cincinnati, OH 45231
PH: 513.721.5622
FAX: 513.345.2544

David K. Watson, P.E.
Project Manager
PH: 513-721-5622 Ext. 145
www.cincinnatiair.com

Air Conditioning • Process Piping • Commercial Refrigeration • Heating

Project: **Replace Existing Liebert Systems
with New Bryant Systems**

Date: 4/11/2025

Prepared for: **Fairfield Justice Center**

Attn: **Brian Rose**

The Cincinnati Air Conditioning Co. is pleased to submit our proposal on the above-referenced project.

Scope of Work Includes:

- Make site visit(s) to measure for required materials.
- Reclaim the refrigerant R22 from two (2) existing 15.0-ton Liebert split systems in the Server Room of the Justice Center.
- Demo/remove the existing refrigerant piping from the two (2) existing 15.0-ton Liebert split systems.
- Demo/remove the existing power wiring and control wiring connections from the two (2) existing 15.0-ton Liebert split systems.
- Demo/remove the existing water piping and condensate drain piping connections from the two (2) existing indoor units.
- Demo/remove the two (2) existing indoor units from the Server Room.
- Demo/rig two (2) existing condensers off roof.
- Modify the existing roof support steel.
- Rig/install **three (3) new 5.0-ton Bryant 460-volt 3-phase condensing units** onto roof support steel.
- Install **three (3) new 5.0-ton Bryant 460-volt 3-phase indoor fan-coil units** in the Server Room.
- Install new refrigerant piping between the three (3) new condensing units and the three (3) new indoor fan-coil units.
- Install new condensate pumps and condensate drain piping for the three (3) new indoor fan-coil units.

- Charge the three (3) new split systems with refrigerant. Please note that these three (3) new systems will use **refrigerant R410a**.
- Startup and test the new split systems.
- **Sales Tax.**
- **Mechanical permit drawings.**
- **Mechanical permit fee.**
- One-year parts and labor warranty for new equipment and materials provided and installed by The Cincinnati Air Conditioning Co.

Exclusions and Clarifications:

- **Excludes Power Wiring work.**
- **Excludes Control Wiring work.**
- Excludes Fire Suppression work.
- Excludes Fire Alarm work.
- Excludes Life Safety work.
- Excludes any temporary heating, cooling, ventilation, or humidity control.
- Excludes Commissioning of HVAC systems and/or providing Commissioning Agent.
- Excludes Prevailing Wage labor rates.
- Excludes Overtime or Shift labor rates.
- Excludes Bid, Performance or Payment Bonds.

Price for Scope for Work described above \$ 73,370.00

(Seventy-three thousand three hundred seventy dollars)

Please note that the duration of this project is anticipated to take between three (3) to four (4) weeks to complete.

David K. Watson, P.E.
Project Manager

CDA PROPERTIES, LLC

P.O. BOX 415
Seven Mile OH 45062
513-310-3841

Estimate

Date	Estimate #
2/18/2025	1226

Name / Address
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014

Description	Total
JUSTICE CENTER: JUDGES CHAMBERS 1) Remove Wallpaper, Backing Paper and Adhesive from Walls in: a) Conference Room : 17' L x 12' W x 10' H b) Judges Office: 17' L x 22' W x 10' H c) Judges Private Bath 7'L x 7'W x 9' H 2) Paint 1 Coat ProBlock Primer/Sealer 3) Paint 2 Coats Duration Matte Finish Paint (Color of Choice) 4) Repair Minor Drywall Imperfections, Nail Holes, etc* 5) Protection, Clean-up and Furniture Movement *Please Note Upon Removing Wallpaper IF excesssive Drywall Damage Occurs from Prior Wallpaper Installation which would require excessive drywall mudding ie: a whole wall, an extra charge to be approved by Management will be assessed at time of repair. ALL LABOR & MATERIALS INCLUDED	11,250.00
Thank you for the opportunity to service the City of Fairfield.	Total \$11,250.00



April 28th, 2025

*7400 Liberty One Drive Liberty Township OH

(513) 860-2600

City of Fairfield

Job: Judges Office – Conference Room – Monicas Office & Hallway

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration:

Re: Furniture – Removal – Prep – Carpet Tile (Judge Office)

We will perform the following in the police records area looked at with Brian on 4/10/2025:

- *Move around all of the furniture, etc.
- *Remove and haul away the existing carpet and cove base
- *Clean and prep the concrete to make ready for the new installation of glue down carpet tiles
- *Provide and install Shaw Patcraft “Orbital” 24”x24” nylon commercial grade glue down carpet tiles – color: Satellite
- *Provide and install commercial grade rubber transitions where / if necessary – color: TBD

Total Cost \$ 2, 896.00

Re: Furniture – Removal – Prep – Carpet Tile (Conference Room)

We will perform the following in the police records area looked at with Brian on 4/10/2025:

- *Move around all of the furniture, etc.
- *Remove and haul away the existing carpet and cove base
- *Clean and prep the concrete to make ready for the new installation of glue down carpet tiles
- *Provide and install Shaw Patcraft “Orbital” 24”x24” nylon commercial grade glue down carpet tiles – color: Satellite
- *Provide and install commercial grade rubber transitions where / if necessary – color: TBD

Total Cost \$ 1, 984.00

Re: Furniture – Removal – Prep – Carpet Tile (Monicas Office & Hallway)

We will perform the following in the police records area looked at with Brian on 4/10/2025:

- *Move around all of the furniture, etc.
- *Remove and haul away the existing carpet and cove base
- *Clean and prep the concrete to make ready for the new installation of glue down carpet tiles
- *Provide and install Shaw Patcraft “Orbital” 24”x24” nylon commercial grade glue down carpet tiles – color: Satellite
- *Provide and install commercial grade rubber transitions where / if necessary – color: TBD

Total Cost \$ 3, 992.00

Signature: Matt Dunn

Note: Pricing is valid through August 1st, 2025

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Accepted: Signature: _____ Date: _____

Detail Bill of Material

Project Name:	Fairfield 911 _CGKE0606X5K1 / B061025AM1152 / 93PM, 9355	Negotiation No:	CGKE0606X5K1
General Order No:		Alternate No:	0000

Item No.	Qty	Product	Description
	1	93PM UPS 20-200kW	480V in, 480V out (3 wire) System Voltage, 20kW Rated, 50kW Frame Capacity, Standard 97% Efficiency, Firmware expandable to 50kW, Sidecar Bypass Cabinet, Includes Power Xpert Gateway Card, Industrial Relay Card, and EMP, 17 minutes minutes of internal runtime at 20 kW, Includes 7x24 Startup, and 1 year on-site parts and labor coverage, Power Quality Terms and Conditions apply, PredictPulse Wireless remote monitoring installed during startup, includes 24x7 alarm monitoring, dispatch, reporting, real-time access to health data, LTE cellular modem/router hardware, AT&T Wireless data plan and activation, Only available for purchases after January 1st 2022, SOW R-32 applies

Catalog No 9AA102D109H10R0

Catalog No	Qty	List of Materials
9AA102D109H10R0	1	Catalog # 9AA102D109H10R0 93PM UPS 480V in, 480V out (3 wire) 50kW UPS Frame
P-103004440	1	93PM 480V PREDICTPULSE WIRELESS KIT
FREIGHT-93PM	1	Standard Ground Shipping to OH
FREIGHT-93PM	1	FOB Destination (net price)

Total Quote Price **\$34,468.23**

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Public Works Repairs and Upgrades

Legislation Title:

\$60,000 - Public Works Repairs and Upgrades (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the Repairs and Upgrades to the Public Works Facility to include a new entrance gate and operator, and painting of the exterior of the front office area.

Financial Impact:

\$60,000 (\$27,624 for the gate and operator + \$12,500 for the exterior painting of the office area + \$19,876 for contingencies and City Facilities and Fleet Needs)

This project is listed in the 2025 CIP as 5FC61 Public Works Repairs and Upgrades \$60,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Est Public W Painting
2. Security Fence Group

CDA PROPERTIES, LLC

**P.O. BOX 415
Seven Mile OH 45062
513-310-3841**

Estimate

Date	Estimate #
4/16/2025	1235

Name / Address
City of Fairfield Attn: Brian Rose 8870 N. Gilmore Rd. Fairfield, OH 45014

Description	Total
PUBLIC WORKS BUILDING: EXTERIOR PAINTING	12,500.00
1. Paint Front Lower "Bump Out" of Main Building Approx. 270' x 24'	
2. Paint to Match Existing Paint Scheme, 5-Colors with Sherwin Williams Duration Exterior Flat Paint	
3. Lift Truck to be Rented for 1 week/7 days to be paid by CDA Properties From BobCat Enterprises	
7 Day Completion Time	
Labor & Materials Included	
Thank you for the opportunity to service the City of Fairfield.	Total \$12,500.00

Security

FENCE GROUP, INC.
Certified DBE/WBE/WOSB
An Equal Opportunity Employer

Date: July 10, 2025

City of Fairfield

Brian Rose

Public Works Gate Replacement

* **Base Bid:**

Quote to remove existing operator and pipe frame gate and replace with an Arma Gate and new LiftMaster INSL24UL slide gate operator. This will include a photoeye across the opening, a edge on the rear of the gate, and a laser loop for free exit and safety.

