

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, September 22, 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

No briefing.

Business Meeting Call to Order

Mayor Rhodus

Prayer/Pledge of Allegiance

Councilmember Dale Paullus

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Oath of Office, Police Department

- Officer Taylor Hamilton
- Officer Alexander Byrd
- Officer Charles Rowe
- Officer Corey Wigal

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - September 8, 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 - Third reading
 - Motion - Adoption

2. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to amend subsection 921.04(a), License; Bonding Requirements, subsection 921.05(f), Inspection of Meters, subsection 921.06(a), Special Meters, subsection 921.07(a), Application for Water Service; Fee, subsection 921.08 Water Rates, subsection 921.12(b), Cross-Connection Control; Water Quality Backflow Protection, and subsection 925.08(b)(1) Sewer User Rates of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.
 - Legislation - Second Reading

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

1. Development Services - Councilmember Adam Kraft

- a. Ordinance authorizing termination of a property tax exemption granted pursuant to Section 5709.40 of the Ohio Revised Code, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Ordinance declaring special assessments prepaid in full and authorizing remaining assessments not be collected, and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- c. Ordinance to amend various sections of the Planning and Zoning Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

- Legislation - First Reading
- Set Joint Public Hearing Date - October 14, 2025

2. Parks & Recreation - Councilmember Leslie Besl

- Ordinance to authorize the City Manager to enter into a lease agreement with Mid Ohio Golf Car, Inc for the lease of golf carts at the Fairfield Greens Golf Courses and declaring an emergency.

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

3. Public Works - Councilmember Debbie Pennington

- Ordinance to authorize the City Manager to enter into an intergovernmental agreement (IGA) with the City of Hamilton, Ohio for cooperatively funding the repaving of Symmes Road from Route 4 to US 127 Pleasant Avenue.

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

4. Finance & Budget - Councilmember Tim Meyers

- 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: \$90,000 total (\$90,000 - Administration by BCTID for Symmes Road Railroad Crossing Elimination Project (Public Works))

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

\$90,000 - Funding for Administration by the Butler County Transportation Improvement District – Symmes Road Railroad Crossing Elimination Project

- 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: \$118,726 total (see below for description)

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

\$49,000 - Right of Way Services for the Pleasant Avenue Multiuse Trail – Negotiation Services (Public Works)

\$15,000 - Fairfield Sustains: Energy Usage and Greenhouse Gas Baseline Emissions Update (City Manager's Office - Sustainability)

\$36,600 - High Service Pump #9 Refurbish (Public Utilities -Water Division)

\$18,126 - High Service Pump #9 Motor Replace (Public Utilities - Water Division)

Meeting Schedule

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

Monday, October 27 - City-Manager Briefing, 5:30 PM; Regular Meeting, 7:00 PM

Monday, November 10 - City-Manager Briefing, 5:30 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

[MEET_FOOT]

**City of Fairfield Minutes
Regular Meeting of City Council
September 8, 2025**

Council-Manager Briefing

6:00 PM - Utility Rate Update

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

Staff members present: Scott Timmer, Laurie Murphy, Steve Wolterman, Adam Sackenheim, Diana Davenport, Jason Hunold, Christine Roach, Alisha Wilson, Mandi Brock, Ben Mann, Greg Kathman, Tom Lakamp, Steve Maynard and Tami Moore.

Staff presented the Utility Rate Study findings and rate proposal for Council consideration. See attached slides.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Besl led in prayer and Pledge of Allegiance.

Roll Call

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

Agenda Modifications

None.

Executive Session Requests

Councilmember Besl, seconded by Councilmember Paullus, moved for Executive Session to discuss pending and imminent litigation, purchase of property for public use and to consider confidential information related to marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or negotiations with other political subdivisions respecting requests for economic development assistance. Roll call vote. Motion carried 6-0.

Special Presentations

1. Flavors of Fairfield Winner Recognition

Eva Joseph presented an overview of the Flavors of Fairfield data for 2025. See attached slide. Mayor Rhodus presented the grand prize gift cards to Autumn Edington, Ann Parsell and Brian Storm.

2. Fairfield Prevention Coalition Presentation

Joe Markiewicz presented an overview of the Fairfield Prevention Coalition's mission and a request that opioid settlement money that the City receives be used to help fund their

programs. See attached slides.

Citizen Comments

Cindy Brehner, 5182 Boehm Drive addressed Council regarding traffic concerns and racing/noise from mufflers. She noted a motorcyclist that has been revving his engine at all times of the day, as well as an incident that occurred on August 30 at 9 PM involving a dark SUV driving towards her house very fast. She commented that Boehm Drive has become dangerous and a place to show off. Mayor Rhodus told her that Police can assign extra patrols and set up radar speed signs and directed her to Chief Maynard.

Council Reports

Councilmember Brill announced that the latest Fairfield Flyer is online. She noted a few of the upcoming events, including the community blood drive on September 16, Fairfield Fire Prevention Week October 5-11 and discard day October 18 at Aquatic Center. She also thanked Jason Hunold, Diana Davenport and Christine Roach for rate study presentation at 6 PM.

Councilmember Pennington reported that the street overlay projects are complete for 2025 and that work will continue on South Gilmore through fall and is on schedule to be complete by winter.

Councilmember Besl reported that the playing court improvements are underway at parks and the disc golf course is being improved this fall. She commented that Parks wrapped up summer on high note with final Groovin on the Green and announced Autofest this weekend.

Mayor Rhodus reported that the Mayor's Youth Commission kicked off today and students will be in contact with staff over the next couple of weeks. He noted that discard day is important for lithium ion batteries. He also commended utilities for keeping cost down while providing great service, per the presentation at 6 PM.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - August 11, 2025

The Regular Meeting Minutes of August 11, 2025 were approved as written and submitted.

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.

Councilmember Kraft presented the second reading of this ordinance and noted receipt of a

memo from the Planning Commission in opposition of approval of the rezoning.

Mayor Rhodus noted that Council has received the minutes of the Planning Commission meeting and explained that the procedure to overturn Planning Commission recommendation requires 5 out of 7 votes in favor of the rezoning. He also asked Public Works Director Mann to explain the requirements for legal installation of a traffic signal at Augusta Boulevard and whether this project meets those requirements. Mr. Mann explained the legal warrants and noted that the project does not meet any of the necessary requirements for installation of a traffic signal. Councilmember Meyers asked if we know if the developer obtained the traffic count directly and noted that it would be good information to have to know if it is real-time data or based on averages because that area has changed significantly over the years.

Matt Gaston, Civil Engineer for Schnicke Development Group, presented to City Council regarding how the proposed project fits into the Comprehensive Plan document. See attached slides.

Councilmember Kraft noted that the neighborhood on Carousel Circle is concerned that their street will be used as a turnaround. Mr. Gaston noted that the traffic study showed that is exactly what is currently happening and the improvements they plan to make would significantly improve that due to the extended turn lane and reduction in queuing. Councilmember Kraft asked if there would be signage directing residents and patrons which exit to use. Mr. Gaston stated that could be done.

Law Director Wolterman noted receipt of a letter from the property owner's legal representation as part of the record. See attached.

Gary Webb, 54 Carousel Circle, noted his presentation to the Planning Commission and requested Councilmember Kraft to distribute to City Council. See attached. He asked City Council to listen to the Planning Commission meeting. He has a picture that shows 525 feet of backup on John Gray Road.

Dave Grohn, 6 Carousel Circle, asked if the warrants were checked with traffic diverted from John Gray to Augusta exit. Mr. Mann stated that the developer noted in the traffic study that even if all the traffic was diverted, it still did not meet the warrants. He noted that the extension of the turn lane will completely mess up the egress for Walgreens across the street because it is already extremely difficult to leave Walgreens at heavy traffic times. He stated that it is difficult to get out of Carousel going eastbound on John Gray Road at 5:00 PM due to the amount of traffic.

Josh Large, 29 Carousel Circle, stated that his biggest concern is traffic and safety for the children on his street. He asked who would be responsible when something happens to a child. He stated that he watched a car speed down the street and turn around in 12 seconds, when it takes at least 20 seconds driving the speed limit. He stated that the developer doesn't want to change anything, so why would we want to work with someone that doesn't want to work with us?

Patrick Gainard, 30 Carousel Circle, stated that he read the Comprehensive Plan himself and said he feels there is a litany of ways the project does not fit the plan, in spite of how the developer states that it does. He noted that he drives by the property numerous times each day and every time he thinks how terrible of an idea it is to put a road in that location due to the amount of traffic that is already there.

Teresa Mangold, 11 Carousel Circle, noted that she has lived there since 1989. She knows that eventually something will go there and asked about the property being subdivided among neighboring property owners and the City to be used as green space. She noted the same traffic concerns as previous residents.

Rex Hambrick, 5261 Chateau Way, noted that his parents own a home on Carousel that he would like to purchase from them. However, he is concerned about the traffic and speeding. He stated that instead of worrying about bringing people in, maybe worry about keeping people here, because if the development goes in, he may move somewhere else.

Mayor Rhodus noted that City Council will take everything into consideration prior to the vote at the next meeting. Councilmember Kraft requested a report of violations on Carousel Circle from the Police Department.

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

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

1. Community & Public Relations - Councilmember Gwen Brill

- a. Simple Motion: Motion to approve the following 2025 Boards/Commissions Appointments effective September 8, 2025:

Peggy Emerson - Environmental Commission, Chamber of Commerce Representative, term expires 3/31/2028

Councilmember Brill, seconded by Councilmember Pennington, moved to approve the simple motion. Motion carried 6-0.

SIMPLE MOTION NO. 10-25. APPROVED 6-0.

2. Development Services - Councilmember Adam Kraft

- a. Ordinance to repeal Ordinance No. 87-25 and vacating part of Service Drive and a public storm sewer easement as shown on the attached vacation plat and replat of Lots 9696 and 9952 and dedication plat for a portion of Stockton Station Drive and authorizing the City Manager to execute the plats and such additional documents as may be necessary to complete the development of said property and declaring an emergency.

On July 14, 2025, City Council approved Ordinance 87-25 to authorize a vacation plat and record plat necessary for the Wawa project at the corner of Mack Road and Route 4. The approved ordinance and plats referenced the roadway that was realigned as Stockton Station Drive. While the roadway is commonly known as Stockton Station Drive and street signs carry this name, the particular section of the roadway to be vacated is officially named Service Drive as identified on the 1982 plats that dedicated the original right-of-way. Prior to recording of the new plats by the Butler County Recorder's Office, it is necessary to revise the ordinance and plats to use the Service Drive name.

The below summary from the July agenda item provides additional details on this item:

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 a roadway 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 Debbie Pennington, 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. 107-25. APPROVED 6-0.

3. Public Safety - Councilmember Dale Paullus

- a. Ordinance to authorize the City Manager to execute the Leary Foundation Grant Application and Agreement for physical ability training step mills and declaring an emergency.

It is necessary for City Council to authorize the City Manager to execute the Leary Foundation grant application for financial assistance.

This project is estimated at approximately \$20,000 for the purchase of exercise step mills for physical ability testing and regular cardio exercise. The step mills will be incorporated into the annual physical ability testing of firefighters to facilitate climbing steps in full protective equipment and breathing apparatus. The step mills provide a job specific functional test of a firefighter's capability and endurance while wearing protective equipment and breathing air.

If approved, the Leary Foundation would be funding 100% of this project.

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

ORDINANCE NO. 108-25. APPROVED 6-0.

- b. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of VL Foreman LLC, 5120 Pleasant Avenue, Suite B, Fairfield, OH 45014 (Permit Class D5 & D6).

Councilmember Paullus, seconded by Councilmember Pennington, moved to approve the simple motion. Motion carried 6-0.

SIMPLE MOTION NO. 11-25. APPROVED 6-0.

- c. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Everest Kitchen LLC, 5250 Dixie Highway, Unit A, Fairfield, OH 45014 (Permit Class D5).

Councilmember Paullus, seconded by Councilmember Pennington, moved to approve the simple motion. Motion carried 6-0.

SIMPLE MOTION NO. 12-25. APPROVED 6-0.

4. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to amend subsection 921.04(a), License; Bonding Requirements, subsection 921.05(f), Inspection of Meters, subsection 921.06(a), Special Meters, subsection 921.07(a), Application for Water Service; Fee, subsection 921.08 Water Rates, subsection 921.12(b), Cross-Connection Control; Water Quality Backflow Protection, and subsection 925.08(b)(1) Sewer User Rates of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Current water and sewer rates were established in 2021, and extend through 2025.

In the summer of 2025, City staff worked with financial consultants from Stantec to develop a comprehensive financial plan and prepare recommended utility rate adjustments for years 2026 through 2030. Findings and rate recommendations from this work were

presented to City Council on 9/8/2025, and Stantec's final technical report is attached here for review.

The recommended water and sewer rate increases will assure long-term financial stability for the Public Utilities Department and provide revenue for critical infrastructure maintenance, while at the same time keeping rates stable and extremely competitive relative to other municipal utility operators in Southwest Ohio.

The recommended rate increases include increases to both user fees and infrastructure surcharge fees (see attached). City staff also recommends adjustments to costs associated with license bonding requirements, inspections of meters, fire hydrant meter rental, application for water service, and backflow non-compliance.

Councilmember Brill presented the first reading of this ordinance.

b. Resolution authorizing the City of Fairfield, Ohio to become a 'Power a Clean Future Ohio' community

Power a Clean Future Ohio (PCFO) is an Ohio nonprofit organization helping communities across the State take practical steps toward reducing carbon emissions and creating healthier, more sustainable communities. The mission of PCFO is to build momentum now for a clean, prosperous future by equipping local leaders for fair and community-driven carbon reductions in Ohio.

By joining PCFO, the City of Fairfield will gain free access to expert technical assistance, data-driven analysis, and funding guidance to advance cost-saving clean energy solutions. Among other areas, PCFO will assist members with EV fleet initiatives, tree canopy and urban forestry projects, renewable energy projects, and community energy aggregation programs. Additional information regarding the services and benefits provided to PCFO members is attached here for Council review.

Fairfield's membership in PCFO aligns with the City's Fairfield Sustains Plan, which was adopted by City Council on 9/9/2024. This sustainability plan serves as a comprehensive roadmap for addressing environmental, economic and livability considerations in the City, and serves as a catalyst for quality of life improvements for all residents.

Councilmember Brill presented the first reading of this resolution. 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 Dale Paullus, moved to adopt. Motion carried Yes 6, No 0, Abstained 0. Councilmember Meyers congratulated staff on the speed of getting this together.

RESOLUTION NO. 12-25. APPROVED 6-0.

5. Public Works - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to enter into a contract with Compass Minerals America, Inc. for the purchase of road salt.

The purchase of road salt would be made under the new contract in conjunction with the Butler County Engineer's Office. The purchases would be for stocking the salt building located at the Public Works Facility on North Gilmore Road. Restocking of road salt for the 2025/2026 season would be purchased from the 2025 and 2026 operating budget. The City currently is fully stocked in salt and purchases of additional salt will take place when needed.

The Public Works Department, in order to obtain better pricing and service, has participated in bidding submitted in conjunction with the Butler County Engineer's Office for the City's salt purchases for many years. The county contract for 2025 includes Butler County Engineer's Office, Butler County Water and Sewer, as well as participating Cities, Villages, and Townships within Butler County.

The Butler County contract was awarded to Compass Minerals America, Incorporated at the price of \$96.40 per ton for road salt dumped at our Public Works facility. This cost was an increase of approximately 4.65% from the \$92.12 per ton price in 2024.

The price for 2023 was \$90.31. The price was \$85.92 per ton in 2022 and \$76.29 per ton in 2021. The price was \$74.71 per ton in 2020, \$73.21 per ton in 2019, \$62.98 per ton in 2018, \$58.73 per ton in 2017, \$68.42 per ton in 2016, \$74.19 per ton in 2015, \$66.71 per ton in 2014, and \$64.22 per ton in 2013.

Cargill, Inc. had been the low bidder from 2013 to 2020. Morton was the low bidder in 2021 to 2024.

Councilmember Pennington presented the first reading of this ordinance. Councilmember Debbie Pennington, seconded by Dale Paullus, moved to suspend the 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. 109-25. APPROVED 6-0.

- b. Ordinance to authorize the City Manager to enter into an agreement with American Structurepoint for the River, Groh, and Chateau Improvements project.

It is necessary for City Council to authorize the City Manager to enter into the attached agreement with American Structurepoint to design the improvements for a roundabout at River/Groh/Chateau and extending the multi-use path from Groh Lane to Wessel Drive on the south side of River Road. Waterline improvements at the intersection of River/Groh/Chateau will also be included with the plan development.

The City of Fairfield has been working to implement connectivity improvements between our major parks, the Great Miami River Trail, and our town center and this project helps us meet those goals.

We have not solicited any grant funding for the construction of the roundabout yet, but will explore options once we have a good engineering plan and cost estimate for construction funding. The likely source of funding is the Ohio Public Works Commission (OPWC) funding for 2028.

The roundabout design will accommodate vehicular, bicycle, and pedestrian traffic in this area and allow for a safer crossing of River Road for the Great Miami River Trail.

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

ORDINANCE NO. 110-25. APPROVED 6-0.

6. Finance & Budget - Councilmember Tim Meyers

- a. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

It is necessary for City Council to pass a resolution accepting the amounts and rates as determined by the Butler County Budget Commission. The resolution would authorize the necessary tax levies to be collected for tax year 2025 during budget year 2026 to the Butler County Auditor.

Councilmember Meyers presented the first reading of this resolution. 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 Leslie Besl, moved to adopt. Motion carried Yes 6, No 0, Abstained 0.

RESOLUTION NO. 13-25. APPROVED 6-0.

- b. Ordinance providing for the issuance of \$57,330.63 to bonds by the City of Fairfield, Ohio, to pay part of the cost of sidewalk repair in the City, and declaring an emergency.

The annual Sidewalk Program required property owners to repair sidewalks/aprons that were marked for replacement. Council passed a resolution to authorize the repairs.

Invoices were then sent out to the property owners. The outstanding balances were certified to the County Auditor to be collected with the real estate taxes. In accordance with State law, the City Council must pass an ordinance to issue bonds for outstanding assessments. The bonds to be issued will be purchased by the City treasury and will carry an interest rate of 2.50%.

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. 111-25. APPROVED 6-0.

- c. Ordinance to Repeal Ordinance 103-25 - Special Assessments and declaring an emergency

It is necessary for the City Council to repeal Ordinance 103-25 dated August 11, 2025. Staff sought approval of the ordinance in August in the event that the real estate closing for the Forest Fair/Cincinnati Mills Mall property did not occur prior to September 8th, the deadline for filing special assessments with Butler County. The real estate closing has been accomplished, which included prepaying all assessments. Therefore, the city no longer needs to file for or collect special assessments on the property. Accordingly, staff recommends repealing the ordinance directing such filing with Butler County.

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

ORDINANCE NO. 112-25. 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.”
- Supplemental Appropriations

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. 113-25. APPROVED 6-0.

- 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.”
- Contractual Appropriations: \$330,000 total (Detail: \$280,000 for River/Groh/Chataeu improvements project (Public Works); \$30,000 concrete curb & sidewalk program (existing contract; Public Works))

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

ORDINANCE NO. 114-25. APPROVED 6-0.

\$30,000 - Concrete Curb Program Construction – Additional Appropriation (Public

Works)

- f. 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: \$64,175 total (see below for detail)

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

ORDINANCE NO. 115-25. APPROVED 6-0.

\$18,150 - Storm Sewer Cleaning and Televising – Various Locations (Public Works)

\$18,525 - removal of trees at South Trace and North Trace golf courses (Parks & Recreation)

\$15,000 - Right of Way Services for the Pleasant Avenue Multiuse Trail (Public Works)

\$12,500.00 - Sustainability Metric Tracking and Dashboard Software Kausal (Sustainability)

Meeting Schedule

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
Monday, October 27 - Council-Manager Briefing 5:30 PM; Regular Meeting 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 8:27 PM.

Adjournment

The Regular Meeting adjourned at 9:21 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved:



Proposed Water/Sewer Rates 2026 – 2030

9/8/2025





FAIRFIELD CONNECTS



FAIRFIELD
FORWARD





Water Pipes



Sewer Pipes

Proposed Water/Sewer Rate Presenters



Jason Hunold – Public Utilities Director

Diana Davenport – Finance Director

Christine Roach – Utility Billing Supervisor

Presentation Overview



- Background – Previous Rate Structure
- Projects Completed 2021 – 2025
- Financial Planning
- Rate Evaluation & Recommendations
- Future Projects
- How do I read my Water/Sewer bill?
- Questions?