Total for the Above Delivered and Installed	L/S	\$27,624.00
--	------------	--------------------

Notes:

- Due to the current highly volatile market conditions for steel & aluminum we can only honor this proposal for **15** days and are subject to change thereafter. Please call to discuss potential options if needed
- This quotation is limited to the work as defined above and term shown
- Responsibility for obtaining building permits, zoning certificates or property surveys rests solely the owner.
- All electrical for operators will have to be provided by others.
- All work will be completed in a neat and workmanlike manner by skilled Security craftsmen, experienced in their trades.

Thank you for the opportunity of quoting with you, and should you have any further questions, please contact me at 513-681-3700, ext. 123 between the hours of 7:00 a.m. to 4 p.m. or by email at joe@sfence.com.

Sincerely,

Joe Sepbers CAGSD

Estimator
joe@sfence.com
513-617-2658.

If Approved Please Sign Below and Email back

X_____



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Firehouse Repairs and Upgrades

Legislation Title:

\$100,000 - Firehouse Repairs and Upgrades (multiple vendors; Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for their Repairs and Upgrades to all three firehouses; 31(Nilles), 32 (Dixie Hwy.), and 33 (Winton Rd.). These upgrades include a new HVAC system and ductwork repairs to firehouse 33 (\$17,000), a new roof on the addition of firehouse 33 (\$14,000), new ductwork for the dorm room HVAC system due to insulation liner deterioration at firehouse 31 (\$16,000), plumbing repairs at all three firehouses (\$7,000), and stripping wallpaper, skim and paint at firehouse 31 (\$15,000).

Financial Impact:

\$100,000 for Firehouse Repairs and Upgrades and contingencies for all City buildings.

These projects are listed in the 2025 CIP as :

5FC81 Firehouse Repairs and Upgrades \$90,000 and
\$10,000 from 5FC71 Justice Center Repairs and Upgrades

Emergency Provision:

Yes, to facilitate these projects.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Alliance Painting quote
2. Bartels Heating and Cooling Inc_
3. C and J roofing 33
4. Cinsinnati Air Conditioning

5. KOLLSTEDT_PLUMBING

Date: 07/17/2025

Project: Fairfield City Fire Department
375 Nilles Rd, Fairfield, OH 45014

Proposal For: Brian Rose

This proposal is for the interior wallpaper removal, skim coating and painting of specific walls in the building. All work shall be completed to manufactures specifications. The colors and materials will be completed per fine finish schedule.

Interior Scope:

Areas where work will be done include the rear hallways, locker room and shower, 2 public bathrooms inside the hallways and 3 offices. Upon arrival all carpet/flooring will be covered and protected and will remain down until all work is finalized. All vinyl baseboard on wallpapered walls will be removed and reinstalled after the walls have been painted. All items hanging off of the walls will be documented and removed then hung back up after completion. Main doors leading into the work areas will be covered with plastic to prevent dust from flowing into other areas of the building. All wallpaper will be removed. Upon removal we will determine if the walls need to be skim coated first or seal. Walls will all be sanded after a skim coat is completed. Followed by drywall primer and 2 coats of an eggshell finish paint. All areas in the scope will be vacuumed frequently and cleaned at end of the project.

Interior Finishes:

(1-2) Coats of skim coat with drywall mud

(1) Coat of Gardz or BIN Primer Sealer over areas where wall paper was removed.

(1) Coat of SW Promar 200 primer.

(2) Coats of SW Promar 200 eggshell on all walls.

All new interior construction shall be painted with one coat of primer. Tint paint towards the final coat color if needed. Strictly follow the paint's manufacturer's specifications including instructions and recommendations for color selection, surface preparation and application. Color selections shall be selected by Owner/Brian Rose.

Total Interior..... \$10,035.16



Proposed by: Matt Hood
 929 Main St.
 Hamilton, Ohio 45013
 Tel : 859-444-2434
 matthood@bartelsheatingandcooling.com
 www.bartelsheatingandcooling.com
License: 28430

City of Fairfield Brian Rose
 6118 Winton Rd.
 Fairfield, OH 45014
 Tel : 513-404-2405
 brose@fairfieldoh.gov,
 adamcara1@gmail.com



STANDARD CARRIER 3- PHASE

Total Investment

\$16,740



STANDARD DAIKIN 3- PHASE

Total Investment

\$16,371

MODELS

Carrier CVAVA6024XMA

-Evaporator Coil
 -10 year parts warranty with timely registration

Carrier 59SC6A100M21--20

-Comfort Series
 -Single-Stage
 - Gas Furnace
 -10 year parts limited to original purchaser upon timely registration
 -Otherwise 5 years (Applies to residential installation only)
 -Lifetime Ht Exch with Prop Reg

Honeywell YTHM1004R3000/U
 T10+ Pro Smart Thermostat Kit with EIM, Wireless Indoor Sensor, Discharge Sensor and Return Sensor

Net Investment

\$16,740

26SCA460A005 3-Phase AC

This Unit is a 410A Unit we are limited on stock, currently only 6 Available.

MODELS

Daikin CAPTA6030C3

-Evaporator Coil
 -12 year limited parts warranty

Daikin DR96SN1005CN

-DR96SN Series
 -Single-Stage
 -Gas Furnace
 -12 year parts limited warranty
 -6 year unit replacement limited warranty
 -Lifetime heat exchanger limited warranty
 -Registration required

Honeywell YTHM1004R3000/U
 T10+ Pro Smart Thermostat Kit with EIM, Wireless Indoor Sensor, Discharge Sensor and Return Sensor

Net Investment

\$16,371

DC3SEA6030 3-Phase AC this unit is the new R32

INCLUDED SERVICES:

- Warranty
- Check System Operation
- Additional Gas Piping
- Use Existing Copper Line Set Clean With Rx11 Flush To Remove Contaminates.
- Properly Remove And Dispose Of Existing Equipment
- Explain System Operation
- Reconnect To Existing Duct Work
- Install New PVC Vent Piping 3"
- Install New PVC Drain To Existing Floor Drain
- Clean Area After Install Is Complete
- 24 HR/7 Days A Week Emergency Service
- Clean Up and add some new insulation on ductwork
- Wireless Thermostat
- Permit Fees
- Register Equipment Warranty With MFG
- Reconnect To Existing Electrical Panel
- Remove Refrigerant From Existing Equipment According to EPA Regulations
- Install New Filter rack with 20x25x1" filter
- Install New Condenser Pad
- Fully Licensed And Insured
- System Installed By Nate Certified Technicians

1

Choose Your Payment Option

☐ Credit Card☐ Check☐ Cash

2

Choose Your Equipment Option

☐ Standard Carrier 3-phase☐ Standard Daikin 3-phase

3

Terms and Conditions

1. [To View The HVAC Opcost website - CLICK THIS LINK!](#)

2. To read about Bartels Heating and Cooling - [CLICK THIS LINK!](#)

3. For information on the 2023 25c Tax Credits - [CLICK THIS LINK!](#)

BARTELS HEATING AND COOLING LIC# 28430

TERMS & CONDITIONS OF AGREEMENT

1. Purchaser hereby accepts the equipment and service described above and agrees to pay Bartels Heating and Cooling the price shown above.
2. All equipment and material are guaranteed by Bartels Heating and Cooling to be as specified. All work will be completed in a workmanlike manner according to normally accepted practices.
3. Materials and work in addition to that described herein will be furnished only on Purchaser's authorization and will be paid by Purchaser as an extra charge.
4. Upon failure to pay any sums due hereunder, Purchaser agrees to pay Bartels Heating and Cooling interest at the rate of one and one half percent (1½%) per month (annual rate of 18%) on all outstanding balances.
5. Bartels Heating and Cooling shall not be liable for any default caused by events beyond its control, including but not limited to, fire, flood, strikes, accidents, or delays affecting this work or other operations in which it is involved, directly or indirectly.
6. Purchaser shall permit Bartels Heating and Cooling reasonable access to the property on which equipment is to be installed. Title to all provided equipment remains with Bartels Heating and Cooling until all amounts due thereon are paid in full, whether such equipment is affixed to the realty or not, and shall remain personal property and be deemed sever-able without injury to the freehold. On any payment default by Purchaser, or if in Bartels Heating and Cooling's judgment, reasonably exercised, its equity appears to be imperiled, then, Bartels Heating and Cooling may without further notice enter the premises and remove or resell the equipment, and Purchaser shall be liable for any deficiency or loss sustained by Bartels Heating and Cooling in connection therewith.
7. Once equipment is connected at Purchaser's property, Purchaser assumes all risk of loss or damage to such equipment and shall insure same fully to protect all interests of Bartels Heating and Cooling, cost of insurance to be paid by Purchaser. Bartels Heating and Cooling carries liability insurance and Worker's Compensation Insurance.
8. Bartels Heating and Cooling provides a one-year limited labor warranty. Equipment or system failure due to lack of proper maintenance service or abuse is expressly excluded. Normal maintenance check-ups and filter replacements are the responsibility of Purchaser. All other warranties, expressed or implied, are the responsibility of the manufacturer of the equipment, parts, or materials used in connection with the services.

9. There are no warranties, expressed or implied, for existing equipment, ductwork, or other materials not installed by Bartels Heating and Cooling
10. All warranty work will be performed during Bartels Heating and Cooling's normal working hours, 8:00AM to 5:00PM, Monday through Friday.
11. Purchaser is responsible for all costs and reasonable attorney fees incurred by Bartels Heating and Cooling in connection with any action or proceeding (including arbitration and appeals) arising out of this agreement, including collection of any outstanding amounts due, whether or not suit is filed.
12. Except as provided herein Bartels Heating and Cooling makes no other representations or warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose Bartels Heating and Cooling expressly disclaims all other warranties. Bartels Heating and Cooling's maximum liability hereunder shall consist of refunding all moneys paid to it by Purchaser hereunder subject to removal and return to Bartels Heating and Cooling of all equipment provided hereunder. Under no circumstances will Bartels Heating and Cooling be liable to Purchaser or any other person for any damages, including, without limitation, any indirect, incidental, special, or consequential damages, expenses, cost, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to this agreement, or the services or equipment provided hereunder.
13. This agreement shall be governed and construed solely according to the internal laws of the State of Ohio, without reference to any conflicts of laws.
14. This agreement is the complete and exclusive statement of the agreement between Purchaser and Bartels Heating and Cooling and it supersedes all prior oral and written proposals and any prior or subsequent communications pertaining to the subject matter hereof.

WARRANTIES & RIGHTS TO CANCEL

AUTHORIZATION This agreement authorizes the contractor to perform the work described in the estimate and/or proposal provided to the customer.

RIGHT TO CANCEL Customer agrees and acknowledges that under state and federal law, customer has a right to cancel this Agreement upon written notice to Company within three (3) business days after signing. Rescission may be made by giving verbal or written notice via email or text to the sales representative or manager primarily responsible for overseeing the performance of the work.

DISCLOSURE:

"EXCESS COSTS. IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORSEEN, BUT NECESSARY, AND THE TOTAL OF ALL THE EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL THE CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE

_____written estimate _____oral estimate"

WARRANTIES The contractor warrants to the homeowner that materials and equipment furnished under the contract are of good quality and free from known defects. In addition to all manufacturer warranties, the contractor warrants that all work performed will conform to trade best practices and customs and provides an additional one-year (1) workmanship warranty to correct any defect in work performed. This warranty excludes damage or defects caused by abuse, neglect, alterations to work not performed by the contractor, improper operation, and normal wear and tear. If the homeowner fails to notify contractor of defects within the one-year period or does not provide the contractor adequate opportunity to correct such defects, the homeowner waives the right to require corrections and waives any claims for breach of warranty.

25C Tax Credit

The 25C tax credit may apply to certain HVAC system upgrades and energy-efficient improvements. However, eligibility requirements, credit amounts, and specific conditions may vary based on your individual circumstances and current tax laws. We recommend consulting with a qualified tax professional to determine your eligibility and ensure you receive the full benefits of any available tax credits. Bartels Heating and Cooling does not provide tax advice and is not responsible for any tax implications related to your purchase or installation of HVAC systems or related upgrades.

Equipment Availability and Model Substitution



C&J Roofing LLC
1024 Brough Ave
Hamilton, OH 45015
513-867-1900
Email: cjroofingllc22@gmail.com

6-16-2025

Customer:

City of Fairfield C/O Brian Rose
5350 Pleasant Avenue
Fairfield Ohio 45014
PHONE: 513-404-2405

Jobsite: 6118 Winton Road
Fairfield Ohio 45014

RE: TEAR OFF / NEW ROOF / WITH FLASHINGS LISTED

Mr. Rose,

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the roofing and sheet metal portion of the above listed job. Our quote includes the installation of the following roofing system:

ENTIRE BACK SECTION OF FIREHOUSE FROM BREEZEWAY BACK

- *Tear off, dispose of existing roofing, and replace with the following.
- *Install new Certain Teed Landmark Good Series Dimensional Shingles. HEATHERBLEND
- *Install new Certain Teed Roof runner Synthetic felt paper.
- *Install Ice & Water Shield on all eaves.
- *Install pre-finished aluminum t-style drip edge on gables and eaves. MUSKET BROWN
- *Install three new-3" neoprene / aluminum pipe boot covers on plumbing vents.
- *Reflash one existing heat stack cover and seal rain cap
- *Add 32' of ridge vent with new shingle over ridge vent and new ridge cap shingles.
- *Install new 29-gauge pre-finished W-valleys.
- *Install new pre-finished step flashing in walls.

****NOTE: OTHER SHINGLE MANUFACTURERS AVAILABLE UPON REQUEST**

****NOTE: ANY SHHEETING THAT MAY NEED REPLACED WILL BE DONE AT A RATE OF \$4.00 PER foot for 1"BYE MATERIAL" \$40.00 PER 4'X 8' SHEET USED PLUS CURRENT MARKET PRICE OF THE MATERIAL BEING USED.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of

\$13,097.00 Dollars

Terms: A material check is to be issued to C&J Roofing upon delivery of material with the balance due upon completion of the job plus any options or wood replacement. If paying by credit card, a 3.5% processing fee will be added
A 2.5% late charge will be added to the overdue balance on the 30th day after each billing.
All labor, materials, clean-up, permits, taxes and insurance expenses are included in the above price.
Proposal may be withdrawn if not accepted within 30 days.
5 year workmanship warranty covering all labor and materials involved in the above project.
Remaining warranty on roof is picked up by manufactures warranty.

Sincerely,
C&J ROOFING LLC

Customer Signature: _____

Date: _____



2080 Northwest Dr.
Cincinnati, OH 45231
PH: 513.721.5622
FAX: 513.345.2544

David K. Watson, P.E.
Project Manager
PH: 513-721-5622 Ext. 145
www.cincinnatiair.com

Air Conditioning • Process Piping • Commercial Refrigeration • Heating

Project: **Re-Duct Furnace F-4**

Date: 7/03/2025

Prepared for: **Fairfield Fire Station 31**

Attn: **Brian Rose**

The Cincinnati Air Conditioning Co. is pleased to submit our proposal on the above-referenced project.

Scope of Work Includes:

- Make site visit(s) to measure for the required new materials.
- Shut down HVAC system F-4.
- Leave the existing air devices in-place but disconnect the flexible ducts on these air devices from the existing supply air ducts and return air ducts.
- Demo the existing internally lined supply air ductwork and return air ductwork.
- Install new single-wall supply air ductwork and return air ductwork.
- Install new external insulation wrap on the new ductwork.
- Re-connect the existing flexible ducts on the existing air devices to the new supply air ducts and return air ducts.
- Check/Confirm the operation of HVAC system F-4.
- Perform an air balance of the air devices on HVAC system F-4.
- One-year materials and labor warranty for the new materials provided and installed by The Cincinnati Air Conditioning Co.

Exclusions and Clarifications:

- **Excludes Sales Tax.**
- **Excludes HVAC permit drawings and/or HVAC permit fee.**
- Excludes Prevailing Wage labor rates.
- Excludes Overtime or Shift labor rates.
- Excludes Bid, Performance or Payment Bonds.

Price for Scope for Work described above \$ 15,940.00

(Fifteen thousand nine hundred forty dollars)

Please note that it is anticipated that the HVAC system will be inoperable for a duration of approximately ten (10) working days when this project is taking place.

David K. Watson, P.E.
Project Manager

KOLLSTEDT PLUMBING
5692 Lake Michigan Dr
Fairfield, OH 45014 USA
+15135057385
kolplumber50@gmail.com

Estimate

ADDRESS
City of Fairfield Fire Dept. 375 Nilles Road Ohio Fairfield, OH 45014

SHIP TO
City of Fairfield Fire Dept. 375 Nilles Road Ohio Fairfield, OH 45014

ESTIMATE #	DATE	
112322	09/14/2025	

SHIP DATE
07/14/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bid	Install 2 new drinking fountains & bottle fillers	1	6,100.00	6,100.00

TOTAL \$6,100.00

Accepted By

Accepted Date



**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Staff Vehicle (Police)

Legislation Title:

\$55,000 - purchase & outfitting of a Staff Vehicle for the Police Department (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund for this purchase.

Discussion:

This request is for the purchase of a 2025 Honda CRV Hybrid vehicle with outfitting to be used by the Police Department as a staff vehicle. The hybrid vehicle was chosen to comply with our sustainability initiatives. This vehicle will replace vehicle #701, a 2012 Chevrolet Malibu, due to age and condition. The old unit will be auctioned. Three quotes were obtained for this purchase: one from Honda East for \$38,980, one from Joe Morgan Honda for \$38,525, and one from Performance Honda for \$38,366. Performance Honda was chosen due to price and proximity. A vehicle of equal value could also be chosen from multiple vendors if this vehicle is unavailable at the time of purchase.