Mission Statement – Public Utilities



The primary objectives of the Public Utilities Department are to:

- Protect public health and safety
- Protect the environment
- Provide exceptional customer service
- Provide stable and cost-effective rates

Rate History



- No water rate increases 1985-2007
- 2007-2016 ~4.3% increase/year (combined)
- Significant increases 2017-2020
 - 2017 +9.7%
 - 2018 +9.9%
 - 2019 +5.2%
 - 2020 +4.9%
- 2021-2025 ~3.5% increase/year (combined)

Water Division Projects



2021 – 2025 Water Division Expenditures: ~\$64,000,000

- Water Main Improvements
- Water Meter Replacement
- Booster Station Improvements
- Production Well Rehab/Well 3R
- Water Tower Rehab
- Port Union Tank
- SCADA Upgrades/System Automation
- High Service Pump Installation/Plant Rerating
- Chemical Feed System Improvements
- Solids Contact Clarifier Rehab

Water Main Improvements

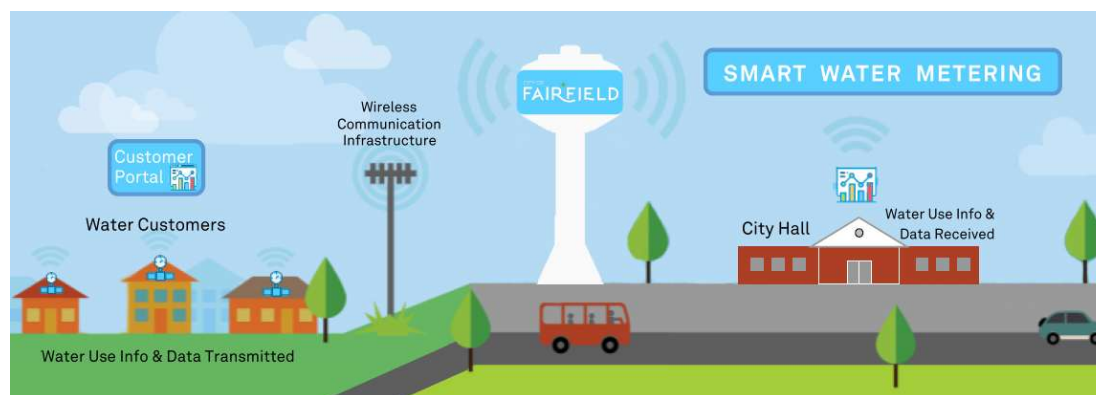
- 2021: Resor & Winton
- 2022: Route 4 south of Bypass
- 2023: John Gray Road: DDC Way
- 2024 Gray Road
- 2025 Wittenberg Drive
- 2025 Seward Road
- 2025 Winton Road Lining



Advanced Metering Infrastructure (AMI)

- ~14,000 Meters
- Unaccounted for Water ~22% - ~12%
- ROI ~4 Years

~ \$5 Million



Booster Pump Station Improvements



- Pumps
- Motors
- Valves
- Check Valves
- Variable Frequency Drives (VFD's)
- Water Pressure Surge Safety Equipment



Production Well Rehabilitation/Well 3R

- Well 8 Rehab/Liner
- Well 5 Rehab/Liner
- Well 6 Rehab – High Velocity Injection
- Well 4 – High Velocity Injection
- Well 3R Construction – 4MGD – First Well Drilled 30 Years

~ \$1.5 Million



Water Tower Coating Systems



- Hunter Tank
- Seward Tank
- Port Union Tank
- 25 Year System



Port Union Tank



- Development Driven
- First Water Tower Constructed in 25 years
- Additional 1.25 MG Storage
- Koch Foods Water Consumption July 2025:
61 MG

~ \$5 Million



-
- AutoCAD SHX Text
- 3
- FAIRFIELD WTP - NORTH PUMP ROOM PLC

High Service Pump Install/WTP Rerating



- Pump/Motor/VFD
- Additional Redundancy
- Rerating Initiative 9MGD – 10.5 MGD





- Sodium Hypochlorite
- Fluoride
- Bulk Storage
- Chemical Feed Pumping Systems
- Mitigate Safety Risk

~ \$2.5 Million

Solids Contact Clarifier Rehabilitation



- Drive Unit Replacement
- Avoid Running Equipment to Failure



Sewer Division Projects



2021 – 2025 Sewer Division Expenditures: ~\$62,000,000

- UV Disinfection Upgrades
- Sanitary Sewer Main Lining
- Secondary Clarifier Rehab
- Multi-Purpose Building
- Lime Lagoon Sewer Extension
- Pump Station Improvements
- Aeration System Improvements
- WW Plant Manhole Rehab
- Wastewater Plant Generator
- WW Plant Solar Array

Ultraviolet Light Disinfection Improvements

- Replaced Obsolete Equipment
- Improved Efficiencies
- Installed In-house - Staff



Sanitary Sewer Main Lining

- 3,200 feet of sanitary sewer has been lined 2021 – 2025
- Winton Road
- Casa Loma Drive
- Pleasant Avenue
- Red Oak Court
- Green Oak Drive
- Mack Road
- Dixie Highway



Secondary Clarifier Rehabilitation



- Unexpected Failure 2021
- Rehabbed Clarifier 2 2023



Multi-Purpose Sludge Dewatering Chemical Storage Building

- Improved Solids Content
- Operational Redundancy
- Less Preventative Maintenance
- Planning – Future Discharge Limits

~ \$2.5 Million



Lime Lagoon Sewer Extension



LIME LAGOON SANITARY SEWER IMPROVEMENT

- Pleasant Run Creek Reclassified -2020
- WW Plant Modeling
- Design Work – Public Works



Pump Station Improvements

- HVAC Improvements to meet current Class IV Div IV standards
- Safe Working Environment
- 7 Air Exchanges/Hour

~ \$.75 Million



Aeration System Improvements

- Optimize Operation
- Enhanced Aeration
- Increased Efficiencies
- Decreased Energy Consumption
- Automated Control
- Regulatory Compliance

~ \$7 Million



Wastewater Plant Manhole Rehabilitation



- Deterioration
H₂S Exposure
- Monoform
Manhole Lining
Solution



Wastewater Plant Standby Power Generator



- Master Service Agreement
- City Owns and Maintains



Wastewater Treatment Plant Solar Array

- 1.5 MW DC
- Electric Savings
- Greenhouse Gas Emissions
- Air Pollution
- Sustainability Initiative

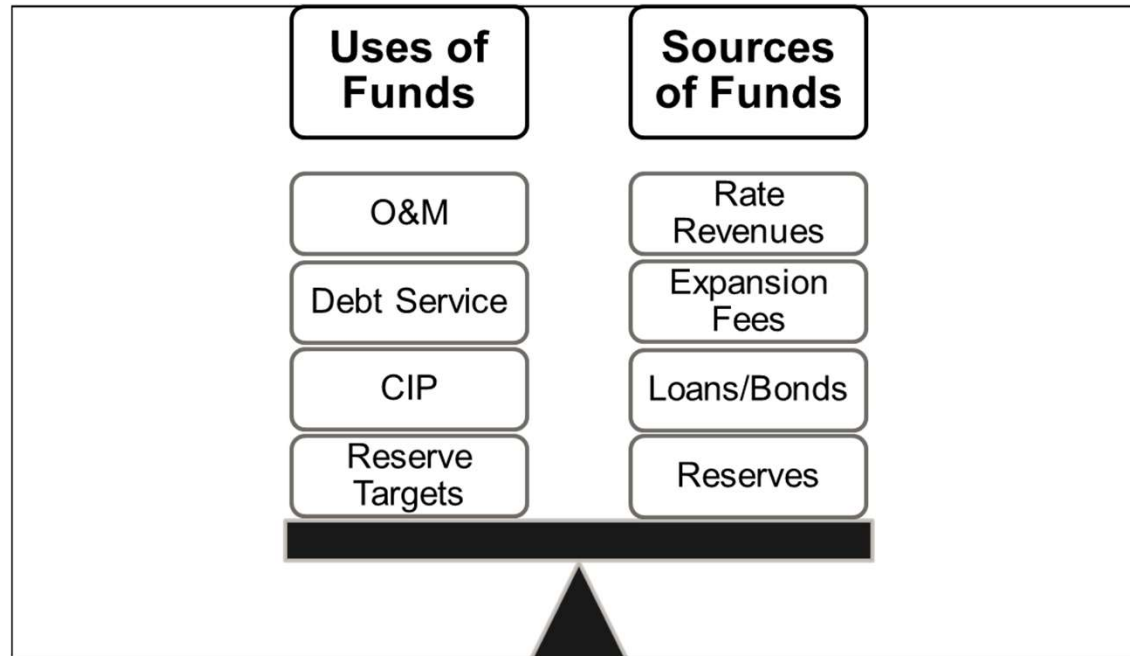
~ \$2.9 Million



Building Blocks of Financial Plan



The financial plan projects level of revenues required to meet costs (i.e., revenue requirement) for services provided

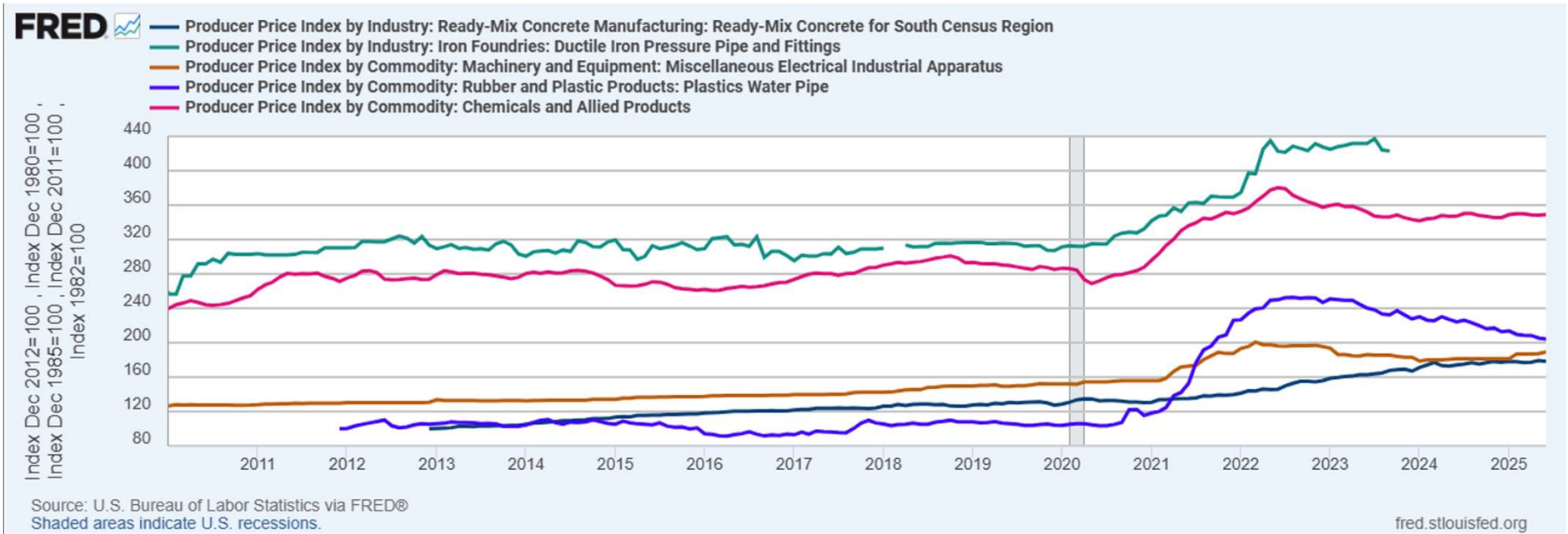


Rate Study Approach



1. Collaborated with City staff to gather historical and budgeted financial information for water and sewer system operations.
2. Processed the collected data through Stantec's Financial Analysis and Management System (FAMS) interactive modeling framework.
3. FAMS generates a ten-year financial projection that assesses current rate sufficiency and determines the annual rate increases needed to meet the system's financial requirements.
 - City objectives:
 - Maintain the combined bills at or below 3% of annual rate increases
 - Reach 9 months of O&M reserves by 2035
 - Have minimal borrowing

Cost Drivers for Water/Sewer Rate Increases



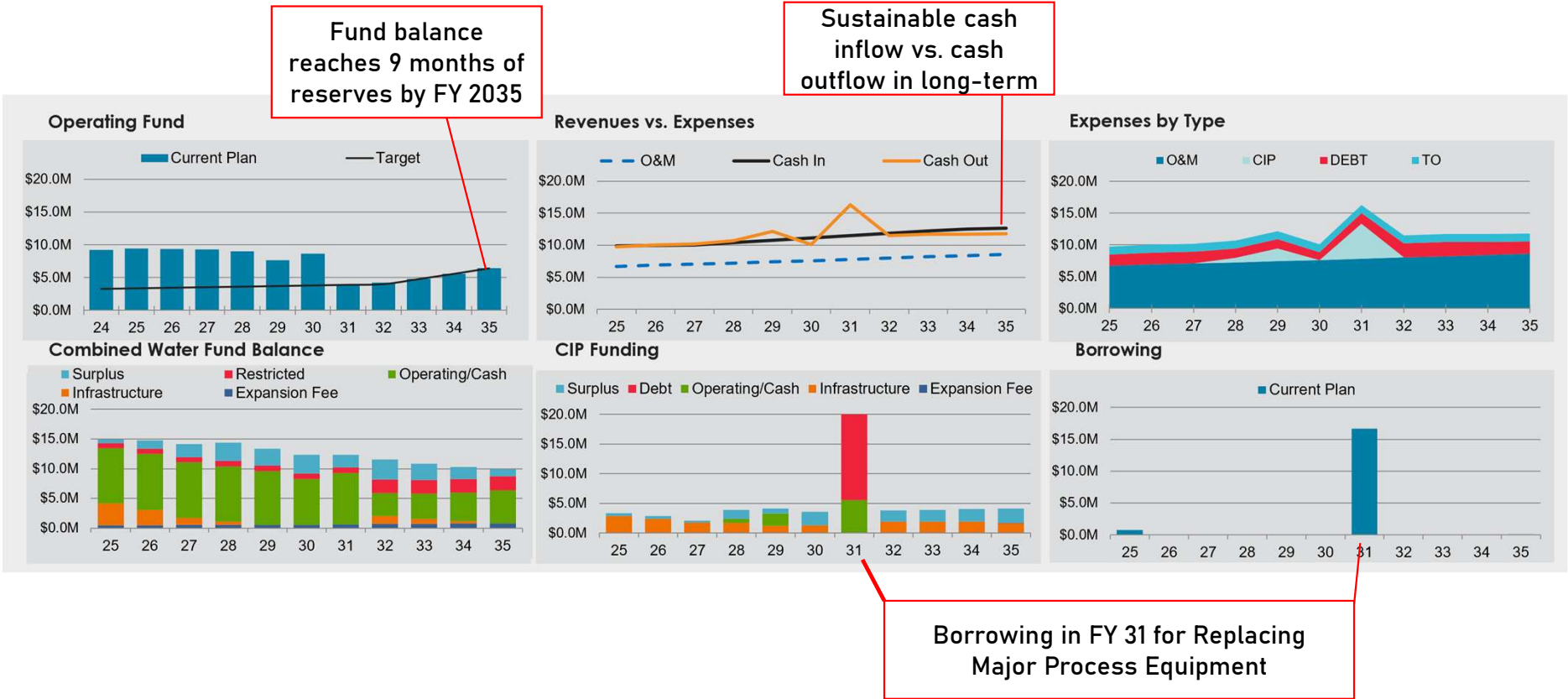
- Plastics Water Pipe = 95%
- Concrete = 54%
- Electrical Machinery and Equipment = 39%
- Ductile Iron = 35%
- Chemicals = 29%
- Electric Capacity/Generation = 50%...

Summary of Combined Rate Recommendations



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Rate Increase	0.50%	0.50%	3.0%	3.0%	3.50%
Water Infrastructure Charge Increase (per kgal)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Sewer Rate Increase	4.00%	4.00%	2.00%	2.00%	1.50%
Sewer Infrastructure Charge Increase (per kgal)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Average Monthly Residential Bill (5,000 gal)	\$62.96	\$64.83	\$66.72	\$68.63	\$70.54
\$ Change	\$1.82	\$1.87	\$1.89	\$1.91	\$1.91
% Change (Average)	3.0%	3.0%	2.9%	2.9%	2.8%

Long-Term Financial Sustainability – Water



Key Performance Indicators - Water



Debt is used to fund large projects in the year they occur; overall debt-funding of CIP is sustainable

Long-term outlook of debt service coverage is above or around target

Performance Indicators	Source	Stronger/ AAA	Midrange/ AA	Weaker / A	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
% CIP funded by Debt	Fitch	Less than 50%	50% to 90%	Over 90%	0%	0%	0%	0%	0%	0%	75%	0%	0%	0%	2%
Cumulative % CIP funded by Debt	Fitch	Less than 50%	50% to 90%	Over 90%	0%	0%	0%	0%	0%	0%	40%	36%	33%	31%	29%
All-In Debt Service Coverage	Moody's	Over 2.00	2.00 to 1.25	Less than 1.25	1.81	1.66	1.65	2.17	2.31	2.88	2.17	1.74	1.82	1.99	2.12
Fixed Revenue % of Total Rate Revenue	Fitch	Over 30%	30% to 15%	Less than 15%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Days Cash on Hand	Moody's	Over 250	250 to 150	Less than 150	514	497	482	457	377	417	183	195	214	243	274

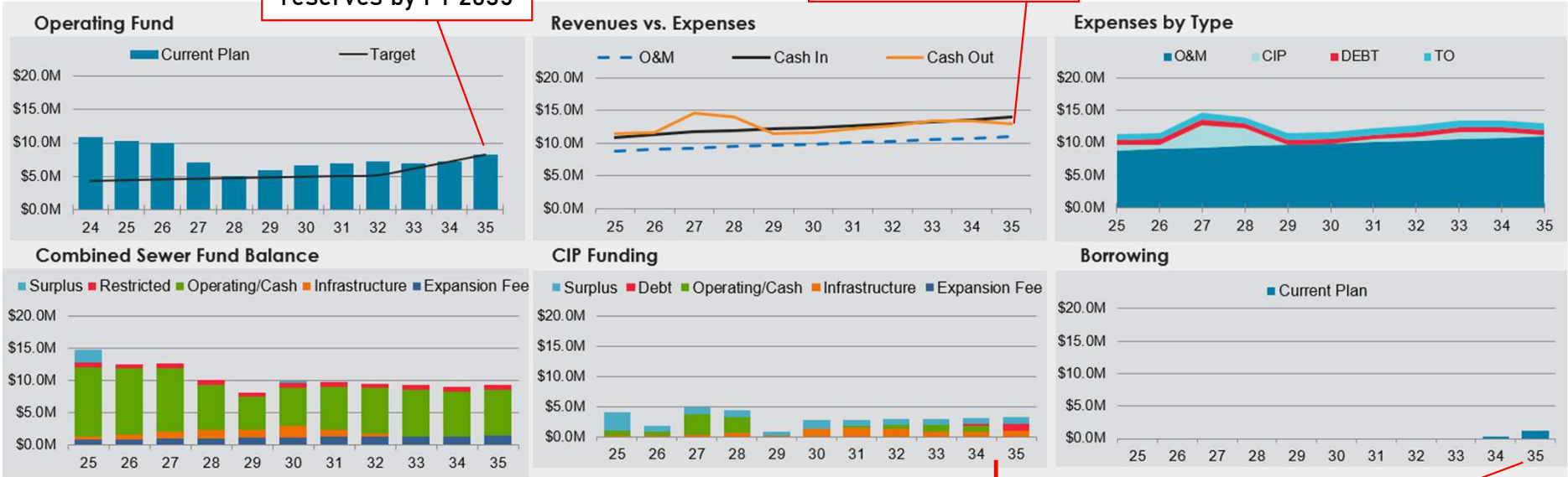
Days cash on hand remains at high target level in outer years

Long-Term Financial Sustainability – Sewer



Fund balance reaches 9 months of reserves by FY 2035

Sustainable cash inflow vs. cash outflow in long-term



Borrowing in FY 34 & 35 will depend on capital needs

Key Performance Indicators - Wastewater



Debt is used to fund large projects in the year they occur; overall debt-funding of CIP is sustainable

Long-term outlook of debt service coverage is above target

Performance Indicators	Source	Stronger/ AAA	Midrange/ AA	Weaker / A	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
% CIP funded by Debt	Fitch	Less than 50%	50% to 90%	Over 90%	0%	0%	0%	0%	0%	0%	0%	0%	0%	11%	36%
Cumulative % CIP funded by Debt	Fitch	Less than 50%	50% to 90%	Over 90%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	4%
All-In Debt Service Coverage	Moody's	Over 2.00	2.00 to 1.25	Less than 1.25	2.66	2.37	2.67	3.34	3.41	3.41	3.40	3.45	3.59	3.74	3.70
Fixed Revenue % of Total Rate Revenue	Fitch	Over 30%	30% to 15%	Less than 15%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Days Cash on Hand	Moody's	Over 250	250 to 150	Less than 150	424	401	279	197	222	245	253	256	242	243	274

Days cash on hand remains at high or around target level in outer years

Summary of Combined Rate Recommendations

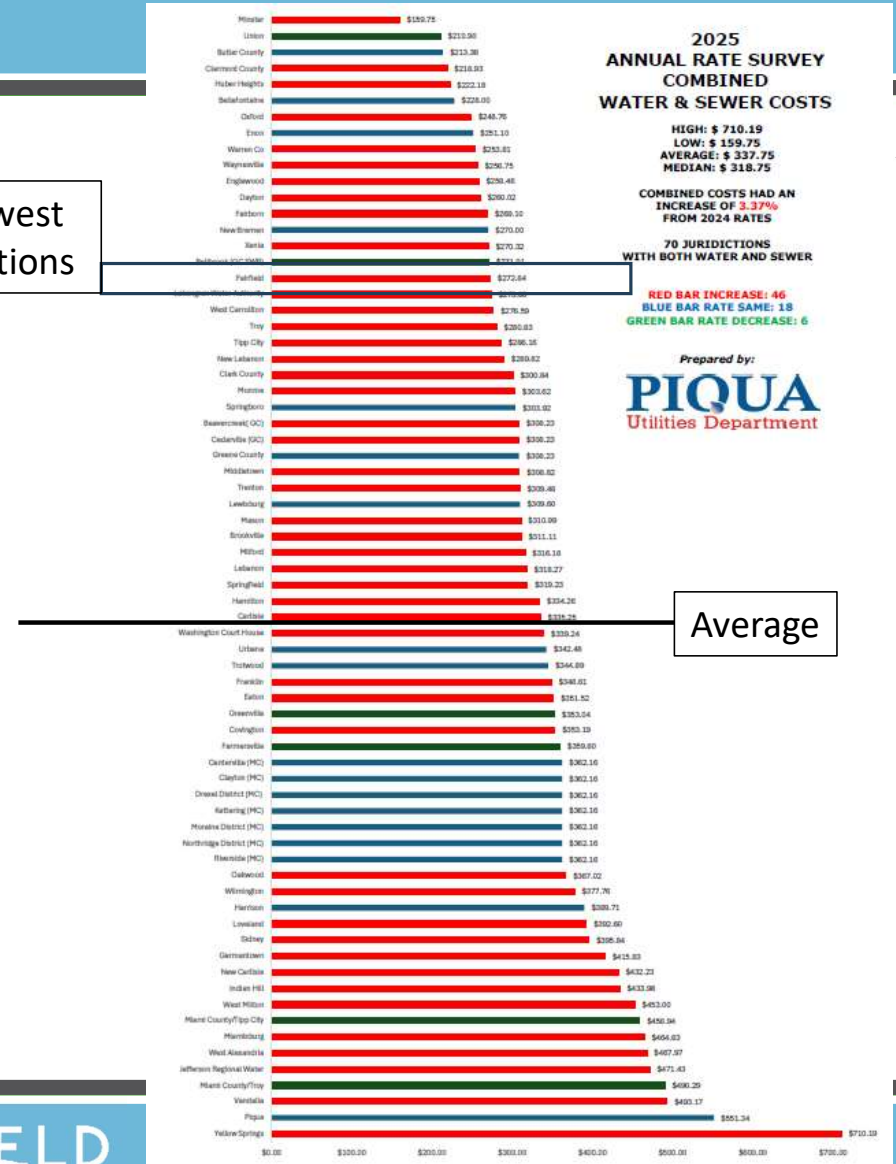


1. Current rate structure achieves fiscal stability and transparency
2. FY 26-30 plan of rate increases, results in ~2.9% annual overall increase to typical residential customer's combined monthly bill
3. Infrastructure charges will increase yearly by \$0.05

Rate Survey

- Projected 2030 combined bill cost based on a 3-month period at 22,500 gallons will be \$336.30
- In 2030, Fairfield will stay below the mean because most utilities will continue to increase their rates

Fairfield: 17th lowest out of 70 jurisdictions



Regulatory Uncertainty

- PFAS
- Phosphorus Discharge Limits
- Land Application of Sewage Sludge



TOXIC ALGAE ALERT

Toxic algal mats ARE present in this water
Mats can be attached to the bottom, detached and floating, or washed up on shore



Do NOT let children or adults touch, eat, or swallow any algal mats.



Do NOT let dogs eat algal mats or drink from the water.



Projects on the Horizon



Water Division

- Distribution System Improvements
- Small Water Line Improvements
- Hunter Tank Coating System
- SCADA Upgrades
- WTP Clear Well
- Building Improvements

Sewer Division

- Broadview LS Generator
- Lake Manor LS
- Primary System Overhaul
- RT 4 Relief Sewer
- Dystor Dome Replacement
- Building Improvements
- Raw Sewage Pump Replacement

How do I read my Water/Sewer Bill

Utility Billing processes 3,400 bills weekly!

Account Information

- **Account Number** – changes if you move
- **CID** – stays the same regardless of address

Billing & Payment

- **Due Date** – always on a **Wednesday**
- **New Bills** – printed on **Friday**
- **Amount Due** – must be paid by due date
10% late fee if not paid on time

Billing Cycle & Usage

- **Billing Cycle** – 28–31 days
- **Usage History** – last 12 months shown

Services & Charges

- **Services** – itemized usage billed
- **Charges** – breakdown by service type

Read Types

- **A** – Actual Reading
- **E** – Estimated Reading
- **M** – Manual Reading

Account Summary

- Payments made
- Adjustments & penalties
- Current charges

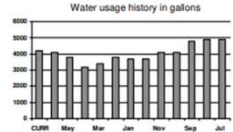


City of Fairfield
Utility Billing & Collections
5350 Pleasant Ave., Fairfield, OH 45014
Phone: (513) 867-5370
Hours: Monday-Friday 8:00am-5:00pm
www.fairfieldoh.gov

Account Number	
Customer ID	
Due Date	08/20/2025
Amount Due	\$67.08
Amount Due After Due Date	\$73.79

Service Address	
From	To
06/08/2025	07/08/2025
Billing Address	
TIMMER, SCOTT	

Water usage history in gallons



Service	Previous Reading	Current Reading	Usage/Gallons	Read Type	Charges
SEWER	148600	152800	4200	A	27.72
WATER	148600	152800	4200	A	23.67
TRASH					5.69

 Fairfieldoh
 @fairfieldoh
 @fairfieldoh
 Nextdoor.com

Account Summary	
Previous Balance	\$65.88
Net Payments	(\$65.88)
Net Adjustments/Penalties	\$0.00
Balance Prior to this Billing	\$0.00
Current Charges	\$67.08
Total Amount Due	\$67.08

City of Fairfield
Utility Billing & Collections
5350 Pleasant Ave., Fairfield, OH 45014
Phone: (513) 867-5370
Hours: Monday-Friday 8:00am-5:00pm
www.fairfieldoh.gov

DETACH AT PERFORATION AND INSERT IN ENCLOSED RETURN ENVELOPE

Bill #: 2800909

REMIT TO: FAIRFIELD UTILITIES
PO BOX 970
FAIRFIELD OH 45014-0970

TIMMER, SCOTT

Account Number	
Customer ID	
Due Date	08/20/2025
Amount Due	\$67.08
Amount Due After Due Date	\$73.79

Amount Enclosed

MAKE CHECKS PAYABLE TO: FAIRFIELD UTILITIES

We accept MasterCard, Visa, Discover and electronic check. Please visit us at www.fairfieldoh.gov

What will Scott's bill look like 2026-2030?