Financial Impact:

\$55,000 from the Capital Fund (\$38,366 for the vehicle+ \$16,634 for contingencies, outfitting, truck vault, and City fleet needs).

This vehicle is listed in the 2025 CIP as 5FT74 Replacement of Staff Vehicle (Police) \$55,000

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Honda East
2. Joe Morgan Honda
3. Performance Honda
4. Parr



**Honda East
Cincinnati**

New 2026 Honda CR-V Hybrid Sport

VIN: 7FARS6H56TE001040
Stock: TE001040

Exterior: Urban Gray Pearl
Interior: Black
Engine: 2.0L I4 DOHC 16V

Drivetrain: AWD
Transmission: CVT
Fuel Efficiency: 40 CITY / 34 HWY



Honda East Cincinnati

**529 Ohio Pike
Cincinnati, OH 45255
(855) 282-8797**

hondasales@hondaeastcincy.com

Vehicle Details:

- Tires: 235/60R18 103H All-Season
- Express Open/Close Sliding And Tilting Glass 1st Row Moonroof w/Sunshade
- Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
- Body-Colored Door Handles
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Fully Galvanized Steel Panels
- Liftgate Rear Cargo Access
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams
- 8-Way Driver Seat
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat
- Leather Steering Wheel
- Rear Cupholder
- Valet Function
- Adaptive Cruise Control (ACC) with Low-Speed Follow
- HVAC -inc: Underseat Ducts and Console Ducts
- Driver Foot Rest
- Full Cloth Headliner
- Day-Night Rearview Mirror
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Cargo Features -inc: Tire Mobility Kit
- Driver / Passenger And Rear Door Bins
- Driver Information Center
- Digital/Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- 2 12V DC Power Outlets
- Tire Mobility Kit
- Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Black Grille
- Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- LED Brakelights
- Heated Front Bucket Seats -inc: driver's seat w/10-way power adjustment, 2-way power lumbar support and passenger's seat w/manual height adjustment
- 6-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Mobile Hotspot Internet Access
- Front Cupholder
- Compass
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- Locking Glove Box
- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert and Piano Black/Metal-Look Interior Accents
- Leather/Metal-Look Gear Shifter Material
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Carpet Floor Trim
- Cargo Area Concealed Storage
- Cargo Space Lights
- Delayed Accessory Power
- Outside Temp Gauge
- Seats w/Cloth Back Material
- Front Center Armrest and Rear Center Armrest
- 1 Seatback Storage Pocket
- Immobilizer
- Air Filtration

- Radio: 240-Watt AM/FM Audio System -inc: 9" color touchscreen, 6 speakers, wireless Apple CarPlay and Android Auto compatibility and Bluetooth streaming audio
- Integrated Roof Antenna
- Engine: 2.0L I-4 16-Valve DOHC Dual-VTC -inc: idle-stop
- Automatic Full-Time All-Wheel
- Hybrid Electric Motor
- Front And Rear Anti-Roll Bars
- 14 Gal. Fuel Tank
- Permanent Locking Hubs
- Multi-Link Rear Suspension w/Coil Springs
- Lithium Ion (li-Ion) Traction Battery
- Side Impact Beams
- Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)
- Collision Mitigation-Front
- Low Tire Pressure Warning
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Back-Up Camera
- Body Style: Sport Utility
- EPA Classification: Small SUV 4WD
- Passenger Volume: 103.5
- EPA Greenhouse Gas Score: 7.0 (Est)
- Dead Weight Hitch - Max Tongue Wt.: 100
- Wt Distributing Hitch - Max Tongue Wt.: 100
- Engine Order Code:
- Displacement: 2.0 L/122
- SAE Net Horsepower @ RPM: 204 @ 6100
- Trans Order Code:
- Trans Description Cont.: CVT w/OD
- First Gear Ratio (:1): 2.23 - 0.71
- Final Drive Axle Ratio (:1): 4.44
- Suspension Type - Front: Strut
- Suspension Type - Front (Cont.): Strut
- Front Tire Order Code:
- Spare Tire Order Code:
- Rear Tire Size: P235/60HR18
- Front Wheel Size: 18 X 7.5
- Spare Wheel Size:
- Rear Wheel Material: Aluminum
- Steering Type: Rack-Pinion
- Brake Type: 4-Wheel Disc
- Disc - Front (Yes or): Yes
- Front Brake Rotor Diam x Thickness: 12.3
- Drum - Rear (Yes or):
- Fuel Tank Capacity, Approx: 14
- Front Leg Room: 41.3
- Front Hip Room: 55.6
- Second Leg Room: 41
- Second Hip Room: 52.6
- Length, Overall: 184.8
- Height, Overall: 66.5
- Track Width, Rear: 63.9
- Cargo Volume to Seat 2: 39.3
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System
- Audio Theft Deterrent
- 2 LCD Monitors In The Front
- Transmission: Electronic Continuously Variable -inc: sport, normal, econ and snow dynamic drive modes
- 4.44 Axle Ratio
- Gas-Pressurized Shock Absorbers
- Electric Power-Assist Speed-Sensing Steering
- Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
- Strut Front Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
- Traffic Jam Assist
- Blind Spot Information (BSI) System Blind Spot
- Rear Cross Traffic Monitor (CTM)/Low Speed Braking Control
- Driver Monitoring-Alert
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Vehicle Name: Honda CR-V Hybrid
- Drivetrain: All Wheel Drive
- Passenger Capacity: 5
- Base Curb Weight: 3869
- Dead Weight Hitch - Max Trailer Wt.: 1000
- Wt Distributing Hitch - Max Trailer Wt.: 1000
- Maximum Trailering Capacity: 1000
- Engine Type: Gas/Electric I-4
- Fuel System: Gasoline Direct Injection
- SAE Net Torque @ RPM: 138 @ 4500
- Trans Type: 1
- Trans Description Cont. Again:
- Reverse Ratio (:1): 2.23
- Tons/yr of CO2 Emissions @ 15K mi/year: 4.8 (Est)
- Suspension Type - Rear: Multi-Link
- Suspension Type - Rear (Cont.): Multi-Link
- Rear Tire Order Code:
- Front Tire Size: P235/60HR18
- Spare Tire Size:
- Rear Wheel Size: 18 X 7.5
- Front Wheel Material: Aluminum
- Spare Wheel Material:
- Turning Diameter - Curb to Curb: 37
- Brake ABS System: 4-Wheel
- Disc - Rear (Yes or): Yes
- Rear Brake Rotor Diam x Thickness: 12.2
- Rear Drum Diam x Width:
- Front Head Room: 38.2
- Front Shoulder Room: 57.9
- Second Head Room: 38.2
- Second Shoulder Room: 55.9
- Wheelbase: 106.3
- Width, Max w/o mirrors: 73.5
- Track Width, Front: 63.3
- Cargo Volume to Seat 1: 76.5
- Model Group: CR-V Hybrid

- Vehicle Segment: Compact Sport Utility
- Engine Displacement Units: 2.0
- Engine Block Type: aluminum
- Engine Valve Count: 4
- Wheels: 18" Berlina Black
- Cloth Seat Trim
- 4-Wheel Disc Brakes
- Adaptive Cruise Control
- Auto High-beam Headlights
- Compass
- Front beverage holders
- Turn signal indicator mirrors
- Traction control
- Telescoping steering wheel
- Split folding rear seat
- Cruise control
- Remote keyless entry
- Rear window defroster
- Rear seat center armrest
- Rear anti-roll bar
- Power windows
- Power moonroof
- Power door mirrors
- Passenger door bin
- Overhead console
- Outside temperature display
- Low tire pressure warning
- Knee airbag
- Heated Front Seats
- Fully automatic headlights
- Front dual zone A/C
- Four wheel independent suspension
- Dual front impact airbags
- Driver door bin
- Bumpers: body-color
- Automatic temperature control
- ABS brakes
- Leather Shift Knob
- Front Bucket Seats
- Air Conditioning
- Driver Air Bag
- Front Side Air Bag
- Front Head Air Bag
- Climate Control
- A/C
- AM/FM Stereo
- Cruise Control
- Child Safety Locks
- 4 Cylinder Engine
- Daytime Running Lights
- Power Door Locks
- Power Mirror(s)
- Power Driver Seat
- Cloth Seats
- Power Steering
- Tires - Front All-Season
- Traction Control
- Power Windows
- A/T
- Vehicle Type: Sport Utility
- Engine Camshaft: DOHC
- Engine Cylinder Count: 4
- Country of Origin: United States Honda Multi-Purpose Passenger Vehicle
- Heated Front Bucket Seats
- Radio: 240-Watt AM/FM Audio System
- Blind Spot Information (BSI) System warning
- Apple CarPlay/Android Auto
- Rear Parking Camera
- Speed-Sensitive Wipers
- Variably intermittent wipers
- Trip computer
- Tilt steering wheel
- Steering wheel mounted audio controls
- Speed-sensing steering
- Security system
- Rear window wiper
- Rear side impact airbag
- Rear reading lights
- Radio data system
- Power steering
- Power driver seat
- Passenger vanity mirror
- Panic alarm
- Overhead airbag
- Occupant sensing airbag
- Leather steering wheel
- Illuminated entry
- Heated door mirrors
- Front reading lights
- Front anti-roll bar
- Dual front side impact airbags
- Driver vanity mirror
- Delay-off headlights
- Brake assist
- Alloy Wheels
- Rear Wing Spoiler
- Front Center Armrest
- Electronic Stability Control
- 6 Speakers
- Passenger Air Bag
- Rear Side Air Bag
- Rear Head Air Bag
- Multi-Zone A/C
- Security System
- ABS
- Rear Defrost
- All Wheel Drive
- Floor Mats
- Keyless Entry
- Heated Mirrors
- Moonroof
- Pass-Through Rear Seat
- Bucket Seats
- Adjustable Steering Wheel
- Tires - Rear All-Season
- Aluminum Wheels
- Intermittent Wipers
- CVT Transmission