- 2026 - \$69.26
- 2027 - \$70.84
- 2028 - \$72.43
- 2029 - \$74.04
- 2030 - \$75.66

What would the 2025 minimum bill of \$53.39 look like in the next 5 years?

- 2026 - \$54.70
- 2027 - \$55.64
- 2028 - \$56.78
- 2029 - \$57.95
- 2030 - \$59.12



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Hours: Monday-Friday 8:00am-5:00pm
www.fairfieldoh.gov

Service Address	
From	To
06/08/2025	07/08/2025
Billing Address	
Timmer, Scott	

Service	Previous Reading	Current Reading	Usage/Gallons	Read Type	Charges
SEWER	148600	152800	4200	A	27.72
WATER					21.87
TRASH					15.49

 Fairfieldoh

 @fairfieldoh

 @fairfieldoh

 Nextdoor.com

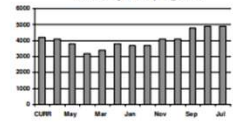
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Bill #: 2800909

REMIT TO: FAIRFIELD UTILITIES
PO BOX 970
FAIRFIELD OH 45014-0970

Account Number
Customer ID
Due Date 08/20/2025
Amount Due \$67.08
Amount Due After Due Date \$73.79

Water usage history in gallons



Account Summary
Previous Balance \$65.88
Net Payments (\$65.88)
Net Adjustments/Penalties \$0.00
Balance Prior to this Billing \$0.00
Current Charges \$67.08
Total Amount Due \$67.08

Account Number
Customer ID
Due Date 08/20/2025
Amount Due \$67.08
Amount Due After Due Date \$73.79

Amount Enclosed

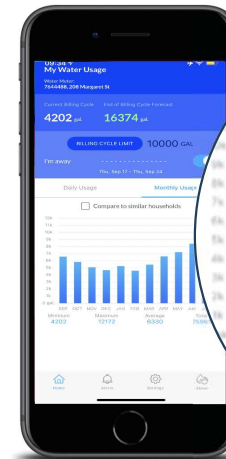
MAKE CHECKS PAYABLE TO FAIRFIELD UTILITIES
We accept MasterCard, Visa, Discover and electronic check. Please visit us at www.fairfieldoh.gov

My Water Advisor

- **Personalized Consumption Portal**
- **My Water Advisor App.**
- **Understand water usage** on an hourly, daily, monthly basis.
- **Compare usage behavior** versus previous month and year.
- **Get real time alerts** when consumption is exceedingly high, or leaks are detected.



My Water Advisor



Summary of Combined Rate Recommendations



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Rate Increase	0.50%	0.50%	3.0%	3.0%	3.50%
Water Infrastructure Charge Increase (per kgal)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Sewer Rate Increase	4.00%	4.00%	2.00%	2.00%	1.50%
Sewer Infrastructure Charge Increase (per kgal)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Average Monthly Residential Bill (5,000 gal)	\$62.96	\$64.83	\$66.72	\$68.63	\$70.54
\$ Change	\$1.82	\$1.87	\$1.89	\$1.91	\$1.91
% Change (Average)	3.0%	3.0%	2.9%	2.9%	2.8%

Next Steps



- 1st Reading 9/8/2025
- 2nd Reading 9/22/2025
- 3rd Reading/Adoption 10/14/2025



FAIRFIELD

Questions?

FAIRFIELD

INTERNATIONAL FLAVORS OF FAIRFIELD DINING ADVENTURE


1,045 BUSINESS VISITS
17% INCREASE OVER YEAR 1

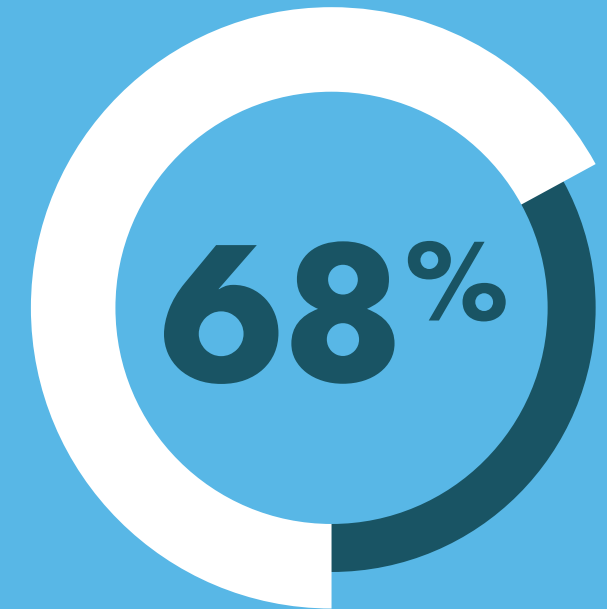
FAIRFIELD
CITY OF OPPORTUNITY

38.7
**AVERAGE VISITS
PER BUSINESS**

**27 BAKERIES &
RESTAURANTS**



**7 NEW
FOR
YEAR 2**



**VISITORS FROM
OUTSIDE FAIRFIELD**

PROGRAM PARTNER



YEAR 2

MAY 9 – AUGUST 10, 2025



61

**GRAND PRIZE
ELIGIBLE (8 VISITS)**

**130 TOTE
BAG
WINNERS (4 VISITS)**



The Opioid Epidemic



FACT:

The annual societal cost to taxpayers for heroin & opioid addiction is **\$75 billion.**

(Teater Health Solutions)

FACT:

Every student who drops out of high school for a substance use related disorder will cost the community over \$1 million during their lifetime.

(Washington State Institute for Public Policy, WSIPP)

FACT:

The number of deaths in the past 20 years from unintentional opioid addiction

375,000

(Teater Health Solutions)

The Opioid Epidemic



Some legal pain prescriptions have the same basic compounds as heroin!

FACT:

4 out of 5 new heroin users
started by misusing prescription
painkillers.

(National Institute on Drug Abuse)

FACT:

Your child can visit the doctor or dentist and walk out with a legal pain prescription that is highly addictive and lead to a heroin addiction.

(Centers for Disease Control)

FACT:

Prevention scientists agree that earlier education is needed to prevent the onset of opioid use disorder.

(Hawkins & Catalano, 1994)

FACT:

9 out of 10 people with substance use problems started by age 18.

(National Institute on Drug Abuse)

Opioid Settlement Funds

Most community coalitions are addressing the opioid problem **after** it occurs!

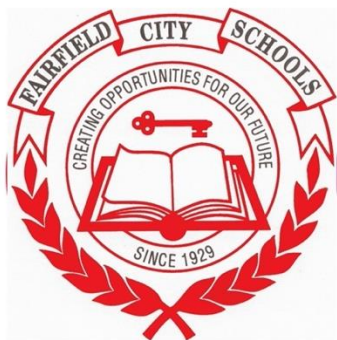
- Treatment
- Rehabilitation
- Re-Entry and Homelessness

FACT:

The Fairfield Prevention Coalition addresses the risk factors that lead to opioid use by teens before it occurs!



Fairfield Prevention Coalition



Fairfield Prevention Coalition

- Non-profit coalition with open membership
- Fairfield City Schools is our fiscal agent, and the coalition is a good steward of funds
- Focus on preventing substance use onset
- Focuses on students & families in Fairfield
- Currently funded by Federal CARA Grant and is in final year of funding.

Fairfield Community Sectors



- Fairfield Schools
- Law Enforcement
- Youth Agencies
- United Way
- Businesses
- Faith Organizations
- Government
- Parents
- Young People

The Youth Coalition is not just an after-school club, It's a peer-led prevention framework!



Fairfield Senior HS Coalition



Fairfield Freshman Coalition



Middle School Leaders in Training





- Most Fairfield Youth Coalition members serve 4-5 years on the youth coalition!
- For many students, the youth coalition is a unique experience

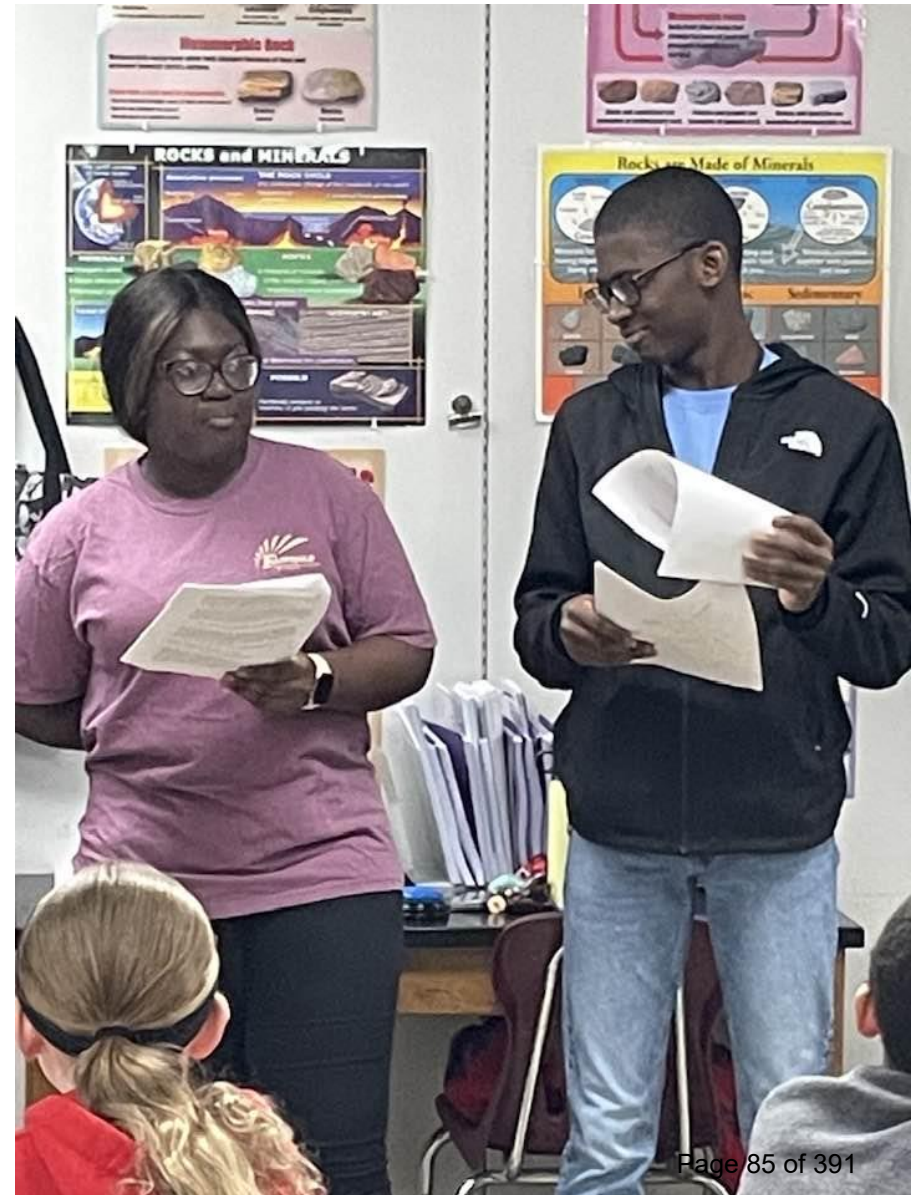
Pharming Effects: An Evidence-Based Approach to Opioid Onset Prevention



Teen Education

Pharming Effects

- Youth Coalition students are trained in safe pain prescription use
- Quarterly presentations are made to middle school students in 6th grade health class
- Annually, over 500 middle school students are educated about pain prescription safety





Positive Outcomes in the Reduction of Opioid Use by Teens



Data-Driven Results

Fairfield City School District Year to Year
Cincinnati, OH
February 2024

2017-2023

PRIDE
Surveys



FACT:

The total number of Fairfield School students misusing prescription pain medicines **decreased** from **209** students in 2019 to **16** students in 2023!



FACT:

The percent of high school seniors using a legal pain prescription without a doctor's permission in Fairfield City Schools **decreased** from **6.7%** in 2019, to **1.4%** in 2023.



FACT:

The percent of high school seniors using a legal pain prescription regularly without a doctor's permission in Fairfield City Schools **decreased** from **3.4%** in 2019, to **0.3%** in 2023.



FACT:

The percent of high school juniors using a legal pain prescription without a doctor's permission in Fairfield City Schools **decreased** from **4.5%** in 2019, to **1.1%** in 2023.



FACT:

The percent of high school juniors using a legal pain prescription regularly without a doctor's permission in Fairfield City Schools **decreased** from **3.4%** in 2019, to **1.9%** in 2023.



Why are we here?

The Fairfield Prevention Coalition is asking for opioid settlement funds to sustain its prevention efforts by creating an endowment for coalition operational costs

Questions & Comments



Richard C. Spoor

D: 513.579.6449

rcspoor@kmlaw.com

September 8, 2025

VIA EMAIL: CLEMMONS@CWFAIRFIELD.COM

Mr. John H. Clemmons, Esq.
Law Director
City of Fairfield, Ohio

Re: Letter in Support of Zoning Amendment Application

Dear Law Director Clemmons,

I hope this letter finds you well. My name is Richard Spoor, and I am a partner at the law firm Keating Muething & Klekamp, PLL, located in Cincinnati, Ohio. I write you today in your capacity as Law Director for the City of Fairfield, Ohio, on behalf of my clients, Mr. John H. McGilliard and Mr. Paul D. McGilliard, who own three parcels consisting, collectively, of approximately twenty-four acres of real property, located at the intersection of Pleasant Avenue and John Gray Road ("Property").

The Property is the subject of an Application for Planned Unit Development Concept Plan Development, submitted by The Schnicke Development Group ("Developer"), seeking to alter the zoning for the Property from "C-1" to "PUD" (Planned Unit Development) ("Application"). The Application seeks to facilitate the development of 104 high-quality condominium units and to reserve approximately three acres of the Property for undetermined commercial uses ("Project"). The purpose of this letter is to convey my clients' strong support for the Application.

My clients have previously attempted to amend the applicable zoning for their property in furtherance of a proposed use. On July 10, 2024, the City of Fairfield Planning Commission considered an application to rezone the Property from C-1 to PUD to accommodate the construction of a Wawa gas station and convenience store. The Planning Commission voted unanimously to recommend that the City Council deny the application, which caused the applicants to subsequently withdraw their application.

While my clients feel that the previous zoning amendment application was meritorious in its own right, they ardently believe the Application currently before the Council proposes the highest and best use of the Property. At present, the Property consists of dormant forest. By contrast, the Project would operate as a catalyst for economic activity and radically increase the Property's tax value.

In addition to the above referenced considerations, the proposed Project is in furtherance of the stated goals outlined in the Fairfield Forward Comprehensive Plan ("Comprehensive Plan")

Keating Muething & Klekamp PLL

Attorneys at Law

One East Fourth Street | Suite 1400 | Cincinnati, Ohio 45202

P: 513.579.6400 | F: 513.579.6457 | kmlaw.com

for the future development of the Property. The Staff Report provided to the Planning Commission for its meeting on August 27, 2025, noted, in part, that the Comprehensive Plan recommends that the Property be used for mixed purposes—i.e., “multiple, different uses within a single building or development.” The Comprehensive Plan describes a “mixed use” as “a sustainable mix of uses” satisfying “a wide variety of retail, service, employment and housing needs.” In the particular context of the John Gray / Pleasant area, the Comprehensive Plan provides that mixed use developments should provide a “main gateway into Fairfield” through “low intensity retail and services that support the surrounding neighborhoods and low-to-medium-density residential uses.” To that end, the Comprehensive Plan specifically encourages the application of PUDs.

The Project accomplishes precisely the goals set forth in the Comprehensive Plan for the site. The Application proposes a combination of attached, single-family, residential lots and commercial lots. As noted in the Staff Report, the Comprehensive plan recommends a mixed use classification for the site that encourages a sustainable mix of uses that provide a variety of retail, service, employment and housing needs. The Project being proposed furthers each of the specific goals outlined in the Comprehensive Plan and will help to provide a sustainable mix of retail and housing options for current and future residents of Fairfield. The Project, therefore, closely aligns with, and directly furthers, the Comprehensive Plan’s clearly articulated goal of promoting the mixed development of low-to-medium-density residential uses with low-intensity commercial uses to support those residences.

As you are aware, before referral to the City Council for consideration, the Application was the subject of two hearings before the City of Fairfield Planning Commission. At the hearing on August 13, 2025, the Commissioners split 3-3 on whether to recommend the Project for approval. The Commissioners, therefore, tabled the matter for reconsideration at the Planning Commission meeting on August 27, 2025. Upon reconsideration, the Planning Commission voted 4-3 to recommend that the City Council deny the Application.

Notwithstanding this recommendation, the Project is a boon to the City of Fairfield and its residents. Approval of the Application will:

- (i) directly further the City’s goals for the area, as expressly stated in the Comprehensive Plan;
- (ii) allow the Property to be developed into its highest and best use;
- (iii) boost the Property’s tax value;
- (iv) provide new commercial and employment opportunities to the residents of Fairfield;
- (v) provide new and high quality housing stock for the community;
- (vi) increase the City’s income tax base; and

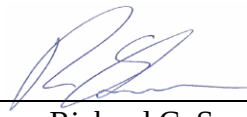
- (vii) generally promote economic well-being of an area intended as a gateway into the heart of Fairfield.

In light of these considerations, my clients respectfully request that the City Council vote in favor of the Application, as submitted by the Developer, and amend the City's zoning map to allow for the highest and most productive uses of the Property. We are also circulating copies of this Letter to the individual Councilmembers and ask that this Letter be filed and considered in connection with the Application at the next meeting of the Councilmembers.

Sincerely,

KEATING MUETHING & KLEKAMP PLL

By: _____



Richard C. Spoor
Partner

cc: Mr. Tim Meyers, Councilmember At-Large
Mr. Matthew Davidson, Councilmember At-Large
Mrs. Gwen Brill, Councilmember At-Large
Ms. Leslie Besl, First Ward
Mr. Dale Paullus, Second Ward
Mrs. Debbie Pennington, Third Ward
Mr. Adam Kraft, Fourth Ward
Ms. Alisha Wilson, Clerk of Council



SCHNICKE

DEVELOPMENT GROUP

Fairfield Mixed Use
Project
Fairfield, OH



Proposed Homes

- By the end of 2025 there will be no active new housing developments in Fairfield.
- Units will be available around the \$300,000 price point with some units a little lower and others a little higher. This price point helps make it attainable for move down, age in place buyers and some first-time home buyers for the market.
- All units will be under restrictions from an HOA that will prohibit the use of units as rentals.
- Due to the topography and easements on the property patio homes are not feasible to develop

GOAL HN 2 Encourage a range of housing choices and types that satisfy market demand and let residents continue to live in Fairfield across different life cycle stages for current and future residents.

Policy 2.5 Promote a higher level of owner-occupied housing compared to renter-occupied housing units.



Life Style Condos By Drees



5-Unit Classic Condo Building By Drees

Thoroughfare Plan

2. Primary Thoroughfares

Primary thoroughfares are major traffic carriers within the city which carry traffic from collector and secondary thoroughfares to the regional thorough fares. The primary function of this system of roadways is the movement of traffic ,while land access is the secondary function. The standards for these thoroughfares shall generally conform to either Type C-1 or C-2 (Refer to Table 7-1 on page C-9).

A. Pleasant Avenue (US 127)

1. Pleasant Avenue serves as a major connector to I-275, City of Hamilton and Fairfield’s Town Center. Strict curb cut control is necessary between Wessel Drive and John Gray Road to prevent dangerous curb cut configurations. Due to traffic congestion at AM and PM peak rush hour, it is recommended that access management be implemented in the form of service drives, where possible, to provide for better traffic flow at controlled points.

p. C-4

John Gray/Pleasant Goals

GOAL JGP 1 Provide a comprehensive, safe, convenient, well-balanced and financially feasible transportation system.

- **Policy 1.1** Require developers to participate in infrastructure improvements as new development occurs.
- **Policy 1.2** Require all new development that generates 100 or more peak hour trips to submit a traffic impact study for city review and require the developer to participate in improvements to help reduce congestion at AM and PM peak hours that may be further worsened by new development.
- **Policy 1.3.** Coordinate roadway improvement projects within the Pleasant/Hamilton Avenues corridor with Hamilton County and the Ohio Department of Transportation.

p. 63

- As the Cities Thoroughfare Plan states access to Pleasant Avenue should be strictly controlled which allows for only one access point available for the development of this proposed property along John Gray Road.
- Even if all traffic from the development was diverted to the Augusta Boulevard intersection a light would not be warranted due to the fact that Augusta Boulevard would still be the higher volume leg of the intersection which today does not meet any of the warrants necessary for a light.
- The current intersection design does not meet today’s traffic volumes, but our proposed improvements allow for the intersection to operate at a far more efficient level. Private investment into the improvement of this intersection greatly reduces the cost to the City to improve this intersection for the whole community.



JOHN GRAY ROAD - EXISTING



JOHN GRAY ROAD - PROPOSED

Table 10: John Gray Rd & Pleasant Ave 2045 Capacity Analysis (Signalized)

John Gray & Pleasant		2045 AM No Build			
Lane	Storage (ft)	LOS	Delay (sec/veh)	v/c	95th %ile Queue (ft/ln)
EBL	125	D	44.6	0.52	194
EBTR	-	D	53.5	0.78	340
EB APP	-	D	50.7	-	-

John Gray & Pleasant		2045 PM No Build			
Lane	Storage (ft)	LOS	Delay (sec/veh)	v/c	95th %ile Queue (ft/ln)
EBL	125	E	66.2	0.86	176
EBTR	-	D	36.8	0.31	338
EB APP	-	D	53.5	-	-

Table 11: John Gray Rd & Pleasant Ave 2045 Build w/ Improvements Capacity Analysis (Signalized)

John Gray & Pleasant		2045 AM Build (WITH IMPROVEMENTS)				John Gray & Pleasant		2045 PM Build (WITH IMPROVEMENTS)			
Lane	Storage (ft)	LOS	Delay (sec/veh)	v/c	95th %ile Queue (ft/ln)	Lane	Storage (ft)	LOS	Delay (sec/veh)	v/c	95th %ile Queue (ft/ln)
EBL	300*	D	36.4	0.56	189	EBL	300*	E	58.0	0.87	273
EBTR	300*	D	37.5	0.74	261	EBTR	300*	C	28.7	0.30	271
EB APP	-	D	37.2	-	-	EB APP	-	D	45.9	-	-

-Based on the current 2045 No Build projections the intersection will improve efficiency by 13 seconds or approximately 30% reduction in delay at the light in the AM peak condition and 7.4 seconds or approximately 15% in the PM peak conditions with the proposed John Gray road improvements.