- MP3 Capability
 - Heated Front Seat(s)
 - Variable Speed Intermittent Wipers
 - Immobilizer
 - Integrated Turn Signal Mirrors
 - Passenger Vanity Mirror
 - Passenger Illuminated Visor Mirror
 - Leather Steering Wheel
 - Tire Pressure Monitor
 - Bluetooth Connection
 - Back-Up Camera
 - Brake Assist
 - Auxiliary Audio Input
 - Passenger Air Bag Sensor
 - Lane Departure Warning
 - Cross-Traffic Alert
 - WiFi Hotspot
 - Front Collision Mitigation
 - LED Headlights
 - Driver Monitoring
 - Lithium Ion Traction Battery
- Gas/Electric Hybrid
 - Privacy Glass
 - Steering Wheel Audio Controls
 - Automatic Headlights
 - Driver Vanity Mirror
 - Driver Illuminated Vanity Mirror
 - Driver Adjustable Lumbar
 - Rear Spoiler
 - Trip Computer
 - Remote Engine Start
 - Stability Control
 - Keyless Start
 - Rear Bench Seat
 - Blind Spot Monitor
 - Knee Air Bag
 - Lane Keeping Assist
 - Smart Device Integration
 - Automatic Highbeams
 - Cruise Control Steering Assist
 - Rear Collision Mitigation

Other Offers You May Qualify For

Honda Graduate Offer \$500
Honda Military Appreciation Offer \$500
MSRP \$38,980

Disclaimer:

New vehicle pricing includes all offers and incentives. Tax, Title and Tags not included in vehicle prices shown and must be paid by the purchaser. While great effort is made to ensure the accuracy of the information on this site, errors do occur so please verify information with a customer service rep. This is easily done by calling us at 513-685-0980 or by visiting us at the dealership.

Based on EPA mileage ratings. Use for comparison purposes only. Your mileage will vary depending on driving conditions, how you drive and maintain your vehicle, battery-pack age/condition, and other factors. **Honda Prologue Range Rating:** 296 mile EPA Range Rating for Prologue EX (2WD) and Prologue Touring (2WD). 281 mile EPA Range Rating for Prologue EX (AWD) and Prologue Touring (AWD). 273 mile EPA Range Rating for Prologue Elite (AWD). Use for comparison purposes only. Actual range will vary based on several factors, including temperature, terrain, battery age & condition, loading, use and maintenance.

*Loyalty Offer Disclaimer: This offer goes towards down payment or cap cost reduction.



New 2026 Honda CR-V Hybrid Sport

VIN: 7FARS6H52TE011435
Stock: J4795

Exterior: Canyon River Blue Metallic
Interior: Black
Engine: 2.0L Hybrid I4 204hp

Drivetrain: All-wheel Drive
Transmission: CVT
Fuel Efficiency: 40 CITY / 34 HWY

Vehicle Details:



Joe Morgan Honda

176 Garver Rd
 Monroe, OH 45050
 (866) 902-5507
bradydoyle@joemorganhonda.net

- Tires: 235/60R18 103H All-Season
- Express Open/Close Sliding And Tilting Glass 1st Row Moonroof w/Sunshade
- Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
- Body-Colored Door Handles
- Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
- Fully Galvanized Steel Panels
- Liftgate Rear Cargo Access
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams
- 8-Way Driver Seat
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat
- Leather Steering Wheel
- Tire Mobility Kit
- Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim
- Black Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Black Grille
- Auto On/Off Reflector Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- LED Brakelights
- Heated Front Bucket Seats -inc: driver's seat w/10-way power adjustment, 2-way power lumbar support and passenger's seat w/manual height adjustment
- 6-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Mobile Hotspot Internet Access
- Front Cupholder

- Rear Cupholder
- Valet Function
- Adaptive Cruise Control (ACC) with Low-Speed Follow
- HVAC -inc: Underseat Ducts and Console Ducts
- Driver Foot Rest
- Full Cloth Headliner
- Day-Night Rearview Mirror
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Cargo Features -inc: Tire Mobility Kit
- Driver / Passenger And Rear Door Bins
- Driver Information Center
- Digital/Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- 2 12V DC Power Outlets
- Radio: 240-Watt AM/FM Audio System -inc: 9" color touchscreen, 6 speakers, wireless Apple CarPlay and Android Auto compatibility and Bluetooth streaming audio
- Integrated Roof Antenna
- Engine: 2.0L I-4 16-Valve DOHC Dual-VTC -inc: idle-stop
- Automatic Full-Time All-Wheel
- Hybrid Electric Motor
- Front And Rear Anti-Roll Bars
- 14 Gal. Fuel Tank
- Permanent Locking Hubs
- Multi-Link Rear Suspension w/Coil Springs
- Compass
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- Locking Glove Box
- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert and Piano Black/Metal-Look Interior Accents
- Leather/Metal-Look Gear Shifter Material
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Carpet Floor Trim
- Cargo Area Concealed Storage
- Cargo Space Lights
- Delayed Accessory Power
- Outside Temp Gauge
- Seats w/Cloth Back Material
- Front Center Armrest and Rear Center Armrest
- 1 Seatback Storage Pocket
- Immobilizer
- Air Filtration
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System
- Audio Theft Deterrent
- 2 LCD Monitors In The Front
- Transmission: Electronic Continuously Variable -inc: sport, normal, econ and snow dynamic drive modes
- 4.44 Axle Ratio
- Gas-Pressurized Shock Absorbers
- Electric Power-Assist Speed-Sensing Steering
- Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
- Strut Front Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

- Lithium Ion (li-Ion) Traction Battery
- Side Impact Beams
- Collision Mitigation Braking System (CMBS) + Forward Collision Warning (FCW)
- Collision Mitigation-Front
- Low Tire Pressure Warning
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- Back-Up Camera
- Body Style: Sport Utility
- EPA Classification: Small SUV 4WD
- Passenger Volume: 103.5
- EPA Greenhouse Gas Score: 7.0 (Est)
- Dead Weight Hitch - Max Tongue Wt.: 100
- Wt Distributing Hitch - Max Tongue Wt.: 100
- Engine Order Code:
- Displacement: 2.0 L/122
- SAE Net Horsepower @ RPM: 204 @ 6100
- Trans Order Code:
- Trans Description Cont.: CVT w/OD
- First Gear Ratio (:1): 2.23 - 0.71
- Final Drive Axle Ratio (:1): 4.44
- Suspension Type - Front: Strut
- Suspension Type - Front (Cont.): Strut
- Front Tire Order Code:
- Spare Tire Order Code:
- Rear Tire Size: P235/60HR18
- Front Wheel Size: 18 X 7.5
- Spare Wheel Size:
- Rear Wheel Material: Aluminum
- Steering Type: Rack-Pinion
- Brake Type: 4-Wheel Disc
- Disc - Front (Yes or): Yes
- Front Brake Rotor Diam x Thickness: 12.3
- Drum - Rear (Yes or):
- Traffic Jam Assist
- Blind Spot Information (BSI) System Blind Spot
- Rear Cross Traffic Monitor (CTM)/Low Speed Braking Control
- Driver Monitoring-Alert
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Vehicle Name: Honda CR-V Hybrid
- Drivetrain: All Wheel Drive
- Passenger Capacity: 5
- Base Curb Weight: 3869
- Dead Weight Hitch - Max Trailer Wt.: 1000
- Wt Distributing Hitch - Max Trailer Wt.: 1000
- Maximum Trailering Capacity: 1000
- Engine Type: Gas/Electric I-4
- Fuel System: Gasoline Direct Injection
- SAE Net Torque @ RPM: 138 @ 4500
- Trans Type: 1
- Trans Description Cont. Again:
- Reverse Ratio (:1): 2.23
- Tons/yr of CO2 Emissions @ 15K mi/year: 4.8 (Est)
- Suspension Type - Rear: Multi-Link
- Suspension Type - Rear (Cont.): Multi-Link
- Rear Tire Order Code:
- Front Tire Size: P235/60HR18
- Spare Tire Size:
- Rear Wheel Size: 18 X 7.5
- Front Wheel Material: Aluminum
- Spare Wheel Material:
- Turning Diameter - Curb to Curb: 37
- Brake ABS System: 4-Wheel
- Disc - Rear (Yes or): Yes
- Rear Brake Rotor Diam x Thickness: 12.2
- Rear Drum Diam x Width:

- Fuel Tank Capacity, Approx: 14
- Front Leg Room: 41.3
- Front Hip Room: 55.6
- Second Leg Room: 41
- Second Hip Room: 52.6
- Length, Overall: 184.8
- Height, Overall: 66.5
- Track Width, Rear: 63.9
- Cargo Volume to Seat 2: 39.3
- Vehicle Segment: Compact Sport Utility
- Engine Displacement Units: 2.0
- Engine Block Type: aluminum
- Engine Valve Count: 4
- 1.06 KWh EV Battery Capacity
- Wireless Android Auto Smartphone Integration
- USB-C Rear Power Outlet(s)
- USB Front Power Outlet(s)
- Front Pedestrian Automatic Emergency Braking
- Lane Centering Autonomous Lane Guidance
- Security Event/collision Alert Smart Device App Function
- HondaLink Smart Device App Compatibility
- Customizable Instrument Cluster
- Check Rear Seat Reminder
- Traffic Sign Recognition
- Front Wireless Charging Station
- Audible Warning Pre-collision Warning System
- Lock Operation Smart Device App Function
- Roadside Assistance Driver Assistance App
- Vehicle Location Smart Device App Function
- Hill Descent Off-road Driving Assist
- Contrast Stitching Upholstery Accents
- With Read Function Electronic Messaging Assistance
- Driver Attention Alert System
- Auto Start/stop
- Rear Cross Traffic Alert
- Front Head Room: 38.2
- Front Shoulder Room: 57.9
- Second Head Room: 38.2
- Second Shoulder Room: 55.9
- Wheelbase: 106.3
- Width, Max w/o mirrors: 73.5
- Track Width, Front: 63.3
- Cargo Volume to Seat 1: 76.5
- Model Group: CR-V Hybrid
- Vehicle Type: Sport Utility
- Engine Camshaft: DOHC
- Engine Cylinder Count: 4
- Country of Origin: United States Honda Multi-Purpose Passenger Vehicle
- Amazon Alexa Smart Device App Compatibility
- Wireless Apple CarPlay Smartphone Integration
- USB-C Front Power Outlet(s)
- Front Automatic Emergency Braking
- Pedestrian Detection Pre-collision Warning System
- Semi-automatic Adaptive Stop And Go Cruise Control
- Maintenance Scheduling Smart Device App Function
- Engine Start Smart Device App Function
- 7 In. Instrument Cluster Screen Size
- 9 In. Infotainment Screen Size
- Height Driver Seat Power Adjustments
- Lane Keeping Assist
- Visual Warning Pre-collision Warning System
- Horn/light Operation Smart Device App Function
- Maintenance Status Smart Device App Function
- Google Search Connected In-car Apps
- Google POIs Connected In-car Apps
- iHeartRadio Internet Radio App
- Hotspot Wi-Fi
- LED Daytime Running Lights
- HondaLink Infotainment
- Active Grille Shutters
- Touch Screen Display Radio

- Bluetooth Auxiliary Audio Input
- Voice Operated Radio
- Rear Multi-view Camera System
- Low Battery Warnings And Reminders
- Trunk Release Multi-function Remote
- Front Emergency Locking Retractors
- Chrome Accents Rear Bumper Color
- Black Front Bumper Color
- Tire Sealant Spare Tire Kit
- Auto On/off Headlights
- 3-point Front Seatbelts
- Capless Fuel Filler System
- Voice Control Steering Wheel Mounted Controls
- Lane Deviation Sensors
- Door Pockets Storage
- LED Headlights
- Ambient Lighting
- Multi-function Steering Wheel Mounted Controls
- Cruise Control Steering Wheel Mounted Controls
- USB Auxiliary Audio Input
- Front Console With Armrest And Storage Center Console
- Diameter 27 Mm Front Stabilizer Bar
- Auto-locking Power Door Locks
- Reclining Driver Seat Power Adjustments
- Black Grille Color
- Carpet Floor Material
- Reclining Passenger Seat Manual Adjustments
- Lumbar Driver Seat Power Adjustments
- Manual Folding Side Mirror Adjustments
- Gas Rear Shock Type
- 12V Front Power Outlet(s)
- Rear Reading Lights
- Power Side Mirror Adjustments
- Push-button Start
- Body-color Rear Spoiler Color
- Flat Rear Seat Folding
- Drive Mode Selector
- In Dash Rearview Monitor
- Tilt/slide Moonroof / Moonroof
- Pedestrian Safety Sound Generation
- Front Crumple Zones
- Lithium Ion Electric Motor Battery Type
- IPod/iPhone Auxiliary Audio Input
- Inflator Kit Spare Tire Kit
- Trip Odometer
- Accessory Hook Storage
- 3-point Rear Seatbelts
- Auto Delay Off Headlights
- Rear Cupholders
- Proximity Entry System Multi-function Remote
- Sunglasses Holder Storage
- Approach Lamps Exterior Entry Lights
- Front Seatback Storage
- Phone Steering Wheel Mounted Controls
- Conversation Mirror
- Black Roof Rails
- Maintenance-free Battery
- Black Fender Lip Moldings
- Diameter 13 Mm Rear Stabilizer Bar
- Remote Engine Start
- With Washer Rear Wiper
- Air Filtration
- Rear Assist Handle
- Heated Side Mirrors
- Front Floor Mats
- Gas Front Shock Type
- Adjustable Front Headrests
- Chrome Exhaust Tip Color
- Front Seatbelt Warning Sensor
- Dual Illuminating Vanity Mirrors
- Cornering Brake Control
- Roofline Rear Spoiler
- Cargo Tie-down Anchors And Hooks Storage

- Power Glass Moonroof / Moonroof
- Rear Floor Mats
- Humidity/dewpoint Sensors
- External Temperature Display
- LED Taillights
- Power Brakes
- Rear Emergency Locking Retractors
- Digital Odometer
- Integrated Turn Signals Side Mirrors
- Auto-on In Reverse Rear Wiper
- Manual Day/night Rearview Mirror
- Dual Tip Exhaust
- Sliding Sunshade Moonroof / Moonroof
- Audio Steering Wheel Mounted Controls
- Metallic-tone Interior Accents
- Safety Reverse Power Windows
- One-touch Open/close Moonroof / Moonroof
- 4-wheel ABS
- Panic Alarm Multi-function Remote
- Vehicle Immobilizer Anti-theft System
- Child Safety Door Locks
- Reclining Rear Seat Manual Adjustments
- Variable Intermittent Front Wipers
- Alarm Anti-theft System
- Traction Control
- Front Side Curtain Airbags
- Dual Front Airbags
- Black Window Trim
- Black Rocker Panel Color
- Clock
- AM/FM Radio
- Cloth Upholstery
- 6 Total Speakers
- Ventilated Disc Front Brake Type
- Front Reading Lights
- Second Row Rear Vents
- Split Rear Seat Folding

Print Vehicle

- Multi-function Display
- Battery Saver
- Auto Off Electronic Parking Brake
- Speed Sensitive Volume Control
- Rear Center With Cupholders Armrests
- Anti-trapping Moonroof / Moonroof
- Low Oil Level Warnings And Reminders
- Rear Folding Armrests
- Body-color Door Handle Color
- Hill Holder Control
- Rear Privacy Glass
- Low Fuel Level Warnings And Reminders
- Adjustable Rear Headrests
- Front Overhead Console
- Lockout Button Power Windows
- Radio Data System
- Black Mirror Color
- Maintenance Due Warnings And Reminders
- Electronic Brakeforce Distribution
- LATCH System Child Seat Anchors
- Anti-lockout Power Door Locks
- Tire Pressure Monitoring System
- Cargo Area Light
- Rear Window Defogger
- Stability Control
- Braking Assist
- Regenerative Braking System
- Black Rear Bumper Color
- Front Assist Handle
- 60-40 Split Bench Rear Seat Type
- Leather Steering Wheel Trim
- Lower Control Arms Front Suspension Type
- Variable/speed-proportional Power Steering
- Bucket Front Seat Type
- Liftgate Rear Trunk/liftgate
- 2 Front Headrests
- Fixed Liftgate Window

- Voice Operated Hands-free Phone Call Integration
- Front Seatbelt Force Limiters
- 4 Passenger Seat Manual Adjustments
- 2 One-touch Windows
- Front Seatbelt Pretensioners
- Leather Shift Knob Trim
- Coil Rear Spring Type
- Heated Driver Seat
- Mast Antenna Type
- Rear Side Curtain Airbags
- Adaptive Cruise Control
- Intermittent Rear Wiper
- Tilt And Telescopic Steering Wheel
- Sensor/alert Blind Spot Safety
- Independent Rear Suspension Classification
- Front Cupholders
- Independent Front Suspension Classification
- On Demand 4WD Type
- Driver Air Bag
- Front Side Air Bag
- Front Head Air Bag
- Climate Control
- A/C
- AM/FM Stereo
- 4-Wheel Disc Brakes
- Rear Defrost
- All Wheel Drive
- Floor Mats
- Keyless Entry
- Heated Mirrors
- Moonroof
- Pass-Through Rear Seat
- Bucket Seats
- Adjustable Steering Wheel
- Tires - Rear All-Season
- Power Windows
- A/T
- 240 Watts
- Bluetooth Wireless Data Link
- Coil Front Spring Type
- 3 Rear Headrests
- 12V Cargo Area Power Outlet(s)
- 10 Driver Seat Power Adjustments
- Dual Front Air Conditioning Zones
- Dual Front Knee Airbags
- Rear Side Airbags
- Heated Passenger Seat
- Automatic Climate Control Front Air Conditioning
- Multi-link Rear Suspension Type
- Front Side Airbags
- MacPherson Front Struts
- Carpet Floor Mat Material
- Auto High Beam Dimmer Headlights
- Disc Rear Brake Type
- Occupant Sensing Passenger Airbag Deactivation
- Passenger Air Bag
- Rear Side Air Bag
- Rear Head Air Bag
- Multi-Zone A/C
- Security System
- ABS
- Cruise Control
- Child Safety Locks
- 4 Cylinder Engine
- Daytime Running Lights
- Power Door Locks
- Power Mirror(s)
- Power Driver Seat
- Cloth Seats
- Power Steering
- Tires - Front All-Season
- Aluminum Wheels
- Intermittent Wipers
- CVT Transmission

- MP3 Capability
- Heated Front Seat(s)
- Variable Speed Intermittent Wipers
- Immobilizer
- Integrated Turn Signal Mirrors
- Passenger Vanity Mirror
- Passenger Illuminated Visor Mirror
- Leather Steering Wheel
- Tire Pressure Monitor
- Bluetooth Connection
- Brake Assist
- Auxiliary Audio Input
- Passenger Air Bag Sensor
- Lane Departure Warning
- Cross-Traffic Alert
- Smart Device Integration
- Automatic Highbeams
- Driver Monitoring
- Lithium Ion Traction Battery
- Gas/Electric Hybrid
- Privacy Glass
- Steering Wheel Audio Controls
- Automatic Headlights
- Driver Vanity Mirror
- Driver Illuminated Vanity Mirror
- Driver Adjustable Lumbar
- Rear Spoiler
- Trip Computer
- Back-Up Camera
- Keyless Start
- Rear Bench Seat
- Blind Spot Monitor
- Knee Air Bag
- WiFi Hotspot
- Front Collision Mitigation
- Cruise Control Steering Assist
- Rear Collision Mitigation

Other Offers You May Qualify For

Honda Graduate Offer \$500
Honda Military Appreciation Offer \$500
MSRP \$38,525

Disclaimer:

New vehicle pricing includes all offers and incentives. Tax, Title and Tags not included in vehicle prices shown and must be paid by the purchaser. While great effort is made to ensure the accuracy of the information on this site, errors do occur so please verify information with a customer service rep. This is easily done by calling us at 513-360-2700 or by visiting us at the dealership.

MPG Disclaimer: *Based on EPA mileage ratings. Use for comparison purposes only. Your mileage will vary depending on driving conditions, how you drive and maintain your vehicle, battery-pack age/condition, and other factors.*

****With approved credit. Terms may vary. Monthly payments are only estimates derived from the vehicle price with a 72 month term, 7.9% interest and 20% down payment.**



Date: 7/11/2025
Salesperson: Shelby Stigall
Manager: Eric Meyer

Customer

Name: Brian R Rose Phone: (513) 404-2405
Address: 440 Marsh Dr Fairfield OH 45014 Work: (513) 867-4209
Email: brose@fairfieldoh.gov Cell: (513) 939-3410

Vehicle	Trade In
Stock: TE009811 New/Used: New	Payoff: \$0.00
VIN: 7FARS6H55TE009811	VIN:
Vehicle: 2026 HONDA CR-V	Vehicle:
Type: 5D WAGON HYBRID SPORT AWD (RS6H5TJXW)	Type:
Mileage: 5 Color: Black	Mileage: Color:

Cash Option
\$38,366.00

Market Value: \$38,525.00
Discount: \$830.00
Selling Price: \$37,695.00
Splash Guard: \$249.00
Total Purchase: \$37,944.00
Trade Allowance: (\$0.00)
Trade Difference: \$37,944.00

Doc Fee: \$387.00
DMV Tag & Title: \$35.00
Total Price: \$38,366.00
Trade Payoff: \$0.00
Deposit: (\$0.00)
Balance: \$38,366.00

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.



Quote

Page 1 of 2

Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Date	7/15/2025
Estimate #	EST46353

Bill To
Fairfield Police Department 5230 Pleasant Ave Fairfield OH 45014 United States

Ship To
Fairfield Police Dept 5230 Pleasant Ave Fairfield OH 45014 United States

Expires		Sales Rep		PO #		Terms		Build ID	
8/14/2025		59 Heller, Kevin				Net 30			
Year		Make		Model		Memo			
2026		Honda		CRV		undercover vehicle			
Shipping Method				Quote Approval Signature					
UPS Ground									

Item #	Vendor	Qty	U	Description	Note
Note		1	EA	undercover	
EMPS1SLS3B	Soundoff Si...	4	EA	mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue	2- grille 2 - visor
PMP1BKDG AJ	Soundoff Si...	2	EA	Deck/Grille Adjustable Bracket Kit for mpower® 3" Fascia Light w/ Stud Mount - Black	
PMP1WSS2B	Soundoff Si...	2	EA	Window Shroud Kit (narrow) not for use with Grille Stud Mount - Black	
EMPS2STS2B	Soundoff Si...	2	EA	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	Rear hatch - window
PMP2WSSSB	Soundoff Si...	2	EA	Window Shroud Kit for 4" Light w/ Stud Mount - Black	
ETSA461HPP	Soundoff Si...	1	EA	nERGY 400 Series Handheld Remote Siren, 10-16v - 100 watt single-tone	
ETSS100J	Soundoff Si...	1	EA	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	

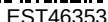


Parr Public Safety Equipment

Date	7/15/2025
------	-----------

Estimate # EST46353

NOTICE: Quote is only valid for 30 days from the issued date. Once order has been approved by customer and items are ordered, any changes or deletions will be subject to a 20% restocking charge. Prices and availability are subject to change without notice. Although we strive for accuracy, mistakes do happen. In the event of an incorrect price, you will be notified and given the option to accept the corrected price or cancel the order.





**City Council Communication
Regular Meeting - August 11, 2025**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Park Ranger Vehicle (Police)

Legislation Title:

\$65,000 - Purchase of Park Ranger Vehicle for Police (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding as detailed in the Financial Impact section from the Capital Improvement Fund.

Discussion:

This request is for the purchase and outfitting of a 2025 Ford Interceptor Explorer PPV vehicle to be used by the Police Department as a Park Ranger Vehicle. This vehicle is an addition to the Fleet as requested by the Police Department. This vehicles is being purchased through Montrose Ford, Fairlawn, Ohio, listed under State of Ohio contract RSI023078 and Index GDC050 authorizing the use by Municipal Corporations.

Financial Impact:

\$65,000 (\$48,313 for the vehicle + \$11,871 for outfitting + \$4,816 for contingencies, and City fleet needs)

This vehicle is listed in the 2025 CIP as 5FT73 Park Ranger Vehicle (Police), \$65,000.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Montrose Ford
2. Parr

Contract # RS1023078

(PAGE 1 of 2)

2025 INTERCEPTOR (3.3L V-6)

Item # 1-1

Order No: U191

FARFIELD COUNTY

FIN# QF486

K8A 4DR AWD POLICE
.119" WHEELBASEPLEASE SELECT
YOUR CAR COLOR
ON PAGE 29 CLTH F/VNLY R
W EBONY

500A EQUIP GRP

.AM/FM STEREO W/SYNC

44U .10-SP AUTO

425 50 STATE EMISS

55F KEYLESS - 4 FOB (now STD equip)

PLUS ALL ITEMS IN GREEN ON PAGE 2

The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

STATE CONTRACT VEHICLE Subtotal \$ 44,000.00

FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)