Figure 3-4. Future Land Use Map

Legend

Future Land Use

- Suburban Neighborhood Single Family
- Medium Density Residential
- High Density Residential
- Office
- Neighborhood Commercial
- General Commercial
- Mixed Use
- Light Industrial
- Mixed Use Industrial
- Parks, Recreation and Open Space
- Public
- Semi-Public Institutional
- Waterways

Future Land Use

PROJECT
LOCATION



Fairfield Forward Comprehensive Plan

According to the plan, the city should continue to be a residential community with a mix of suburban single-family neighborhoods and higher density housing closer to mixed-use and commercial centers. Three areas have been identified as appropriate locations for walkable, higher density, mixed-use development: Town Center, the John Gray/Pleasant area, and the South Gilmore/Mack area. Detailed small area plans have been developed for each of these areas beginning on page 39. General commercial uses, such as shopping centers and auto-oriented

p. 10

be sustainably designed. Incorporating housing into mixed-use developments in the Town Center, John Gray/Pleasant, and South Gilmore/Mack areas will create new opportunities for Fairfield residents to live in walkable neighborhoods near jobs and activities and

p. 14

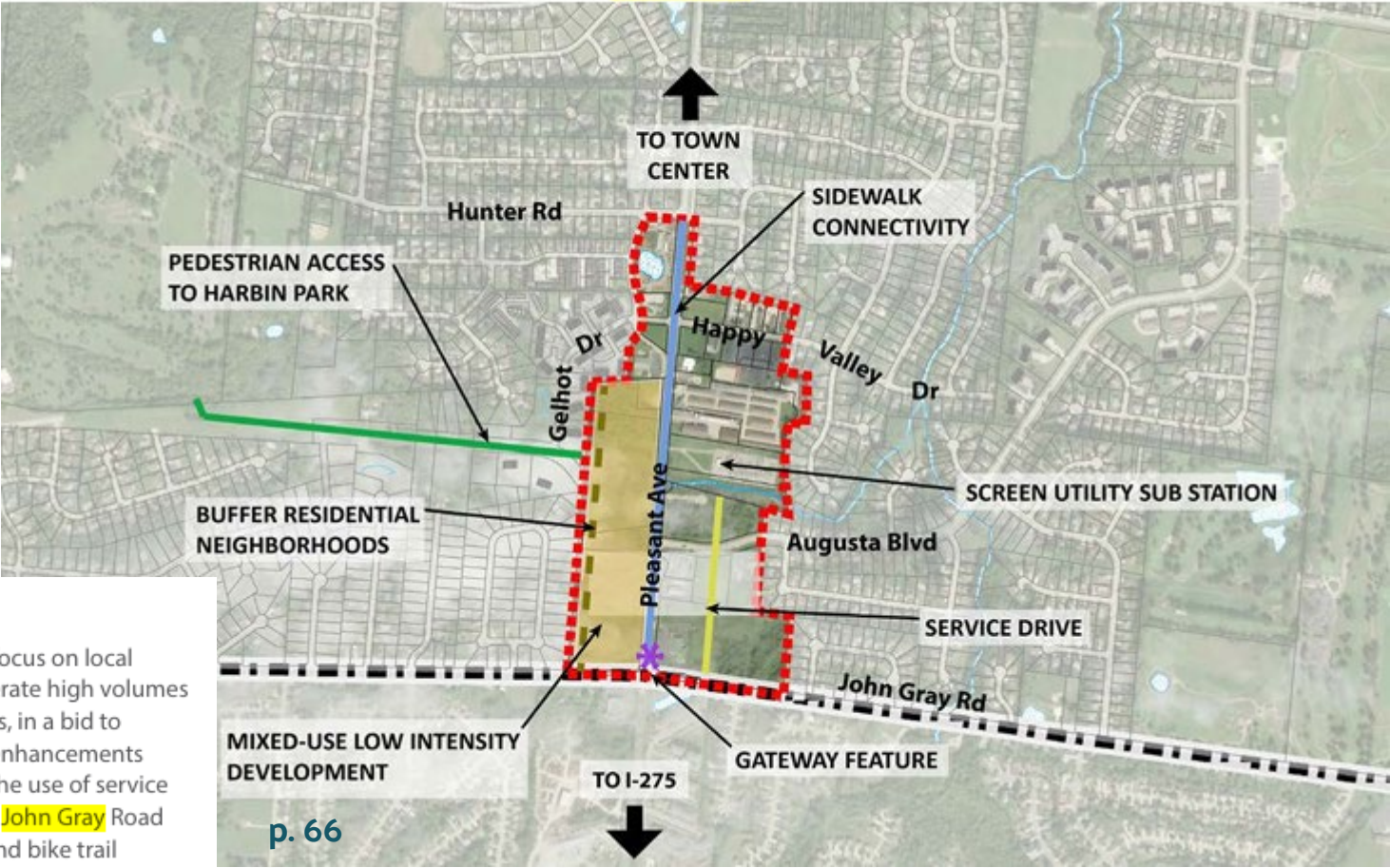


John Gray/Pleasant Vision

The **John Gray** Road/Pleasant area is a main gateway into Fairfield, providing access to many of the city’s residential neighborhoods, parks, and the Town Center, that will be a well-designed, small-scale mixed-use area supported by low intensity retail and services that support the surrounding neighborhoods, and low to medium density residential uses.

p. 62

Figure 4-10. Key Recommendations — **John Gray**/Pleasant



p. 66

John Gray/Pleasant Future Land Use

The following page represents the future land use pattern for the **John Gray**/Pleasant area. This location is the smallest of the four small areas, representing approximately 88 acres. It is also surrounded by well-established residential development on all four sides. Because of this, and because it is a gateway into Fairfield, well designed, mixed-use development is encouraged for this area that includes neighborhood retail, service, office and residential uses in a coordinated manner with limited curb cuts. This will ensure the most efficient and economical use of this area upon development and redevelopment.

Residents stated during the public input process that they would like to see the low intensity scale

maintained in the long-term, with a focus on local businesses over those uses that generate high volumes of traffic, such as fast food restaurants, in a bid to minimize traffic congestion. Ideally, enhancements to the traffic circulation will include the use of service drives behind businesses that access **John Gray** Road supplemented with more sidewalk and bike trail connections that link the adjacent neighborhoods to new business development.

Figure 4-10 identifies key recommendations for this corridor. Figure 4-11 identifies the proposed future land use for the **John Gray**/Pleasant area. Existing zoning, for reference, is located in the Land Use and Zoning chapter in Figure 3-5.

p. 66

GOAL JGP 2 Undertake a comprehensive approach to the design of pedestrian, bicycle, and vehicular traffic flow through this area.

- **Policy 2.1** Provide pedestrian and bicycle connectivity to, within, and through this area with sidewalk and pathway systems.
- **Policy 2.2** Provide pedestrian and bicycle connectivity to Harbin Park through this area.
- **Policy 2.3** Encourage the use of service streets that provide access to and from land uses off John Gray Road to keep the number of curb cuts at a minimum.

p. 64 – These goals are met based on the current design and layout of the project.

- **Policy 3.5** Encourage the coordinated planning of the parcels on the west side of Pleasant Avenue that avoids a piecemeal approach to development.

p. 64 – The proposed planned unit development meets this goal for the entire site and avoids a piecemeal development.

GOAL JGP 4 Encourage small-scale land uses that provide a wide variety of goods, services, and opportunities for all ages, with a focus on local businesses.

p. 65 – The commercial portion will be limited to neighborhood commercial uses and meets this goal.

GOAL JGP 5 Establish strong buffering requirements between nonresidential uses and any existing residential neighborhoods to protect residential property values and their quality of life.

p. 65 – This development is providing a significantly larger buffer than the 20 foot buffer required by code.

-Our proposed development works to address all of the items highlighted by the John Gray/Pleasant Small Area Plan. This plan addresses the most critical items in the plan and meets the Cities stated goals for the area while significantly improving the traffic congestion issues at John Gray and Pleasant Avenue.



Conclusion

As we have shown through the City of Fairfield's approved governing document's we are meeting the City's stated goals in activating the northwest corner of the Pleasant Avenue and John Gray intersection. We look forward to answering any questions.

Questions?



SCHNICKE
DEVELOPMENT GROUP

Thank You!

08/27/25 Planning talking points Condo Units:

- First off, I want to tell the committee I was in the same ballpark as Tanner Meyers that being “we’re close”, going into the Planning meeting 08/13/25
 - My stance changed 180° since that meeting as it’s my understanding the developer is not willing to change current plans based on community input with exception of the 10% renter’s clause ... therefore traffic entrance/exit John Gray ... correct?
 - So, my #1 and most pressing issue is the plans to route traffic entrance/exit for 80% of the condo home owners to John Gray Rd.
 - I live on Carousel Circle
 - I feel like it is a safety issue especially for the children and in fact for the entire surrounding area, Currently, that intersection is a cluster.
 - I have also heard a lot of people talk about Fairfield Forward. So, I looked into it:
 - It is a document that embodies the vision for Fairfield
 - Vision Statement
 - John Gray/Pleasant doc
 - John Gray/Pleasant Goals document
 - Future Land Use
 - I counted the houses on Carousel Circle & Robert E. Lee. If you include the condos letting out onto John Gray it’s like having 4 streets letting out on Butler County side of John Gray within .3 miles.
 - The “Welcome to Fairfield” would be backed up traffic on Hamilton Ave, with condo owners coming off 275 in Hamilton County going North and trying to turn left at John Gray with a 2-car queueing left turn lane.
- I have spoken to several people who ask me who I am. I tell them a NOBODY but I am a home owner in the area just like them who utilizes John Gray Rd/Pleasant
- In closing
 - Now, with a show of hands how many here agree with some or all of my assessment
 - Who disagrees and you’re allowed to disagree

Thank you,

Gary Webb
54 Carousel Circle
Fairfield, OH 45014
513-829-7195 (landline)

Traffic eastbound (approaching Pleasant Ave.) John Gray prior to Pleasant 07/23/25 approx. 6pm. Sign approx. 525'

Traffic heading westbound John Gray (approaching Pleasant Ave.) and traffic back-up north and south bound on Hamilton Ave/Pleasant and with cars pulling out of Augusta Blvd



VISION STATEMENT

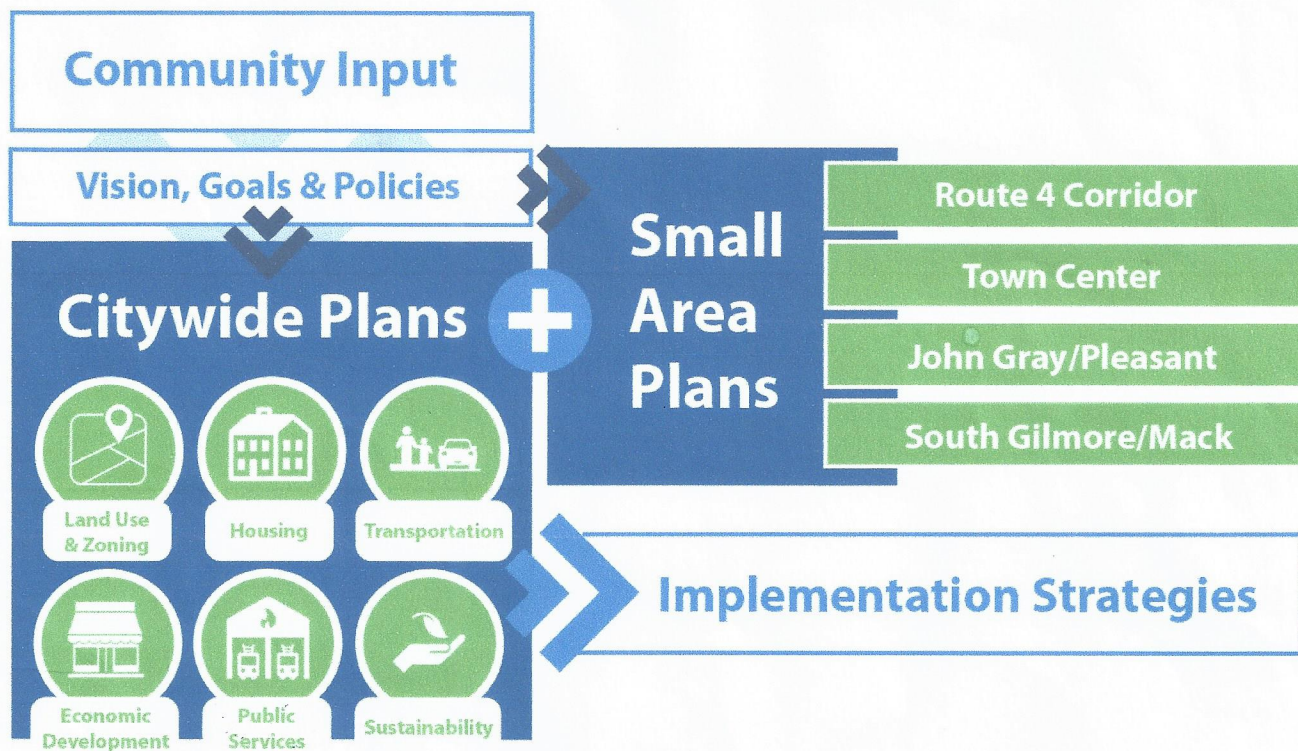
Fairfield is a vibrant and diverse city that values safe neighborhoods and a strong sense of community for all residents and businesses. Our public services are known for fostering a high quality of life, making Fairfield stand out as a desirable place in which to live, work, visit, and do business.

The vision of Fairfield Forward is to carry forward these key characteristics while embracing the diversity of the city and the versatility needed to adapt so that the city can welcome new investment and redevelopment that only strengthens these qualities.

The plan addresses elements controlled directly by the City of Fairfield, such as public services and regulations, as well as policy initiatives that encourage individual community members and private property owners to help realize the overall vision. It is organized by topic area:

- Land Use and Zoning (page 15)
- Small Area Plans (page 39)
- Housing and Neighborhoods (page 81)
- Transportation (page 93)
- Economic Development (page 109)
- Public Services (page 125)
- Sustainability (page 141)

Each chapter provides an overview of existing conditions, a set of goals and policies, future plans, and implementation strategies for that topic area. This executive summary provides an overview of key information and initiatives from the plan.



3. John Gray/Pleasant

What We Heard



- There is a need for more sidewalks and bike trail connections through the area
- Avoid fast-food restaurants, auto-related uses, and large-scale buildings
- Maintain a residential buffer for any development along the west side of Pleasant Avenue
- Create stronger design standards to make sure new buildings have a quality design
- Establish a physical gateway presence in this location

The John Gray/Pleasant area is a small-scale gateway into Fairfield that directly links Interstate 275, 1.5 miles to the south, with the Town Center via Pleasant Avenue. This entrance also provides more direct access to residential neighborhoods without the heavier commercial traffic found on Route 4 and South Gilmore Road, with many residents using Pleasant Avenue as their primary access road to the city.

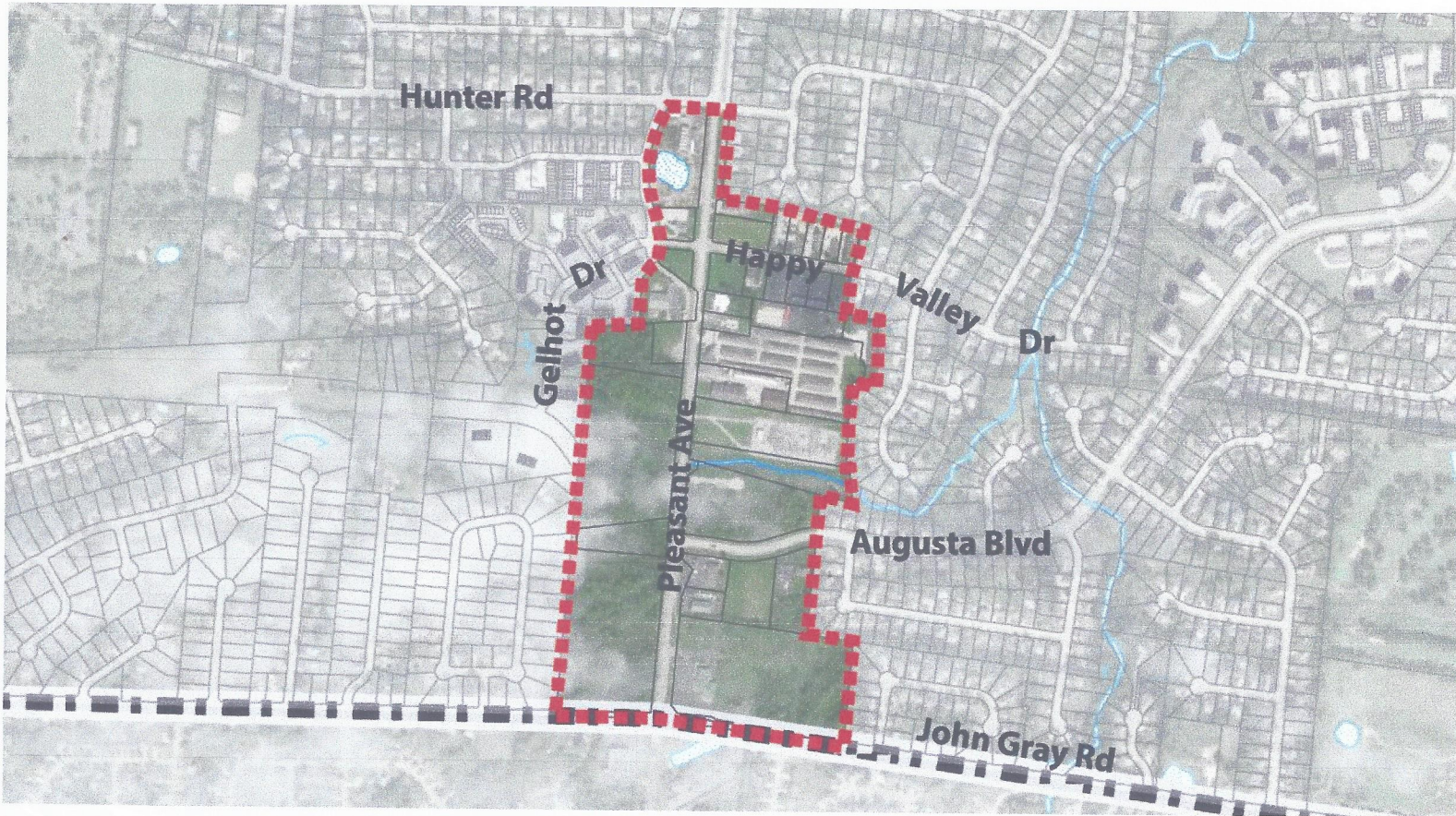
Residents noted during public input that the intersection of Pleasant Avenue and John Gray Road is highly congested with lengthy back-ups on Pleasant Avenue during peak hours.

This small area is currently defined by 24 acres of undeveloped land, mainly on multiple contiguous properties on the west side of Pleasant Avenue and several small commercial and office uses are located on the eastern and northern properties of this area. The primary zoning in this area is C-1 (Neighborhood Business) and B-1 (Institutions and Office), allowing for the continuation of these small-scale uses.

John Gray/Pleasant Vision

The John Gray Road/Pleasant area is a main gateway into Fairfield, providing access to many of the city's residential neighborhoods, parks, and the Town Center, that will be a well-designed, small-scale mixed-use area supported by low intensity retail and services that support the surrounding neighborhoods, and low to medium density residential uses.

Figure 4-9. John Gray/Pleasant Study Area



John Gray/Pleasant Goals

GOAL JGP 1 Provide a comprehensive, safe, convenient, well-balanced and financially feasible transportation system.

- **Policy 1.1** Require developers to participate in infrastructure improvements as new development occurs.
- **Policy 1.2** Require all new development that generates 100 or more peak hour trips to submit a traffic impact study for city review and require the developer to participate in improvements to help reduce congestion at AM and PM peak hours that may be further worsened by new development. *PIC*
- **Policy 1.3.** Coordinate roadway improvement projects within the Pleasant/Hamilton Avenues corridor with Hamilton County and the Ohio Department of Transportation.

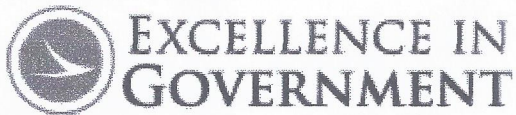
webbhousehold@fuse.net

From: Michael.Schmidt@dot.ohio.gov
Sent: Thursday, August 21, 2025 12:47 PM
To: webbhousehold@fuse.net
Cc: Kathleen.Fuller@dot.ohio.gov; Brian.Cunningham@dot.ohio.gov
Subject: RE: Contact Center Inquiry - ID: 1373449414

Good afternoon Gary,

According to my planning department we were not contacted by the City of Fairfield. I was also informed that they aren't technically required to contact us due the development being in the city limits. They maintain the signal and the access points so ODOT wouldn't need to be involved.

Michael Schmidt
Administrative Professional 2
513-933-6568
505 S. State Route 741
Lebanon, OH 45036



From: noreply@formstack.com <noreply@formstack.com>
Sent: Thursday, August 21, 2025 11:26 AM
To: DOT D08 PIO <D08.PIO@dot.ohio.gov>
Subject: Contact Center Inquiry - ID: 1373449414

This inquiry was submitted through the ODOT Contact Center by michael.schmidt@dot.ohio.gov.

If you have received this message, **action is required** on your part. If you believe the message was routed erroneously, please forward to contactodot@dot.ohio.gov.

Inquiry Category: General Questions & Other
County: Butler
Roadway:

Inquiry Details:

Gary Webb wanted to know if we had been contacted by the City of Fairfield regarding a condominium project on John Gray Rd. according to their guidelines.

Action Required:

Gary Webb wanted to know if we had been contacted by the City of Fairfield regarding a condominium project on John Gray Rd. according to their guidelines.

Customer Information:

Gary Webb
(513) 829-7195
webbhousehold@fuse.net

Submission ID: 1373449414 **Submission Time:** Aug 21, 2025 11:26 AM

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

John Gray/Pleasant Future Land Use

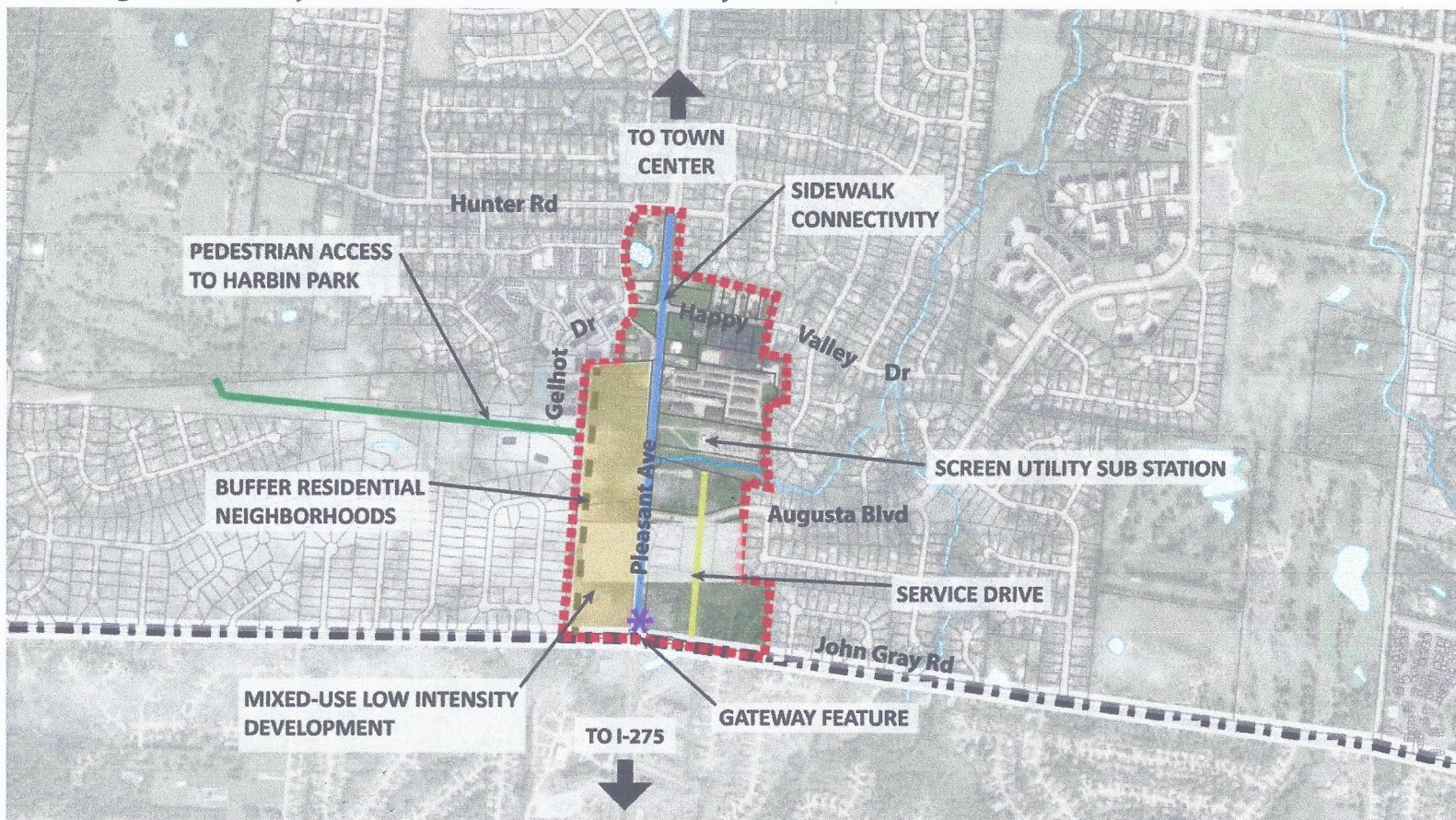
The following page represents the future land use pattern for the John Gray/Pleasant area. This location is the smallest of the four small areas, representing approximately 88 acres. It is also surrounded by well-established residential development on all four sides. Because of this, and because it is a gateway into Fairfield, well designed, mixed-use development is encouraged for this area that includes neighborhood retail, service, office and residential uses in a coordinated manner with limited curb cuts. This will ensure the most efficient and economical use of this area upon development and redevelopment.