CHOOSING ANY ITEMS BELOW WILL INCREASE THE ABOVE SUBTOTAL

				TYPE YES OR NO
	TITLE FEE	DEALER	\$ 15.00	INCLUDED
#1-2	TEMP TAGS	DEALER	\$ 20.00	
#1-3	ADDITIONAL SET OF KEYS (comes with 4 already)	DEALER	\$ 100.00	
#1-4	WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
#1-5	3.3L V6 HYBRID	99W/44B	\$ 2,000.00	
#1-6	3.0L EcoBoost	99C/44U	\$ 3,000.00	YES
#1-7	INSIDE REAR DOOR LOCKS INOP	68G	\$ 80.00	
#1-8	INSIDE REAR DOOR HANDLES INOP	INC IN 68G	\$	
#1-9	HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
#1-10	HEATED MIRRORS	STANDARD	\$ -	INCLUDED
#1-11	CARPET	16C	\$ 150.00	
#1-12	RED/WHT DOME IN CARGO	STANDARD	\$ -	INCLUDED
#1-13	PER. ANTI-THEFT WITH REMOTE START	DEALER	\$ 600.00	
#1-14	KEYLESS ENTRY (4 FOBs) W/O KEYPAD (DEDUCT)	STANDARD	\$ -	INCLUDED
#1-15	REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 44.00	
#1-16	GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	STANDARD	\$ -	INCLUDED
#1-17	HITCH	STANDARD	\$ -	INCLUDED
#1-18	SYNC	STANDARD	\$ -	INCLUDED
#1-19	REAR LIGHT - BLUE/BLUE (RED/BLUE IS STD)	66C & VSO	\$ 560.00	
#1-20	BACKUP CAMERA	STANDARD	\$ -	INCLUDED
#1-21	STREET APPEARANCE (FIRE, DB OR UNMARKED)	65U, 64E, FW (RMV 51R)	\$ 367.00	
NOTE Street Appearance package includes Carpet Floor, full non-police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel (64E) and no spotlight.				
	ROAD READY UPFIT (LESS RADIO, RADAR & SCAN)	DEALER	\$ 16,000.00	
	5YR 100K \$0 DED PREMIUM CARE EXT WARRANTY	DEALER	\$ 2,700.00	
	5YR 150K \$0 DED PREMIUM CARE EXT WARRANTY	DEALER	\$ 4,300.00	
NOTE Extended Warranties are through Ford and are also available in many configurations. This Extended Warranties use are the Premium Care (1,000+ Covered Components)				
#1-22	PER MILE DELIVERY CHARGE PER MILE	0	\$	\$
#1-23	MINIMUM DELIVERY CHARGE	DEALER	\$ 150.00	YES



STANDARD PU WHEEL



WHITE WHEEL (65L)



PAINTED WHEEL (64E)
****NOTE** Painted Wheel (64E) only available with Street Appearance pkg**

FARFIELD COUNTY
Attn: BRIAN ROSEDerek Powers
Fleet/Gvmt. Sales Mgr.
Cell # is (419) 606-5659
dpowers@gomontrose.com

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 47,150.00
TOTAL FOR RE-KEY TO 1284X PROVIDED VIA MONTROSE FORD NOT LISTED ABOVE	\$ 600.00
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS BELOW	\$ 560.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ -
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	\$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 48,310.00
1 unit/s requested	\$ 48,310.00

QUOTED 7/10/2025
ORDERED 1/31/2025

ACCEPTED BY:

Date:

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	TYPE YES OR NO
51P	Spot Lamp Prep Kit, Driver Side	\$ 140.00	YES
51T	Spot Lamp - LED Bulb, Driver Only (Whelen)	\$ 420.00	YES
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	INCLUDED
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	INCLUDED
43D	Dark Car Feature (STD IN 2025)	INCLUDED	INCLUDED
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	INCLUDED
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	INCLUDED
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	INCLUDED
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	INCLUDED
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	INCLUDED
86T	Tail Lamp / Police Housing Only (STD IIN 2025)	INCLUDED	INCLUDED
17A	Aux Air Conditioning (STD IN 2025)	REMOVED	REMOVED
87P	Power Passenger Seat (N/A IN 2025'S)	REMOVED	REMOVED
61B	OBD - II Split Connector (N/A IN 2025'S)	N/A	N/A
85S	Rear Center Seat Delete (N/A IN 2025'S)	N/A	N/A
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	N/A	N/A
593	PER. ANTI-THEFT	N/A	N/A
AVAILABLE COLORS			
YZ	OXFORD WHITE	\$ -	1

Quote

Page 1 of 3

Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Date	7/14/2025
Estimate #	EST46332

Bill To
Fairfield Police Department 5230 Pleasant Ave Fairfield OH 45014 United States

Ship To
Fairfield Police Dept 5230 Pleasant Ave Fairfield OH 45014 United States

Expires	Sales Rep	PO #	Terms	Build ID
8/13/2025	59 Heller, Kevin		Net 30	Build 3
Year	Make	Model	Memo	
2025	Ford	PIU	park ranger patrol	
Shipping Method		Quote Approval Signature		
UPS Ground				

Item #	Vendor	Qty	U	Description	Note
Note		1	EA	2025 PIU for park ranger patrol Brian Rose brose@fairfield-city.org 513-867-4209	**FLASH HEADLIGHTS AND TAILLIGHTS**
EMPS1STS3B	Soundoff Si...	2	EA	mpower® 3" Grille Stud Mount Fascia Light for Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue	Grille
ELUC3H010B	Soundoff Si...	4	EA	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10™ 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher " Single Color Blue	Head light corners Taillight corners
PLUCTCL1	Soundoff Si...	4	EA	Replacement Collar Kit includes 1 Collar 2 Gaskets &..Screws for the Twist-In UnderCover	
ETSS100U	Soundoff Si...	1	EA	100U Series Composite Speaker - 100 watt	
ETSSVBK01	Soundoff Si...	1	EA	100N/100J/100U Series Speaker Bracket (no drill) for Ford PI Utility 2020 " 2023. The vehicle can hold up to two kits (sold individually), Bumper Mount Center	
2100SO	Sound Off	1	EA	ENNLB01WBC-482 nFORCE® nxt Lightbar	All blue Takedowns/alleys

Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Date	7/14/2025
Estimate #	EST46332

Item #	Vendor	Qty	U	Description	Note
PNFLBF44	Soundoff Si...	1	EA	54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY	Amber on rear for arrowstick
PK0123ITU252ND	Setina	1	EA	Hook Kit for Standard Fixed Mount (see Vehicle Lookup under Support on our website or call for Part Numbers)	
EL3PH04A00B	Soundoff Si...	1	EA	Cargo Area Rear Partition 2025+ Ford PIU #12VS Stationary Window Vinyl Coated Expanded Metal *FOR USE WITH: -2nd Row Seat	
ETTFUT-16	Soundoff Si...	1	EA	UltraLITE Plus 4 Module Interior LED Lightbar w/ Universal L-Brackets & 14 ft cable - Blue	Rear window/headliner Switch on rear pillar to turn off
ETSA481CSR	Soundoff Si...	1	EA	Flashback Plug-In Alternating Taillight Flasher, Solid State - 2.4 f.p.s. for Ford PI Utility 2016+	
C-VS-1508-INUT-H	Havis	1	EA	nERGY 400 Series Console Siren w/ Knob Control, 10-16v - 100 watt single-tone	
C-EB35-S38-1P	Havis	1	EA	2020-2025 Ford Interceptor Utility Police Vehicle-Specific 21" Console Housing Only	
CUP2-1001	Havis	1	EA	1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits SoundOff Signal	
C-ARM-102	Havis	1	EA	Internal Cup Holders	
C-AP-0625-L	Havis	1	EA	Side Mount Armrest	
C-MC	Havis	1	EA	6" Accessory Pocket w/ Hinged Lid & Lock, 2.5" Deep	
PKG-PSM-1006	Havis	1	EA	Mic Clip	For PA
UT-1001	Havis	1	EA	Standard Pedestal Mount Package For 2020-2025 Ford Interceptor Utility	
				Universal Rugged Cradle For Approximately 11"-14" Computing Devices	

Quote

Page 3 of 3

Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Date	7/14/2025
Estimate #	EST46332

Item #	Vendor	Qty	U	Description	Note
DS-DA-421	Havis	1	EA	Screen Support for UT-1000 Series Universal Rugged Cradles	
75812	Streamlight	1	EA	Stinger DS LED - 12V DC	
ECVDMLTST2	Soundoff Si...	1	EA	Dome Light - Rectangular, Flush Surface Mount, Black Base, 7" x 3", White LEDs	On headliner - in rear cargo area Switch on rear pillar to turn off
PDU-8S	D & R	1	EA	Power distribution unit with bolts and screw terminals	Constant, ignition and timer power circuits
PDU Harness		1	EA	Wire Harness for Power Distribution Unit	
PDU Plate		1	EA	Plate used to install PDU's in vehicle	
Installation / In Shop		1	EA	Installation / In Shop 28	
Installation Supplies 1		1	EA	Misc installation hardware, wire, connectors, breakers/fuses, supplies - Level 1	
Freight		1	EA	Freight Added at Time of Shipment	
WARRANTY		1		WE SOLDER AND HEAT SHRINK ALL CONNECTIONS AND WARRANTY WIRING FOR THE LIFE OF THE VEHICLE. ALL EQUIPMENT PURCHASED FROM PARR PUBLIC SAFETY WILL BE COVERED UNDER THE MANUFACTURERS WARRANTY AT NO COST FOR LABOR DURING THAT PERIOD. CUSTOMER PROVIDED EQUIPMENT INSTALLED WILL HAVE ALL LABOR WARRANTIED FOR 90 DAYS THEN NORMAL LABOR RATES WILL INCUR.	

Total

\$11,870.98

NOTICE: Quote is only valid for 30 days from the issued date. Once order has been approved by customer and items are ordered, any changes or deletions will be subject to a 20% restocking charge. Prices and availability are subject to change without notice. Although we strive for accuracy, mistakes do happen. In the event of an incorrect price, you will be notified and given the option to accept the corrected price or cancel the order.



EST46332