Residents stated during the public input process that they would like to see the low intensity scale

maintained in the long-term, with a focus on local businesses over those uses that generate high volumes of traffic, such as fast food restaurants, in a bid to minimize traffic congestion. Ideally, enhancements to the traffic circulation will include the use of service drives behind businesses that access John Gray Road supplemented with more sidewalk and bike trail connections that link the adjacent neighborhoods to new business development.

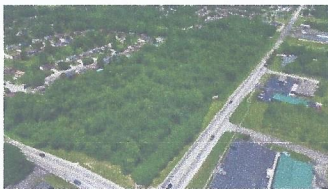
Figure 4-10 identifies key recommendations for this corridor. Figure 4-11 identifies the proposed future land use for the John Gray/Pleasant area. Existing zoning, for reference, is located in the Land Use and Zoning chapter in Figure 3-5.

Figure 4-10. Key Recommendations — John Gray/Pleasant

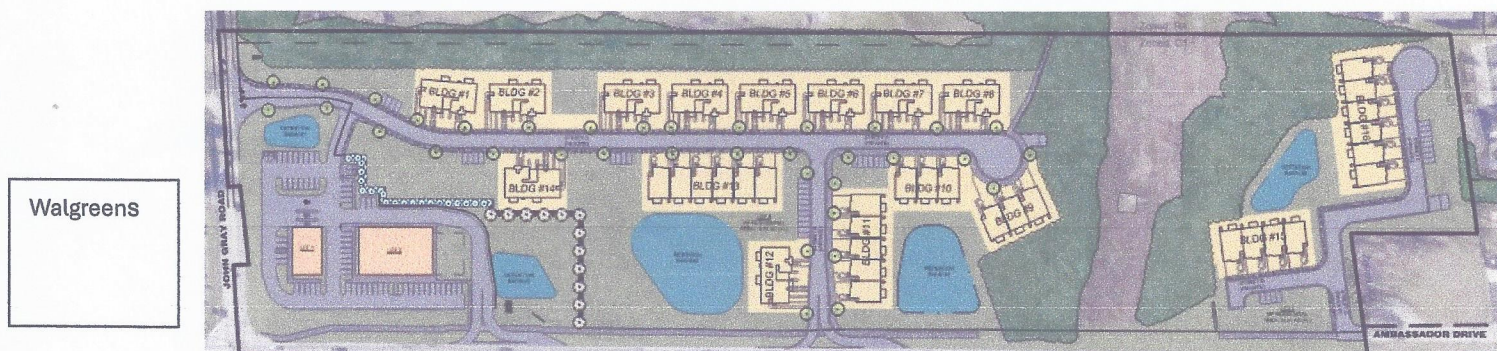




104 condo unit planned for John Gray Road & Pleasant green space corner
Planning Meeting 08/27/2025 6pm FAIRFIELD MUNICIPAL BUILDING, 5350 Pleasant Ave,
Fairfield, OH 45014

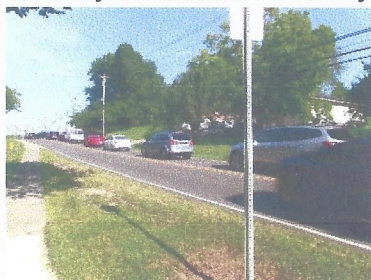


Please join us and support the local community surrounding the area of John Gray Road & Pleasant Ave. to **STOP the planned condo development at the proposed site across from WALGREENS.**



Reasons to condemn this project:

1. The proposed entrance/exit on John Gray Road will cause tremendous traffic in the area as condo owners will experience gridlock exiting the complex
2. Accident problems for all citizens that use John Gray/Pleasant/Hamilton Ave. intersection from Butler Country or Hamilton Country with additional condo traffic



John Gray traffic eastbound (approaching Pleasant Ave.) 07/23/25 6pm. Sign 525' from intersection so back up 500'

- 3.
4. Schnicke Development Group will not alter traffic plans per community input (the Group is determined to exit condo traffic onto John Gray)
5. Additional traffic backup on Hamilton Ave. heading North into Fairfield
6. No effort has been made to contact Hamilton County citizens/residences along John Gray Road to inform them of this project (traffic that will impact them as well)
7. The small left turn lane (2 cars) turning West onto John Gray where condo owners will need to turn if coming off 275 or from the south into Fairfield. This will be additional impact to the intersection

Please think about how this will impact you and your family and join us to say NO!

Please contact Fairfield 4th Ward Councilmember Adam Kraft akraft@fairfieldoh.gov if you would like to voice your opposition to this project. Please do not hesitate to share this with neighbors! Thank you!



**City Council Communication
Regular Meeting - September 22, 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 - Third reading
- Motion - Adoption

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:

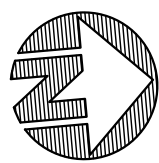
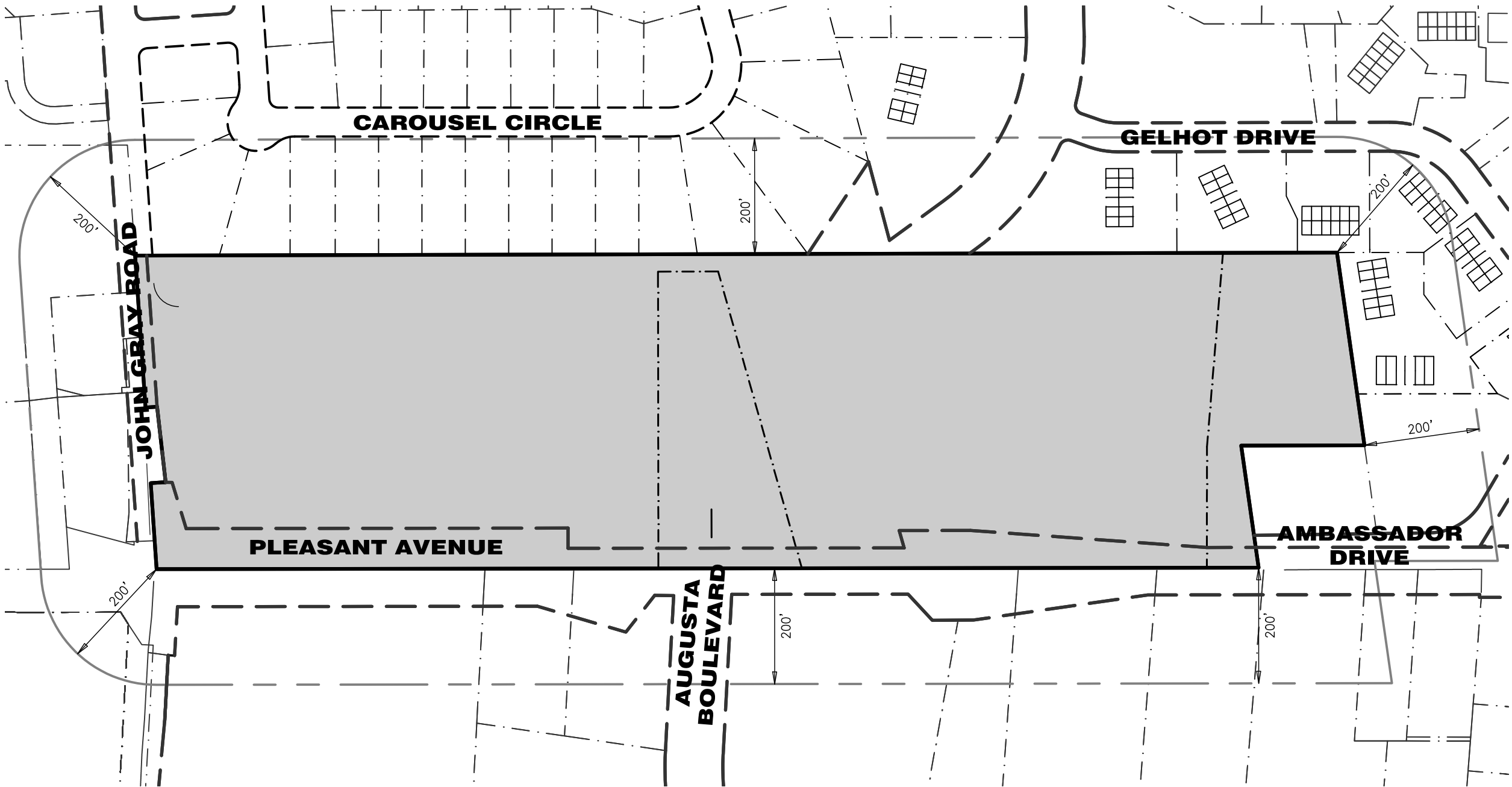
No.

ATTACHMENTS:

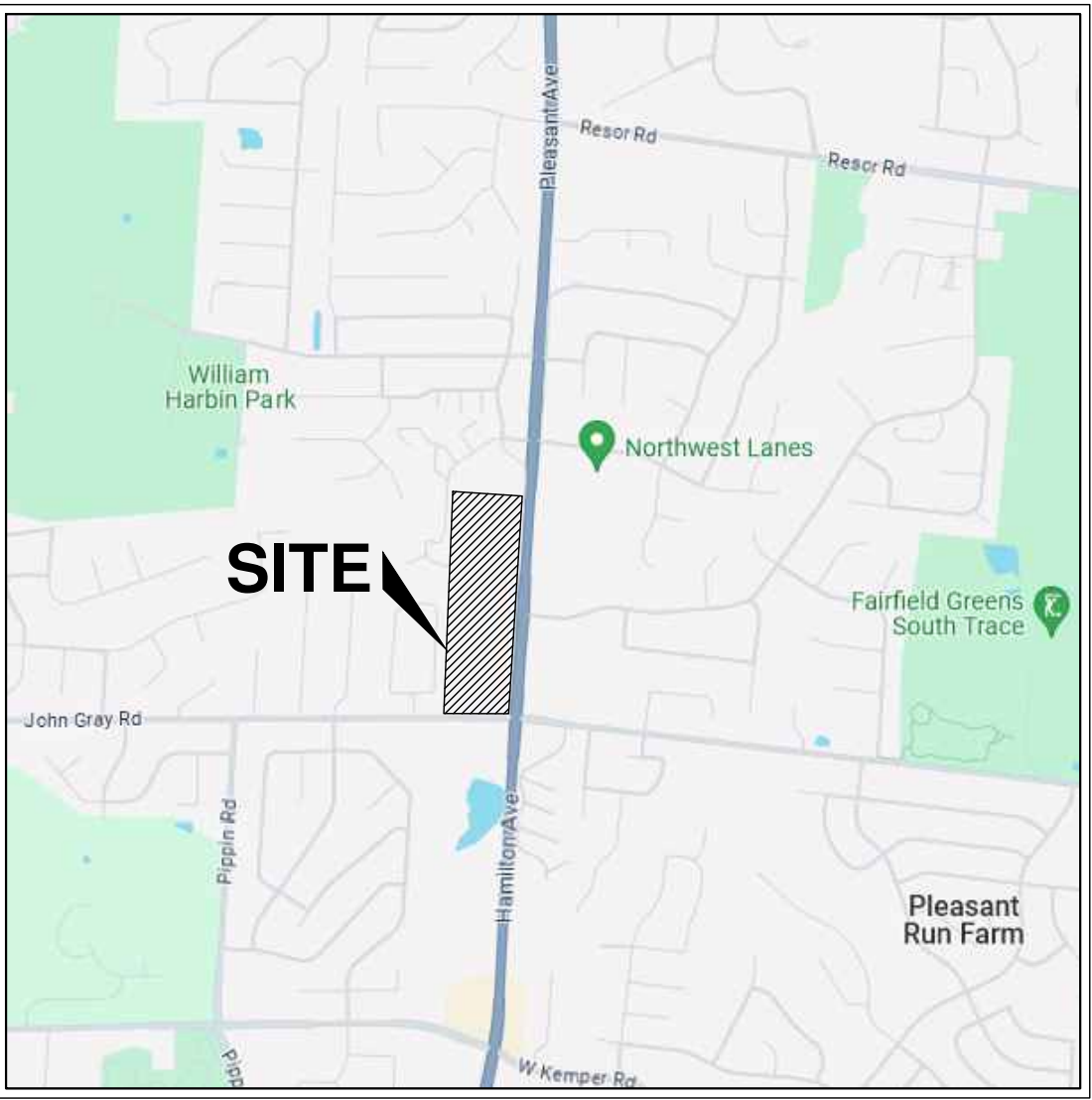
1. 25-0118 John Gray and Pleasant Avenue PUD Concept Plan 250630 (1)
2. CONCEPT DEVELOPMENT PLAN PLEASANT JOHN GRAY-ORD
3. John Gray_Pleasant PUD 8.27.25

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

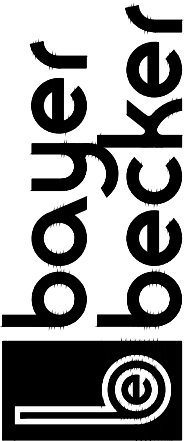
INDEX OF SHEETS

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

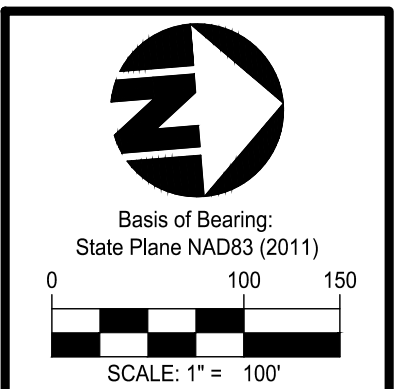
Drawn by: AOG

Checked By: CJO

Issue Date: 06-30-25

Sheet:

C1.0

[illegible]

OVERALL PROPERTY SUMMARY

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

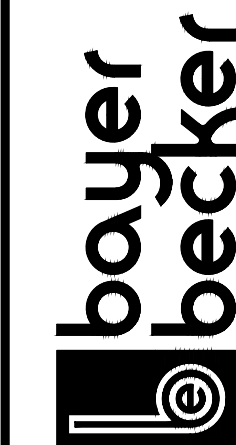
TOTAL AREA: 24.083 AC

EXISTING ZONING: C-1, NEIGHBORHOOD BUSINESS DISTRICT
EXISTING USE: VACANT

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

EXISTING CONDITIONS PLAN



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

Drawing:

Drawn by: AOC

Checked By: CJC

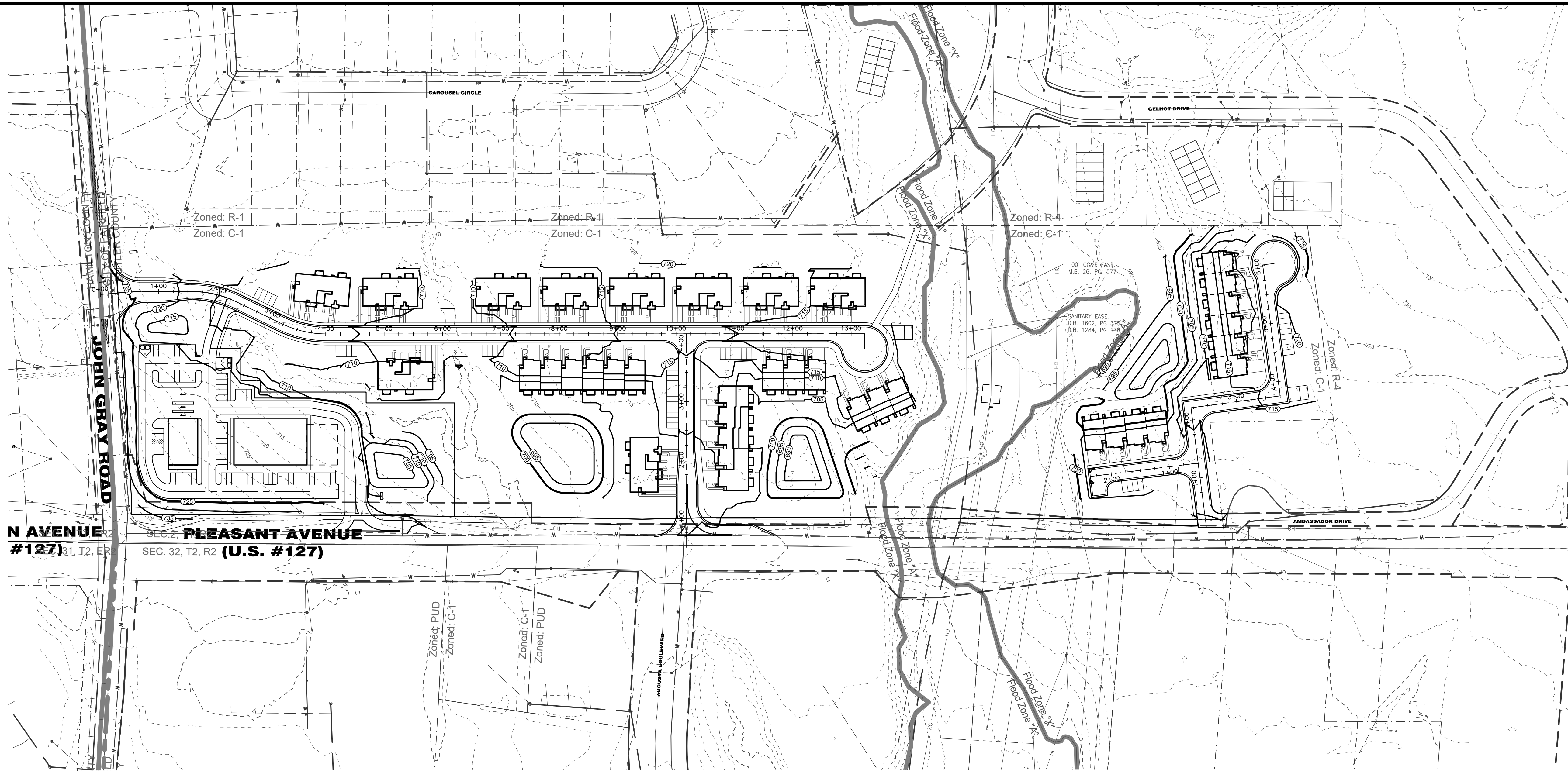
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Page 123 of 123



Basis of Bearing:
State Plane NAD83 (2011)



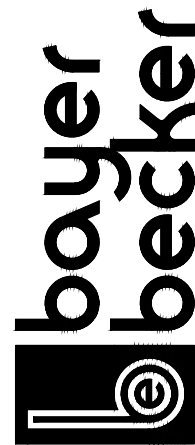
SCALE: 1" = 100'

[illegible]

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

PRELIMINARY GRADING PLAN



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason OH 45040 - 513 336 6600

Drawing: 25-0118 GF

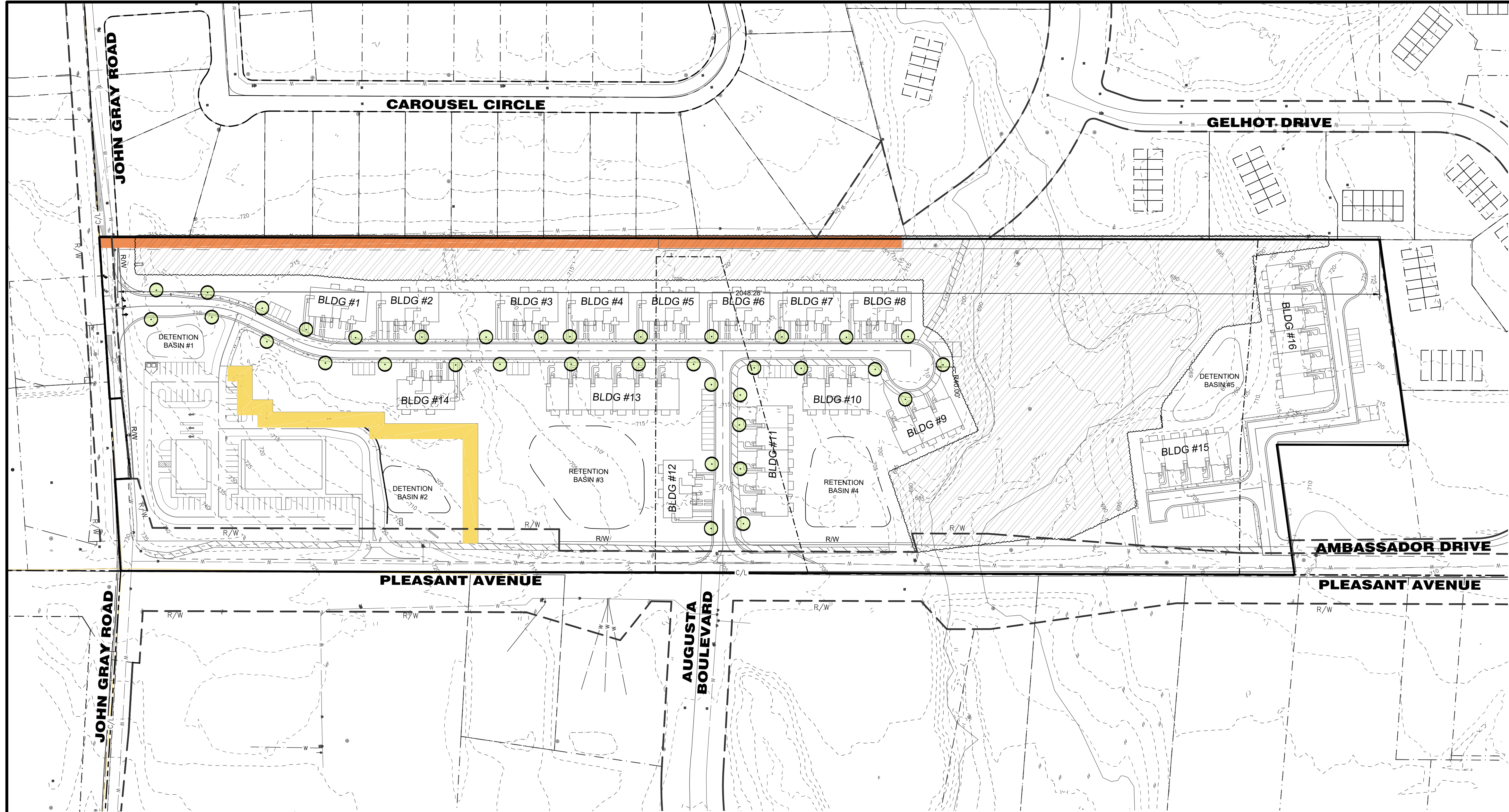
Drawn by: AJW

Checked By: CJO

Issue Date: 06-30-25

Sheet:

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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
- (a) 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.

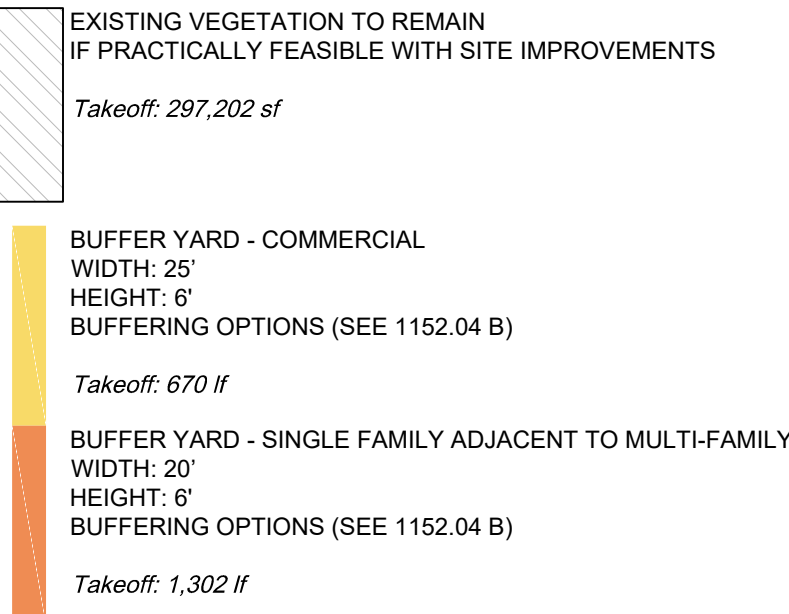
OTHER REGULATIONS

- (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 FRONTS, 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

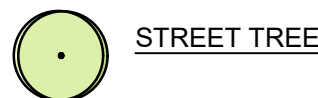
RESIDENTIAL PUD DEVELOPMENT STANDARDS

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



DEPARTMENTAL CORRESPONDENCE

To: Mayor Rhodus and City Councilmembers
From: Scott Lepsky, Planning Commission Chairman
Subject: Planning Commission Recommendation
Date: 8/28/25

Please be advised that at the Planning Commission meeting held on Wednesday, August 27, 2025, the Planning Commission voted 4-2 to recommend denial of the Concept Plan for a PUD for a mixed-use development at the northwest corner of John Gray Road and Pleasant Avenue.



Scott Lepsky, Chairman
Fairfield Planning Commission

cc: Scott Timmer, City Manager
Alisha Wilson, Clerk of Council
Steve Wolterman, Law Department



**City Council Communication
Regular Meeting - September 22, 2025**

Submitted by: Alisha Wilson, Clerk of Council
Department: Public Utilities

Subject:

Update water and sewer rates and utility charges

Legislation Title:

Ordinance to amend subsection 921.04(a), License; Bonding Requirements, subsection 921.05(f), Inspection of Meters, subsection 921.06(a), Special Meters, subsection 921.07(a), Application for Water Service; Fee, subsection 921.08 Water Rates, subsection 921.12(b), Cross-Connection Control; Water Quality Backflow Protection, and subsection 925.08(b)(1) Sewer User Rates of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

- Legislation - Second Reading

Recommendation:

It is recommended that City Council authorize an amendment of the rates charged for water service under Chapter 921.08 (appendices B to F) of the Codified Ordinances of the City of Fairfield, Ohio, as well as an amendment of the rates charged for sewer service under Chapter 925.05(e), and Chapter 925.08(b) and Tables A to E of the Codified Ordinances of the City of Fairfield, Ohio, as well as proposed language change and charges for Chapters 921.04(a), 921.05(f), 921.06(a), 921.07(a) and 921.12(b) of the Codified Ordinances of the City of Fairfield, Ohio.

Discussion:

Current water and sewer rates were established in 2021, and extend through 2025.

In the summer of 2025, City staff worked with financial consultants from Stantec to develop a comprehensive financial plan and prepare recommended utility rate adjustments for years 2026 through 2030. Findings and rate recommendations from this work were presented to City Council on 9/8/2025, and Stantec's final technical report is attached here for review.

The recommended water and sewer rate increases will assure long-term financial stability for the Public Utilities Department and provide revenue for critical infrastructure maintenance, while at the same time keeping rates stable and extremely competitive relative to other municipal utility operators in Southwest Ohio.

The recommended rate increases include increases to both user fees and infrastructure surcharge fees (see attached). City staff also recommends adjustments to costs associated with license bonding requirements, inspections of meters, fire hydrant meter rental, application for water

service, and backflow non-compliance.

The attached table summarizes the proposed water and sewer user fee and infrastructure surcharge fee changes, as well as the impact of the changes on the average Fairfield utility customer.

Financial Impact:

The financial impact of these recommended adjustments will be the assurance of continued financial stability and transparency for the Public Utilities Department – so that the Department can continue to fulfill its mission by:

Protecting Public Health
Protecting Public Safety
Protecting the Environment

Emergency Provision:

No

Rule Suspension Requested:

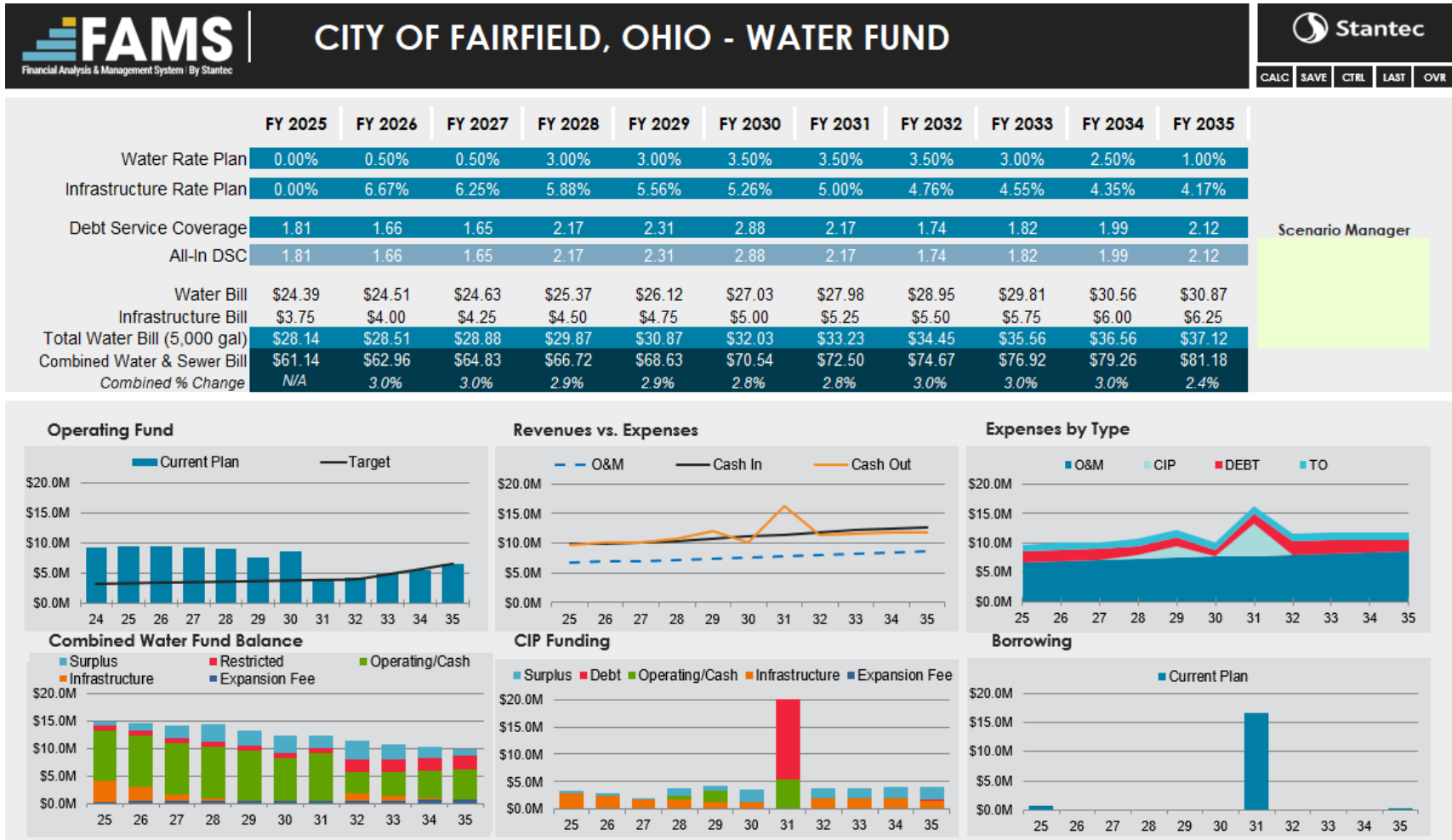
No

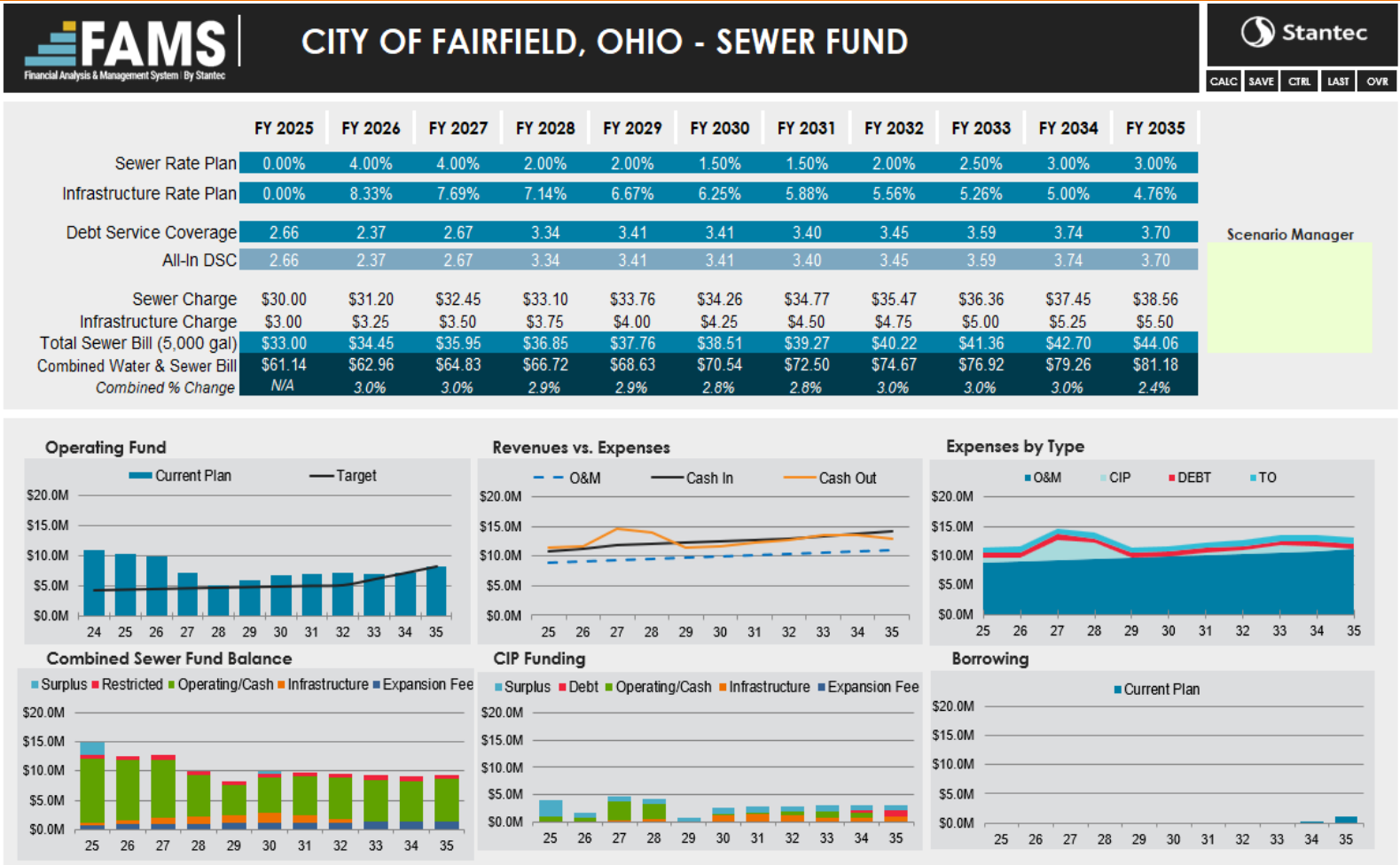
ATTACHMENTS:

1. Water Rates 2026-2030
2. Sewer Rates 2026-2030
3. fy2025_water_and_wastewater_utility_rate_analysis_final_report_
4. WATER AND SEWER RATE-ORD
5. WATER AND SEWER RATE-EXHIBIT A

FAMS - Control Panel

Schedule 7







City of Fairfield, OH

2025 Water and Wastewater Utility Rate and Fee Study Final Report

August 28, 2025





August 28, 2025

Mr. Adam Sackenheim
Assistant City Manager
City of Fairfield
5021 Groh Lane
Fairfield, Ohio 45014

Re: Final Report – City of Fairfield 2025 Water and Wastewater Utility Rate Analysis

Dear Mr. Sackenheim,

Stantec is pleased to present this Final Report for the Water and Wastewater Utility Rate Analysis (Study) completed for the City of Fairfield, Ohio (City) water and sewer systems. We appreciate the fine assistance provided by you and all of the members of the City staff who participated in the Study.

If you or others at the City have any questions, please do not hesitate to call me at (330) 271-9125 or email me at carol.malesky@stantec.com. We appreciate the opportunity to be of service to the City, and look forward to the possibility of doing so again soon.

Sincerely,

A handwritten signature in blue ink that reads "Carol F. Malesky".

Carol Malesky
Senior Principal

1001 Lakeside Ave. East Suite 1600
Cleveland, Ohio 44114
(330) 271-9125
carol.malesky@stantec.com

Enclosure

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1. INTRODUCTION

On behalf of the City of Fairfield, Ohio (“City” or “Utility”), Stantec Consulting Services Inc. (Stantec) has completed the 2025 Water and Wastewater Utility Rate Analysis (Study) for the City’s water and sewer enterprise funds. This report describes in detail the assumptions, procedures, and results of the Study.

1.1 BACKGROUND

The City has a history of varying water and sewer rate increases. The City implemented modest increases between 2007 and 2016 (about 4% per year) and higher increases between 2017 and 2020 (ranging from 5-9.9% per year). There have been steadier increases from 2021 to 2025, at 3.5% per year. The City has made efforts to decrease costs where possible; however, rate increases have been needed in recent years to fund capital improvements and keep pace with overall increases in operating costs. The City engaged Stantec in 2025 to conduct this Study to perform a rate evaluation and make recommendations that will allow the City to support its capital infrastructure needs and financial targets in the future while minimizing overall rate impacts on its customers.

1.2 OBJECTIVE

The primary objective of this Study can be summarized in the following component:

- **Develop a Multi-Year Financial Plan** to evaluate whether the Utility’s water and sewer rates will provide adequate revenues over a multi-year projection period to meet its financial requirements, including operating costs, capital improvement costs, and debt service expenses. As part of the financial plan, results were evaluated against industry performance metrics.

2. FINANCIAL PLAN

2.1 DESCRIPTION

This section presents the financial management plan and corresponding plan of water and sewer rate adjustments developed as part of the Study. The following sub-sections of the report present a description of the source data, assumptions, and results of the Study, while Appendices A and B include supporting schedules for the financial management plan identified in this report of the water and sewer systems, respectively.

During the Study, Stantec reviewed alternative multi-year financial management plans and corresponding water and sewer rate revenue adjustment plans through several interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs or assumptions upon key financial indicators, as well as the annual water and sewer rate revenue adjustments that will allow the City to fund its cost requirements throughout the projection period and meet its financial performance goals and objectives.

To begin the Study, Stantec obtained the City's historical and budgeted financial information regarding the operation of its water and sewer systems, as well as historical customer counts and volume. We also obtained the City's multi-year capital improvement programs (CIP), and documented the City's current debt service obligations and covenants, or promises made to lenders, relative to net income coverage requirements. We counseled with City staff regarding other assumptions and policies that would affect the financial performance of the Utility, such as trends in demands, planned customer growth, debt coverage levels, levels of reserves, capital funding sources, earnings on invested funds, and escalation rates for operating costs.

This information was entered into Stantec's proprietary Financial Analysis and Management System (FAMS) interactive modeling system. FAMS produces a ten-year projection of the sufficiency of the revenue provided by the current rates of the system to meet current and projected financial requirements, and determines the level of rate revenue increases necessary in each year of the projection period to satisfy the system's annual financial requirements. The analysis incorporates the City's key objectives: maintaining the water treatment plant within the projected forecast, keeping combined water and sewer bills at or below 3% increases, achieving nine months of O&M by 2035, and minimizing future borrowing for capital projects.

The revenue sufficiency and financial planning analysis uses all projected available funds in each year of the projection period to pay for capital projects. The model is set up to reflect the rules of cash application as defined and applied by City staff, and it produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, or if projects are planned to be debt financed, the model identifies a borrowing requirement to fund those projects. In this way the FAMS

model is used to develop a borrowing program that includes the required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period.

2.2 SOURCE DATA

The following presents the key source data relied upon in developing the financial plan:

2.2.1 Beginning Balances

The FY 2024 cash balances by fund dated December 31, 2024, provided by City staff, was used to establish the beginning FY 2025 balances for the City's Utility systems.

2.2.2 Revenues

The revenues used in the financial plan are based on the FY 2025 Revised Budget and estimates based on FY 2024 actual results. Revenues consist of water and sewer rate revenue, infrastructure charges, expansion fees, interest income, and other minor revenue from miscellaneous fees and charges. Rate revenue is based upon the FY 2025 Revised Budget for water and sewer rate revenue and FY 2024 billed units, adjusted annually to reflect assumed customer growth and changes in demand. Projections of all other revenues reflect the amounts within the FY 2025 Revised Budget, excluding interest income - which was calculated annually based upon projected average fund balances and assumed interest rates¹ - and revenue from expansion fees, which is calculated based on the assumed growth in new accounts and current fees.

2.2.3 Operating Expenditures

The Utility's operating expenditures include all operating and maintenance expenses, transfers, debt service requirements, and minor capital outlay. The financial plan based operating expenditure projections on the individual expense categories and expenses amounts within the FY 2025 Revised Budget, adjusted annually each year thereafter using cost escalation factors that were reviewed with City staff, with the exception of annual debt service expenses, which reflect the expected repayment of each outstanding loan.

2.2.4 Debt Service

The annual debt service schedules for the Utility's existing loans were provided by City staff and included in the financial plan. For the City's outstanding Bond Anticipation Notes (BANs), we assumed that the City would continue to pay the principal on its BANs.

The plan accounts for existing debt obligations across both utility systems, including Smart Meter installations, Water Tower construction, and OPWC 0% loan for the water system, as well as the

¹ Interest income is calculated annually based upon projected average fund balance and assumed interest rate of 0.50% in FY 2025, 0.75% in FY 2026, and 1.00% in each following year of the projection period.

Multipurpose Facility, Smart Meters, and Aeration System Improvements for the wastewater system. In addition, the financial plan includes estimated borrowing to fund a portion of the CIP: for the water system in FY 2025 and FY 2031, and for the wastewater system in FY 2034 – FY 2035.

2.2.5 Capital Improvement Program

City staff provided the multi-year CIP in project level detail from FY 2025 through FY 2029 and FY 2031. Capital expenses in FY 2030 and FY 2032 through FY 2035 are based on projected expenditures and discussions with City staff. Beginning in FY 2025, the financial plan includes an annual cost inflation factor of 3.0% (based upon recent increases observed in the Engineering News Record Construction Cost Index) to account for the inflation in the future cost of construction.

In total, the CIP (including inflation) from FY 2025 – FY 2035 is approximately \$58 million for water and \$33.5 million for sewer. A list of projects and costs by year is included on Schedule 6 of Appendices A and B for the water and sewer systems, respectively.

2.3 ASSUMPTIONS

The following presents the key assumptions used in the financial plan.

2.3.1 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based on a review of historical trends, our industry experience, and detailed discussions with City staff. The specific escalation factors assumed for the various categories of expenses can be found in Schedule 5 of Appendices A and B for the water and sewer systems, respectively.

2.3.2 Customer Growth & Volume Forecast

New connection and sales growth projections were based upon a review of historical data, observance of local environmental and economic conditions, and discussions with City staff regarding the anticipated number of new service connections to the City and trends in water demands. Projected growth in accounts and change in billed volumes are shown in Schedule 1 of Appendices A and B for the water and sewer systems, respectively.

2.3.3 Minimum Reserve Policy

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, projects, task, or legal covenant. These balances are maintained in order to meet short-term cash flow requirements, and at the same time, minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration of developing a utility system multi-year financial management plan.

The financial management plans presented in this report assume that the City will target an Operating Fund balance or reserve equal to at least six months of annual operations and maintenance expenses, increasing to nine months by the end of the projection period. The level of minimum targeted operating reserves is very consistent with 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the AWWA, and 3) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal rating agencies (Fitch, Moody's, and Standard & Poor's).

2.3.4 Debt Service and Coverage

One of the most important covenants the City makes relative to the issuance of debt is debt service coverage. For projected future senior-lien borrowing, we estimate that the City will be obligated to have annual net revenues at least 1.20 times greater than its senior-lien debt service expenses.

It is important to note that these revenue covenants (referred to as debt service coverage requirements) represent the City's minimum requirements. Should the City be unable to meet these requirements, it could be found in technical default. As such, the financial management plan presented for the water and sewer system reflects a minimum debt service coverage ratio for senior lien as well as interim financing that is greater than 1.50 throughout the projection period, which is indicative of a financially healthy or strong utility system per the evaluation criteria published by each of the major municipal utility rating agencies.

2.4 RESULTS

Based upon the data, assumptions, and policies presented, the City's current water and sewer rates will not be sufficient to fund its operating and capital costs in the future. The rate plan shown in Table 2-1 will allow the Utility to have sufficient revenue to meet its ongoing operating, debt service, infrastructure, and other capital expenses over a multi-year projection period (FY 2026 to FY 2035).

Table 2-1 - Recommended Plan of Water & Sewer Rate Revenue Increases

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Water Rate Increase	0.50%	0.50%	3.00%	3.00%	3.50%	3.50%	3.50%	3.00%	2.50%	1.00%
Water Infrastructure Charge Increase (per kgal)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Sewer Rate Increase	4.00%	4.00%	2.00%	2.00%	1.50%	1.50%	2.00%	2.50%	3.00%	3.00%
Sewer Infrastructure Charge Increase (per kgal)	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05

2.5 KEY PERFORMANCE INDICATORS

As part of the Study, Stantec reviewed with City staff the results of the financial plan compared to Key Performance Indicators (KPIs) of the industry, as published by the municipal rating agencies (Fitch, Moody's, and Standard & Poor's). The results are shown in Tables 2-2 and 2-3 for the water and sewer

systems, respectively. Based on the City's ratings, we recommend targeting KPIs in the strong and mid-range. There are many metrics in addition to those shown below that are considered when utilities are rated, however the results that are influenced by the financial plan show that the Utility is within the desired range and demonstrates a favorable near-term and long-term financial performance.

Table 2-2 Water Financial Plan Results Compared to Industry KPIs

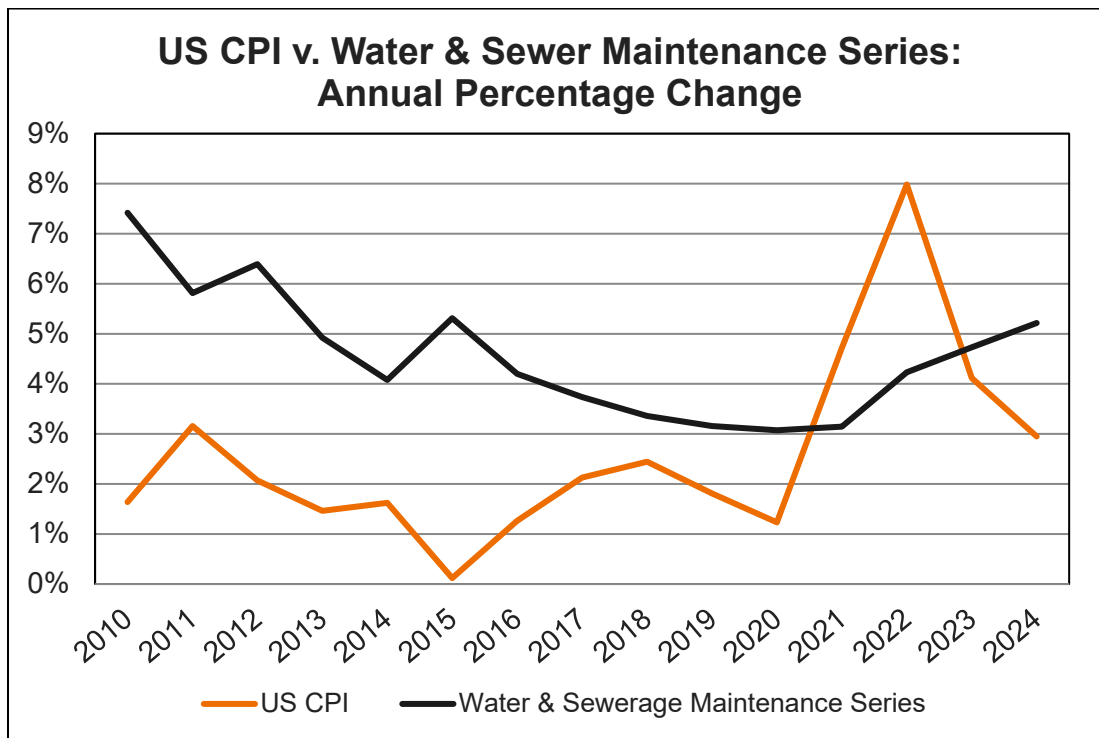
KPI	Stronger	Mid-Range	Weaker	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
% CIP funded by Debt	< 50%	50-90%	> 90%	0%	0%	0%	0%	0%	75%	0%	0%	0%	2%
Cumulative % CIP funded by Debt	< 50%	50-90%	> 90%	0%	0%	0%	0%	0%	40%	36%	33%	31%	29%
All-In Debt Service Coverage	> 2.00	2.00-1.25	< 1.25	1.66	1.65	2.17	2.31	2.88	2.17	1.74	1.82	1.99	2.12
Fixed Revenue % of Total Rate Revenue	> 30%	30-15%	< 15%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Days Cash on Hand	> 250	250-150	< 150	497	482	457	377	417	183	195	214	243	274

Table 2-3 Sewer Financial Plan Results Compared to Industry KPIs

KPI	Stronger	Mid-Range	Weaker	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
% CIP funded by Debt	< 50%	50-90%	> 90%	0%	0%	0%	0%	0%	0%	0%	0%	11%	36%
Cumulative % CIP funded by Debt	< 50%	50-90%	> 90%	0%	0%	0%	0%	0%	0%	0%	0%	1%	4%
All-In Debt Service Coverage	> 2.00	2.00-1.25	< 1.25	2.37	2.67	3.34	3.41	3.41	3.40	3.45	3.59	3.74	3.70
Fixed Revenue % of Total Rate Revenue	> 30%	30-15%	< 15%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Days Cash on Hand	> 250	250-150	< 150	401	279	197	222	245	253	256	242	243	274

2.6 LOCAL & NATIONAL WATER & SEWER COST TRENDS

The levels of the recommended rate adjustments presented are consistent with national trends and our local industry experience. As demonstrated in Figure 2-1, the U.S. Consumer Price Index (CPI) Water & Sewerage Maintenance Series, which measures the average national change in the cost of water and sewer service to households, has risen at an average annual rate of approximately 5% during the past ten years. Moreover, many of our clients across the country are presently experiencing rate increase requirements in the range of 3 to 8% per year.

Figure 2-1 - US CPI and Water & Sewer Maintenance Series Annual Increase

3. SUMMARY

Based upon the analysis presented and the results presented in the prior subsections, the results and recommendations of the Study can be summarized as follows:

- The City's current rate structure achieves fiscal stability and transparency. The proposed rates recommended allow the City to maintain operating targets consistent with industry guidelines.
- The proposed FY 2026 – FY 2035 plan of rate increases shown in Schedule 3 of Appendices A and B for the water and sewer systems, respectively, results in approximately a 2.9% per year overall increase to the typical residential customer's combined monthly bill.
- The proposed FY 2026- FY 2035 plan of infrastructure rate increases will be \$0.05 per kgal per year.

The City should continue to review the financial performance of the water and sewer fund on an annual basis and evaluate rate revenues relative to costs and financial targets. This will allow the City to recognize any deviations in revenues or expenses from the forecasts presented in this Study. Based on these observations, the City can make informed adjustments to its rates, as needed.

Disclaimer

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In preparing this report, Stantec utilized information and data obtained from the City of Fairfield or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Fairfield should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: WATER FINANCIAL PLAN SUPPORTING SCHEDULES

- Schedule 1 Assumptions
- Schedule 2 Beginning Balances
- Schedule 3 Projection of Cash Inflows
- Schedule 4 Projection of Cash Outflows
- Schedule 5 Cost Escalation Factors
- Schedule 6 Capital Improvement Program
- Schedule 7 FAMS Control Panel
- Schedule 8 Pro Forma
- Schedule 9 Capital Project Funding Summary
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- Schedule 11 Interim and Permanent Borrowing Projections
- Schedule 12 Key Performance Indicators

City of Fairfield, Ohio

FY 2025 Water Revenue Sufficiency Analysis
Assumptions & Preliminary Results Workbook



Assumptions**Schedule 1**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
<u>Rate Increase Adoption Date</u>	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035
<u>Annual Growth</u>											
Water											
Ending # of ERUs	14,694	14,719	14,744	14,769	14,794	14,819	14,844	14,869	14,894	14,919	14,944
ERU Growth	N/A	25	25	25	25	25	25	25	25	25	25
% Change in ERUs	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
Usage per ERU (kgal)	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03
% Change in Usage per ERU	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Usage (kgal)	1,769,169	1,772,179	1,775,189	1,778,199	1,781,209	1,784,219	1,787,229	1,790,239	1,793,249	1,796,259	1,799,269
% Change in Usage	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
Infrastructure											
% Change in ERUs	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
% Change in Usage	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
<u>Capital Spending</u>											
Annual Capital Budget (Future Year Dollars)	\$ 3,319,175	\$ 2,898,379	\$ 2,092,572	\$ 3,899,888	\$ 4,155,998	\$ 3,582,157	\$ 22,137,730	\$ 3,800,310	\$ 3,914,320	\$ 4,031,749	\$ 4,152,702
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<u>Expansion Fee</u>											
Water Expansion Fee	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530	\$ 1,530
<u>Average Annual Interest Earnings Rate</u>											
On Fund Balances	0.50%	0.50%	0.75%	1.00%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
<u>Operating Budget Reserve</u>											
Target (Number of Months of Reserve) ¹	6	6	6	6	6	6	6	6	7	8	9
<u>Operating Budget Execution Percentage²</u>											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Variable Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

¹Revenue Fund Operating Budget Reserve balance target assumes Restricted Reserves are not included.

²Execution percentages are applied to operating budget categories based on historical actuals compared to budgets.

FY 2025 Beginning Balances as of 1/1/2025 Schedule 2

Fund Summary

Revenue Fund ¹	\$ 9,260,582
Restricted Reserves (602,606)	899,612
Water Expansion Fee (407)	460,500
Infrastructure Fund (604)	3,698,296
Surplus Fund (605)	592,478
Total Available Funds	\$ 14,911,468

¹Revenue Fund balance reflects beginning cash balance from City Cash Flow projections, less Restricted Reserves.

Projection of Cash Inflows

Schedule 3

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Rate Revenue Growth Assumptions											
Water											
1 % Change in Base Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
2 % Change in Usage Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
Infrastructure											
3 % Change in Base Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
4 % Change in Usage Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%
Assumed Rate Revenue Increases											
5 Assumed Water Rate Increase	0.00%	0.50%	0.50%	3.00%	3.00%	3.50%	3.50%	3.50%	3.00%	2.50%	1.00%
6 Assumed Infrastructure Rate Increase	0.00%	6.67%	6.25%	5.88%	5.56%	5.26%	5.00%	4.76%	4.55%	4.35%	4.17%
Water Rate Revenue											
7 Base Rate Revenue	\$ 3,309,250	\$ 3,331,455	\$ 3,353,799	\$ 3,460,270	\$ 3,570,111	\$ 3,701,309	\$ 3,837,318	\$ 3,978,313	\$ 4,104,552	\$ 4,214,227	\$ 4,263,502
8 Usage Rate Revenue	6,145,750	6,186,987	6,228,483	6,426,216	6,630,206	6,873,860	7,126,447	7,388,295	7,622,739	7,826,422	7,917,932
9 Total Water Rate Revenue	\$ 9,455,000	\$ 9,518,442	\$ 9,582,282	\$ 9,886,486	\$ 10,200,317	\$ 10,575,169	\$ 10,963,765	\$ 11,366,608	\$ 11,727,291	\$ 12,040,650	\$ 12,181,435
Infrastructure Rate Revenue											
10 Base Rate Revenue	\$ 332,500	\$ 355,270	\$ 378,116	\$ 401,037	\$ 424,033	\$ 447,105	\$ 470,252	\$ 493,475	\$ 516,773	\$ 540,146	\$ 563,595
11 Usage Rate Revenue	617,500	659,787	702,215	744,782	787,490	830,337	873,325	916,453	959,721	1,003,129	1,046,677
12 Total Infrastructure Rate Revenue	\$ 950,000	\$ 1,015,057	\$ 1,080,330	\$ 1,145,819	\$ 1,211,523	\$ 1,277,442	\$ 1,343,577	\$ 1,409,927	\$ 1,476,493	\$ 1,543,275	\$ 1,610,272
13 Transfer to Replacement & Improvement Fund	\$ (950,000)	\$ (1,015,057)	\$ (1,080,330)	\$ (1,145,819)	\$ (1,211,523)	\$ (1,277,442)	\$ (1,343,577)	\$ (1,409,927)	\$ (1,476,493)	\$ (1,543,275)	\$ (1,610,272)
Other Operating Revenue											
14 WATER TAPS	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
15 WATER METERS	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
16 WATER SURCHARGE	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
17 MISC REVENUE	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
18 OTHER REV	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
19 TRUST AND AGENCY	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
20 Total Other Operating Revenue	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Interest Income											
21 Unrestricted	\$ 51,715	\$ 55,988	\$ 89,821	\$ 121,405	\$ 142,093	\$ 135,356	\$ 113,079	\$ 89,237	\$ 86,409	\$ 85,000	\$ 82,613
22 Total Interest Income	\$ 51,715	\$ 55,988	\$ 89,821	\$ 121,405	\$ 142,093	\$ 135,356	\$ 113,079	\$ 89,237	\$ 86,409	\$ 85,000	\$ 82,613
23 Total Cash Inflows	\$ 9,906,715	\$ 9,974,430	\$ 10,072,103	\$ 10,407,890	\$ 10,742,410	\$ 11,110,525	\$ 11,476,844	\$ 11,855,845	\$ 12,213,699	\$ 12,525,649	\$ 12,664,048

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	601-60121221												
	Personal Services												
1	601-60121221-211000	SALARY	\$ 142,290	\$ 145,136	\$ 148,039	\$ 150,999	\$ 154,019	\$ 157,100	\$ 160,242	\$ 163,446	\$ 166,715	\$ 170,050	\$ 173,451
2	601-60121221-212100	PERS	19,925	20,324	20,730	21,145	21,567	21,999	22,439	22,888	23,345	23,812	24,288
3	601-60121221-213000	WORK COMP	3,560	3,631	3,704	3,778	3,853	3,931	4,009	4,089	4,171	4,255	4,340
4	601-60121221-214000	HOSPITAL	32,340	32,987	33,647	34,319	35,006	35,706	36,420	37,148	37,891	38,649	39,422
5	601-60121221-214500	MEDICARE	2,065	2,106	2,148	2,191	2,235	2,280	2,326	2,372	2,419	2,468	2,517
6	601-60121221-215000	LIFE INS	455	464	473	483	493	502	512	523	533	544	555
	Operations & Maintenance												
7	601-60121222-221000	TRAINING	\$ 2,750	\$ 2,805	\$ 2,861	\$ 2,918	\$ 2,977	\$ 3,036	\$ 3,097	\$ 3,159	\$ 3,222	\$ 3,287	\$ 3,352
8	601-60121223-231300	POSTAGE	46,750	47,685	48,639	49,611	50,604	51,616	52,648	53,701	54,775	55,871	56,988
9	601-60121223-233400	AUDIT	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752
10	601-60121223-233900	PROF SERV	550	561	572	584	595	607	619	632	644	657	670
11	601-60121223-234100	MAINT EQUI	6,164	6,287	6,413	6,541	6,672	6,806	6,942	7,080	7,222	7,367	7,514
12	601-60121223-238000	PRINTING	36,710	37,444	38,193	38,957	39,736	40,531	41,341	42,168	43,012	43,872	44,749
13	601-60121223-239800	BANK CHG	75,000	76,500	78,030	79,591	81,182	82,806	84,462	86,151	87,874	89,632	91,425
14	601-60121224-241000	OFFICE	2,200	2,244	2,289	2,335	2,381	2,429	2,478	2,527	2,578	2,629	2,682
15	601-60121224-241100	COMP SUPPL	550	561	572	584	595	607	619	632	644	657	670
16	601-60121227-275000	REFUNDS	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190
17	Total 601-60121221		\$ 389,309	\$ 397,095	\$ 405,037	\$ 413,138	\$ 421,401	\$ 429,829	\$ 438,425	\$ 447,194	\$ 456,138	\$ 465,260	\$ 474,565
	601-60161021												
	Personal Services												
18	601-60161021-211000	SALARY	\$ 79,965	\$ 81,564	\$ 83,196	\$ 84,859	\$ 86,557	\$ 88,288	\$ 90,054	\$ 91,855	\$ 93,692	\$ 95,566	\$ 97,477
19	601-60161021-212100	PERS	11,195	11,419	11,647	11,880	12,118	12,360	12,607	12,860	13,117	13,379	13,647
20	601-60161021-213000	WORK COMP	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
21	601-60161021-214000	HOSPITAL	13,200	13,464	13,733	14,008	14,288	14,574	14,865	15,163	15,466	15,775	16,091
22	601-60161021-214500	MEDICARE	1,160	1,183	1,207	1,231	1,256	1,281	1,306	1,332	1,359	1,386	1,414
23	601-60161021-215000	LIFE INS	350	357	364	371	379	386	394	402	410	418	427
	Operations & Maintenance												
24	601-60161021-219001	AUTO ALLOW	\$ 600	\$ 612	\$ 624	\$ 637	\$ 649	\$ 662	\$ 676	\$ 689	\$ 703	\$ 717	\$ 731
25	601-60161021-219004	CELL ALLOW	630	643	655	669	682	696	709	724	738	753	768
26	601-60161022-221000	TRAINING	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
27	601-60161023-231200	COMM	500	510	520	531	541	552	563	574	586	598	609
28	601-60161023-231300	POSTAGE	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
29	601-60161023-233300	ENGINEER	62,922	64,180	65,464	66,773	68,109	69,471	70,860	72,278	73,723	75,198	76,702
30	601-60161023-233900	PROF SERV	98,500	100,470	102,479	104,529	106,620	108,752	110,927	113,146	115,408	117,717	120,071
31	601-60161023-234100	MAINT EQUI	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
32	601-60161023-234300	SOFTWARE	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657
33	601-60161023-236000	ADVERTISE	350	357	364	371	379	386	394	402	410	418	427
34	601-60161023-239200	DUES	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
35	601-60161024-241000	OFFICE	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
36	601-60161024-241100	COMP SUPPL	1,200	1,224	1,248	1,273	1,299	1,325	1,351	1,378	1,406	1,434	1,463
37	601-60161024-241200	NON CAP	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
38	601-60161024-242200	APPAREL	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
39	601-60161024-244100	SUPPLIES	500	510	520	531	541	552	563	574	586	598	609
40	601-60161025-253300	OFFICE FU	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
41	601-60161025-253400	COMP EQUIP	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
42	Total 601-60161021		\$ 288,072	\$ 293,833	\$ 299,710	\$ 305,704	\$ 311,818	\$ 318,055	\$ 324,416	\$ 330,904	\$ 337,522	\$ 344,273	\$ 351,158

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	601-60161121												
	Personal Services												
43	601-60161121-211000	SALARY	\$ 281,280	\$ 286,906	\$ 292,644	\$ 298,497	\$ 304,467	\$ 310,556	\$ 316,767	\$ 323,102	\$ 329,564	\$ 336,156	\$ 342,879
44	601-60161121-212100	PERS	39,380	40,168	40,971	41,790	42,626	43,479	44,348	45,235	46,140	47,063	48,004
45	601-60161121-213000	WORK COMP	7,035	7,176	7,319	7,466	7,615	7,767	7,923	8,081	8,243	8,407	8,576
46	601-60161121-214000	HOSPITAL	73,260	74,725	76,220	77,744	79,299	80,885	82,503	84,153	85,836	87,552	89,304
47	601-60161121-214500	MEDICARE	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876	4,973
48	601-60161121-215000	LIFE INS	640	653	666	679	693	707	721	735	750	765	780
	Operations & Maintenance												
49	601-60161121-219004	CELL ALLOW	\$ 1,260	\$ 1,285	\$ 1,311	\$ 1,337	\$ 1,364	\$ 1,391	\$ 1,419	\$ 1,447	\$ 1,476	\$ 1,506	\$ 1,536
50	601-60161122-221000	TRAINING	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
51	601-60161122-221001	EDUCATION	1,400	1,428	1,457	1,486	1,515	1,546	1,577	1,608	1,640	1,673	1,707
52	601-60161123-231200	COMM	5,036	5,137	5,239	5,344	5,451	5,560	5,671	5,785	5,900	6,018	6,139
53	601-60161123-231300	POSTAGE	400	408	416	424	433	442	450	459	469	478	488
54	601-60161123-233300	ENGINEER	34,675	35,369	36,076	36,797	37,533	38,284	39,050	39,831	40,627	41,440	42,269
55	601-60161123-233900	PROF SERV	19,513	19,903	20,301	20,707	21,121	21,544	21,975	22,414	22,863	23,320	23,786
56	601-60161123-234100	MAINT EQUI	2,955	3,014	3,074	3,136	3,199	3,263	3,328	3,394	3,462	3,531	3,602
57	601-60161123-234300	SOFTWARE	4,000	35,000	35,700	36,414	37,142	37,885	38,643	39,416	40,204	41,008	41,828
58	601-60161123-234500	FLEET MAIN	14,000	14,280	14,566	14,857	15,154	15,457	15,766	16,082	16,403	16,731	17,066
59	601-60161123-235000	INSURANCE	94,779	96,675	98,608	100,580	102,592	104,644	106,737	108,871	111,049	113,270	115,535
60	601-60161123-236000	ADVERTISE	4,500	4,590	4,682	4,775	4,871	4,968	5,068	5,169	5,272	5,378	5,485
61	601-60161123-237100	TAXES	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570
62	601-60161123-239200	DUES	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
63	601-60161124-241000	OFFICE	2,850	2,907	2,965	3,024	3,085	3,147	3,210	3,274	3,339	3,406	3,474
64	601-60161124-241100	COMP SUPPL	2,259	2,304	2,350	2,397	2,445	2,494	2,544	2,595	2,647	2,700	2,754
65	601-60161124-241200	NON CAP	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
66	601-60161124-242200	APPAREL	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657
67	601-60161124-243100	GASOLINE	45,000	45,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	54,855
68	601-60161125-253300	OFFICE FU	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
69		General Fund Transfer ¹	520,025	523,514	527,026	543,757	561,017	581,634	603,007	625,163	645,001	662,236	669,979
	Capital Outlay												
70	601-60161125-253200	CAP EQUIP	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412	\$ 5,520	\$ 5,631	\$ 5,743	\$ 5,858	\$ 5,975	\$ 6,095
71	Total 601-60161121		\$ 1,201,827	\$ 1,249,872	\$ 1,267,911	\$ 1,299,460	\$ 1,331,834	\$ 1,367,868	\$ 1,404,965	\$ 1,443,161	\$ 1,479,358	\$ 1,513,280	\$ 1,538,044
	601-60161221												
	Personal Services												
72	601-60161221-211000	SALARY	\$ 873,780	\$ 891,256	\$ 909,081	\$ 927,262	\$ 945,808	\$ 964,724	\$ 984,018	\$ 1,003,699	\$ 1,023,773	\$ 1,044,248	\$ 1,065,133
73	601-60161221-212100	PERS	122,330	124,777	127,272	129,818	132,414	135,062	137,763	140,519	143,329	146,196	149,120
74	601-60161221-213000	WORK COMP	21,845	22,282	22,728	23,182	23,646	24,119	24,601	25,093	25,595	26,107	26,629
75	601-60161221-214000	HOSPITAL	163,500	166,770	170,105	173,508	176,978	180,517	184,128	187,810	191,566	195,398	199,306
76	601-60161221-214500	MEDICARE	12,670	12,923	13,182	13,446	13,714	13,989	14,268	14,554	14,845	15,142	15,445
77	601-60161221-215000	LIFE INS	1,620	1,652	1,685	1,719	1,754	1,789	1,824	1,861	1,898	1,936	1,975
	Operations & Maintenance												
78	601-60161221-219004	CELL ALLOW	\$ 1,495	\$ 1,525	\$ 1,555	\$ 1,587	\$ 1,618	\$ 1,651	\$ 1,684	\$ 1,717	\$ 1,752	\$ 1,787	\$ 1,822
79	601-60161222-221000	TRAINING	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657
80	601-60161223-231100	UTILITIES	415,000	431,600	448,864	466,819	485,491	504,911	525,107	546,112	567,956	590,674	614,301
81	601-60161223-231200	COMM	7,024	7,164	7,308	7,454	7,603	7,755	7,910	8,068	8,230	8,394	8,562
82	601-60161223-231600	SLUDGE	240,000	244,800	249,696	254,690	259,784	264,979	270,279	275,685	281,198	286,822	292,559
83	601-60161223-231800	ELECTRIC	12,520	12,770	13,026	13,286	13,552	13,823	14,100	14,382	14,669	14,963	15,262

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
84	601-60161223-233000	LAB TESTS	10,300	10,506	10,716	10,930	11,149	11,372	11,599	11,831	12,068	12,309	12,556
85	601-60161223-233900	PROF SERV	70,585	71,997	73,437	74,905	76,403	77,932	79,490	81,080	82,702	84,356	86,043
86	601-60161223-234100	MAINT EQUI	51,650	52,683	53,737	54,811	55,908	57,026	58,166	59,330	60,516	61,727	62,961
87	601-60161223-234200	MAINT LAND	45,328	46,235	47,159	48,102	49,064	50,046	51,047	52,068	53,109	54,171	55,255
88	601-60161223-234201	MAINT FAC	10,000	10,200	10,404	10,612	10,824	11,041	11,262	11,487	11,717	11,951	12,190
89	601-60161223-234300	SOFTWARE	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752
90	601-60161223-234500	FLEET MAIN	17,000	17,340	17,687	18,041	18,401	18,769	19,145	19,528	19,918	20,317	20,723
91	601-60161223-239200	DUES	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
92	601-60161224-241100	COMP SUPPL	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
93	601-60161224-241200	NON CAP	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
94	601-60161224-242100	MEDICAL	800	816	832	849	866	883	901	919	937	956	975
95	601-60161224-242200	APPAREL	6,565	6,696	6,830	6,967	7,106	7,248	7,393	7,541	7,692	7,846	8,003
96	601-60161224-242300	CLEANING	5,016	5,116	5,219	5,323	5,429	5,538	5,649	5,762	5,877	5,995	6,114
97	601-60161224-243900	OTHER FUEL	6,657	6,790	6,926	7,064	7,206	7,350	7,497	7,647	7,800	7,956	8,115
98	601-60161224-244100	SUPPLIES	81,369	82,996	84,656	86,349	88,076	89,838	91,635	93,467	95,337	97,243	99,188
99	601-60161224-244200	MAINT LD	58,383	59,551	60,742	61,957	63,196	64,460	65,749	67,064	68,405	69,773	71,169
100	601-60161224-245100	TOOLS	6,599	6,731	6,866	7,003	7,143	7,286	7,432	7,580	7,732	7,886	8,044
101	601-60161224-246100	CHEMICALS	786,116	817,561	850,263	884,274	919,645	956,430	994,688	1,034,475	1,075,854	1,118,888	1,163,644
102	601-60161224-246500	LAB SUPPLY	25,180	25,684	26,197	26,721	27,256	27,801	28,357	28,924	29,502	30,092	30,694
103	601-60161225-253300	OFFICE FU	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Capital Outlay													
104	601-60161225-253200	CAP EQUIP	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412	\$ 5,520	\$ 5,631	\$ 5,743	\$ 5,858	\$ 5,975	\$ 6,095
105	Total 601-60161221		\$ 3,073,832	\$ 3,159,331	\$ 3,247,501	\$ 3,338,433	\$ 3,432,224	\$ 3,528,971	\$ 3,628,777	\$ 3,731,749	\$ 3,837,995	\$ 3,947,632	\$ 4,060,775
601-60161321													
Personal Services													
106	601-60161321-211000	SALARY	\$ 695,455	\$ 709,364	\$ 723,551	\$ 738,022	\$ 752,783	\$ 767,839	\$ 783,195	\$ 798,859	\$ 814,836	\$ 831,133	\$ 847,756
107	601-60161321-212100	PERS	97,365	99,312	101,299	103,325	105,391	107,499	109,649	111,842	114,079	116,360	118,687
108	601-60161321-213000	WORK COMP	17,390	17,738	18,093	18,454	18,823	19,200	19,584	19,976	20,375	20,783	21,198
109	601-60161321-214000	HOSPITAL	148,800	151,776	154,812	157,908	161,066	164,287	167,573	170,924	174,343	177,830	181,386
110	601-60161321-214500	MEDICARE	10,085	10,287	10,492	10,702	10,916	11,135	11,357	11,584	11,816	12,053	12,294
111	601-60161321-215000	LIFE INS	1,640	1,673	1,706	1,740	1,775	1,811	1,847	1,884	1,922	1,960	1,999
Operations & Maintenance													
112	601-60161321-219004	CELL ALLOW	\$ 2,520	\$ 2,570	\$ 2,622	\$ 2,674	\$ 2,728	\$ 2,782	\$ 2,838	\$ 2,895	\$ 2,953	\$ 3,012	\$ 3,072
113	601-60161322-221000	TRAINING	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
114	601-60161322-221001	EDUCATION	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
115	601-60161323-231100	UTILITIES	155,000	161,200	167,648	174,354	181,328	188,581	196,124	203,969	212,128	220,613	229,438
116	601-60161323-231200	COMM	8,657	8,830	9,007	9,187	9,371	9,558	9,749	9,944	10,143	10,346	10,553
117	601-60161323-231800	ELECTRIC	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657
118	601-60161323-233000	LAB TESTS	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876
119	601-60161323-233900	PROF SERV	30,177	30,781	31,396	32,024	32,665	33,318	33,984	34,664	35,357	36,064	36,786
120	601-60161323-234100	MAINT EQUI	11,150	11,373	11,600	11,832	12,069	12,311	12,557	12,808	13,064	13,325	13,592
121	601-60161323-234200	MAINT LAND	75,000	76,500	78,030	79,591	81,182	82,806	84,462	86,151	87,874	89,632	91,425
122	601-60161323-234300	SOFTWARE	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752
123	601-60161323-234500	FLEET MAIN	55,000	56,100	57,222	58,366	59,534	60,724	61,939	63,178	64,441	65,730	67,045
124	601-60161323-239200	DUES	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
125	601-60161324-241100	COMP SUPPL	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
126	601-60161324-241200	NON CAP	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
127	601-60161324-242200	APPAREL	8,211	8,375	8,543	8,714	8,888	9,066	9,247	9,432	9,620	9,813	10,009
128	601-60161324-242300	CLEANING	200	204	208	212	216	221	225	230	234	239	244
129	601-60161324-243900	OTHER FUEL	7,657	7,810	7,966	8,126	8,288	8,454	8,623	8,795	8,971	9,151	9,334
130	601-60161324-244100	SUPPLIES	67,766	69,121	70,504	71,914	73,352	74,819	76,316	77,842	79,399	80,987	82,606

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
131	601-60161324-244200	MAINT LD	165,000	168,300	171,666	175,099	178,601	182,173	185,817	189,533	193,324	197,190	201,134
132	601-60161324-244600	METERS	59,694	60,888	62,106	63,348	64,615	65,907	67,225	68,570	69,941	71,340	72,767
133	601-60161324-244700	TAP SUPP	41,942	42,781	43,636	44,509	45,399	46,307	47,234	48,178	49,142	50,125	51,127
134	601-60161324-245100	TOOLS	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
	Capital Outlay												
135	601-60161325-253200	CAP EQUIP	\$ 10,648	\$ 10,861	\$ 11,078	\$ 11,300	\$ 11,526	\$ 11,756	\$ 11,991	\$ 12,231	\$ 12,476	\$ 12,725	\$ 12,980
136	Total 601-60161321		\$ 1,701,857	\$ 1,738,994	\$ 1,776,998	\$ 1,815,891	\$ 1,855,696	\$ 1,896,436	\$ 1,938,137	\$ 1,980,822	\$ 2,024,518	\$ 2,069,251	\$ 2,115,048
137	606-60621227												
138	Operations & Maintenance												
139	606-60621227-275000	REFUNDS	\$ 65,000	\$ 66,300	\$ 67,626	\$ 68,979	\$ 70,358	\$ 71,765	\$ 73,201	\$ 74,665	\$ 76,158	\$ 77,681	\$ 79,235
140	Total 606-60621227		\$ 65,000	\$ 66,300	\$ 67,626	\$ 68,979	\$ 70,358	\$ 71,765	\$ 73,201	\$ 74,665	\$ 76,158	\$ 77,681	\$ 79,235
141	Total Expenses by Category												
142	Personal Services		\$ 2,880,660	\$ 2,938,273	\$ 2,997,039	\$ 3,056,979	\$ 3,118,119	\$ 3,180,481	\$ 3,244,091	\$ 3,308,973	\$ 3,375,152	\$ 3,442,655	\$ 3,511,508
143	Variable Operations & Maintenance		1,611,636	1,670,991	1,732,618	1,796,606	1,863,047	1,932,037	2,003,676	2,078,068	2,155,321	2,235,546	2,318,860
144	Operations & Maintenance		2,206,953	2,275,101	2,313,644	2,366,107	2,419,815	2,477,608	2,536,900	2,597,734	2,657,023	2,714,499	2,763,287
145	Capital Outlay		20,648	21,061	21,482	21,912	22,350	22,797	23,253	23,718	24,192	24,676	25,170
146	Total Expenses		\$ 6,719,897	\$ 6,905,426	\$ 7,064,783	\$ 7,241,605	\$ 7,423,331	\$ 7,612,924	\$ 7,807,921	\$ 8,008,494	\$ 8,211,689	\$ 8,417,376	\$ 8,618,826
	Expense Execution Factors												
147	Personal Services		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
148	Variable Operations & Maintenance		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
149	Operations & Maintenance		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
150	Capital Outlay		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Total Expenses at Execution												
151	Personal Services		\$ 2,880,660	\$ 2,938,273	\$ 2,997,039	\$ 3,056,979	\$ 3,118,119	\$ 3,180,481	\$ 3,244,091	\$ 3,308,973	\$ 3,375,152	\$ 3,442,655	\$ 3,511,508
152	Variable Operations & Maintenance		1,611,636	1,670,991	1,732,618	1,796,606	1,863,047	1,932,037	2,003,676	2,078,068	2,155,321	2,235,546	2,318,860
153	Operations & Maintenance		2,206,953	2,275,101	2,313,644	2,366,107	2,419,815	2,477,608	2,536,900	2,597,734	2,657,023	2,714,499	2,763,287
154	Capital Outlay		20,648	21,061	21,482	21,912	22,350	22,797	23,253	23,718	24,192	24,676	25,170
155	Total Expenses at Execution		\$ 6,719,897	\$ 6,905,426	\$ 7,064,783	\$ 7,241,605	\$ 7,423,331	\$ 7,612,924	\$ 7,807,921	\$ 8,008,494	\$ 8,211,689	\$ 8,417,376	\$ 8,618,826
	Transfers Out												
156	Surplus Transfer		\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
157	Total Transfers Out		\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
	Debt Service												
158	New Senior Debt ²		\$ 1,138,925	\$ 1,232,812	\$ 1,200,066	\$ 836,106	\$ 814,360	\$ 591,231	\$ 425,588	\$ 309,134	\$ 296,618	\$ 157,440	\$ -
159	Existing Debt		632,797	632,797	632,797	632,797	632,797	632,797	632,797	632,797	632,797	632,797	632,797
160	New Debt Service ³		-	-	-	-	-	-	640,021	1,286,645	1,286,645	1,286,645	1,290,107
161	Total Debt Service		\$ 1,771,722	\$ 1,865,609	\$ 1,832,863	\$ 1,468,903	\$ 1,447,157	\$ 1,224,028	\$ 1,698,407	\$ 2,228,577	\$ 2,216,061	\$ 2,076,882	\$ 1,922,904
162	Total Cash Outflows		\$ 9,741,619	\$ 10,021,035	\$ 10,147,646	\$ 9,960,508	\$ 10,120,488	\$ 10,086,952	\$ 10,756,327	\$ 11,487,070	\$ 11,677,750	\$ 11,744,258	\$ 11,791,730

¹General Fund reimbursement is calculated as 5.5% of rate revenues in each year.

²Includes Interim BAN repayments and OPWC 0% Loan.

³Anticipated New Debt Service for the Major WTP replacement in 2031.

Cost Escalation Factors

Schedule 5

Expense Line Item Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Chemicals	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Electricity	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Default Inflation Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<i>Weighted Average Increase in O&M Expenses</i>	2.76%	2.31%	2.50%	2.51%	2.56%	2.56%	2.57%	2.54%	2.51%	2.39%

Capital Improvement Program

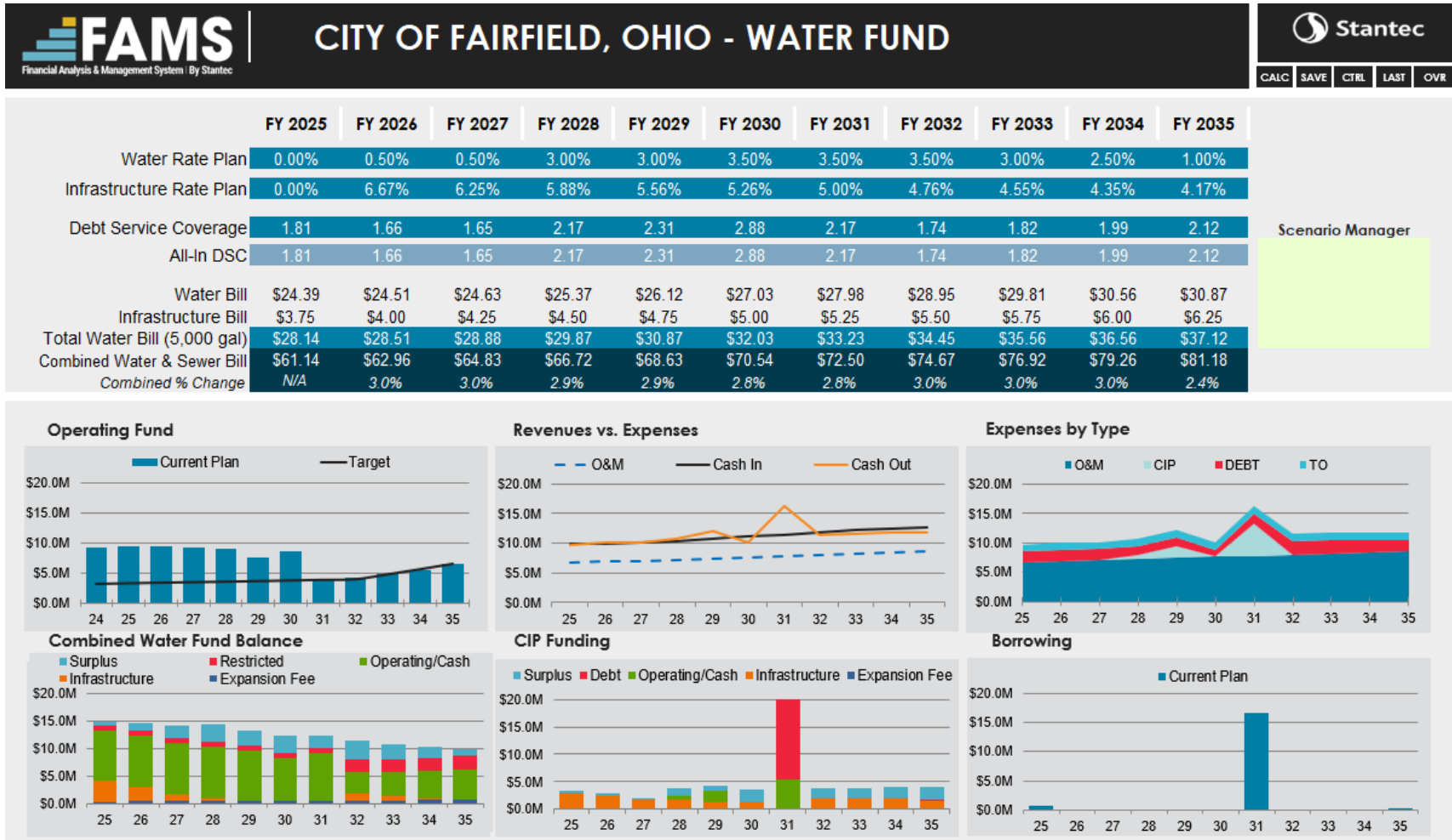
Schedule 6

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
1	5WT01	MAINTAIN RAW WATER PRODUCTION WELLS	\$ 120,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
2	5WT02	INSTRUMENTATION REPLACEMENT PROGRAM	50,000	20,000	20,000	20,000	20,000	-	-	-	-	-
3	5WT03	SECURITY/SURVEILLANCE	5,000	5,000	5,000	5,000	5,000	-	-	-	-	-
4	5WT04	PUMP OVERHAUL/REPLACEMENT PROGRAM	50,000	180,000	30,000	30,000	30,000	-	-	-	-	-
5	5WT05	REPLACE MAJOR PROCESS EQUIPMENT	60,000	25,000	50,000	50,000	500,000	-	-	-	-	-
6	5WT06	WATER PLANT CONCRETE/MASONRY REPAIR	25,000	25,000	25,000	25,000	25,000	-	-	-	-	-
7	5WT07	REPLACE NON-PROCESS EQUIPMENT	5,000	5,000	5,000	5,000	5,000	-	-	-	-	-
8	5WT08	BOOSTER STATION IMPROVEMENTS	15,000	15,000	15,000	15,000	15,000	-	-	-	-	-
9	5WT09	REPLACE FIRE HYDRANTS	80,000	30,000	30,000	30,000	30,000	-	-	-	-	-
10	5WT10	SMALL WATER LINE IMPROVEMENTS	450,000	250,000	200,000	350,000	150,000	-	-	-	-	-
11	5WT11	DISTRIBUTION SYSTEM IMPROVEMENTS	271,400	1,000,000	1,000,000	1,600,000	2,000,000	-	-	-	-	-
12	5WT12	WATER TANK/TOWER MAINTENANCE	50,000	750,000	50,000	50,000	50,000	-	-	-	-	-
13	5WT13	WATER COMPUTER MODELING	20,000	20,000	20,000	20,000	20,000	-	-	-	-	-
14	5WT14	ASPHALT/CONCRETE REPLACEMENT	75,000	75,000	75,000	75,000	75,000	-	-	-	-	-
15	5WT15	BUILDING IMPROVEMENTS	350,000	80,000	18,000	18,000	18,000	-	-	-	-	-
16	5WT16	ELECTRICAL IMPROVEMENTS	85,000	20,000	120,000	20,000	20,000	-	-	-	-	-
17	5WT17	VALVE BOXES AND COVERS	15,000	15,000	15,000	15,000	15,000	-	-	-	-	-
18	5WT18	SCADA INTEGRATION	85,000	60,000	30,000	30,000	-	-	-	-	-	-
19	5WT19	HYDRANT REHAB	50,000	50,000	50,000	-	-	-	-	-	-	-
20	5WT20	AUTOMATIC METER READING	30,000	30,000	30,000	30,000	30,000	-	-	-	-	-
21	5WT21	CLARIFIER REHABILITATION	575,000	-	-	-	-	-	-	-	-	-
22	5WT22	SAFETY EQUIPMENT	20,000	20,000	20,000	20,000	20,000	-	-	-	-	-
23	5WT23	FACILITY GROUND AND LANDSCAPE	7,500	7,000	7,000	7,000	7,000	-	-	-	-	-
24	7WT20	WATER PLANT CLEARWELL	-	-	50,000	950,000	-	-	-	-	-	-
25	28WT19	MAINTENANCE GARAGE	-	-	-	50,000	500,000	-	-	-	-	-
26	31WT05	REPLACE MAJOR PROCESS EQUIPMENT	-	-	-	-	-	18,000,000	-	-	-	-
27	5WT11	DISTRIBUTION SYSTEM IMPROVEMENTS	728,600	-	-	-	-	-	-	-	-	-
28	Unspecified Future Capital	-	-	-	-	-	3,000,000	-	3,000,000	3,000,000	3,000,000	3,000,000
29	Total CIP Budget (in current dollars)		\$ 3,222,500	\$ 2,732,000	\$ 1,915,000	\$ 3,465,000	\$ 3,585,000	\$ 3,000,000	\$ 18,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
30	Cumulative Projected Cost Escalation ¹		3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%	34.4%
31	Resulting CIP Funding Level		\$ 3,319,175	\$ 2,898,379	\$ 2,092,572	\$ 3,899,888	\$ 4,155,998	\$ 3,582,157	\$ 22,137,730	\$ 3,800,310	\$ 3,914,320	\$ 4,031,749
32	Annual CIP Execution Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
33	Final CIP Funding Level		\$ 3,319,175	\$ 2,898,379	\$ 2,092,572	\$ 3,899,888	\$ 4,155,998	\$ 3,582,157	\$ 22,137,730	\$ 3,800,310	\$ 3,914,320	\$ 4,031,749

¹ CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel

Schedule 7



Pro Forma

Schedule 8

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Operating Revenue												
1	Water Rate Revenue	\$ 9,455,000	\$ 9,455,000	\$ 9,518,442	\$ 9,582,282	\$ 9,886,486	\$ 10,200,317	\$ 10,575,169	\$ 10,963,765	\$ 11,366,608	\$ 11,727,291	\$ 12,040,650
2	Change in Revenue From Growth	-	16,086	16,167	16,248	16,735	17,237	17,841	18,465	19,111	19,685	20,177
3	Subtotal	\$ 9,455,000	\$ 9,471,086	\$ 9,534,609	\$ 9,598,530	\$ 9,903,221	\$ 10,217,555	\$ 10,593,009	\$ 10,982,230	\$ 11,385,719	\$ 11,746,975	\$ 12,060,826
4	Weighted Average Rate Increase	0.00%	0.50%	0.50%	3.00%	3.00%	3.50%	3.50%	3.50%	3.00%	2.50%	1.00%
5	Additional Rate Revenue From Rate Increase	-	47,355	47,673	287,956	297,097	357,614	370,755	384,378	341,572	293,674	120,608
6	Total Rate Revenue	\$ 9,455,000	\$ 9,518,442	\$ 9,582,282	\$ 9,886,486	\$ 10,200,317	\$ 10,575,169	\$ 10,963,765	\$ 11,366,608	\$ 11,727,291	\$ 12,040,650	\$ 12,181,435
7	Plus: Other Operating Revenue	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
8	Equals: Total Operating Revenue	\$ 9,855,000	\$ 9,918,442	\$ 9,982,282	\$ 10,286,486	\$ 10,600,317	\$ 10,975,169	\$ 11,363,765	\$ 11,766,608	\$ 12,127,291	\$ 12,440,650	\$ 12,581,435
Less: Operating Expenses												
9	Personal Services	\$ (2,880,660)	\$ (2,938,273)	\$ (2,997,039)	\$ (3,056,979)	\$ (3,118,119)	\$ (3,180,481)	\$ (3,244,091)	\$ (3,308,973)	\$ (3,375,152)	\$ (3,442,655)	\$ (3,511,508)
10	Variable Operations & Maintenance Costs	(1,611,636)	(1,670,991)	(1,732,618)	(1,796,606)	(1,863,047)	(1,932,037)	(2,003,676)	(2,078,068)	(2,155,321)	(2,235,546)	(2,318,860)
11	Operations & Maintenance Costs	(2,206,953)	(2,275,101)	(2,313,644)	(2,366,107)	(2,419,815)	(2,477,608)	(2,536,900)	(2,597,734)	(2,657,023)	(2,714,499)	(2,763,287)
12	Equals: Net Operating Income	\$ 3,155,751	\$ 3,034,077	\$ 2,938,981	\$ 3,066,793	\$ 3,199,336	\$ 3,385,042	\$ 3,579,097	\$ 3,781,832	\$ 3,939,794	\$ 4,047,950	\$ 3,987,779
Plus: Non-Operating Income/(Expense)												
13	Interest Income	\$ 51,715	\$ 55,988	\$ 89,821	\$ 121,405	\$ 142,093	\$ 135,356	\$ 113,079	\$ 89,237	\$ 86,409	\$ 85,000	\$ 82,613
14	Water Expansion Fee (407)	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250
15	Equals: Net Income	\$ 3,245,716	\$ 3,128,315	\$ 3,067,053	\$ 3,226,448	\$ 3,379,679	\$ 3,558,649	\$ 3,730,426	\$ 3,909,320	\$ 4,064,453	\$ 4,171,199	\$ 4,108,642
Less: Revenues Excluded From Coverage Test												
16	Expansion Fee	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)	\$ (38,250)
17	Equals: Net Income Available For Debt Service	\$ 3,207,466	\$ 3,090,065	\$ 3,028,803	\$ 3,188,198	\$ 3,341,429	\$ 3,520,399	\$ 3,692,176	\$ 3,871,070	\$ 4,026,203	\$ 4,132,949	\$ 4,070,392
Senior Lien Debt Service Coverage Test												
18	Net Income Available for Senior-Lien Debt Service	\$ 3,207,466	\$ 3,090,065	\$ 3,028,803	\$ 3,188,198	\$ 3,341,429	\$ 3,520,399	\$ 3,692,176	\$ 3,871,070	\$ 4,026,203	\$ 4,132,949	\$ 4,070,392
19	Existing Senior-Lien Debt	1,771,722	1,865,609	1,832,863	1,468,903	1,447,157	1,224,028	1,058,385	941,932	929,416	790,237	632,797
20	Cumulative New Senior Lien Debt Service (calculated)	-	-	-	-	-	-	640,021	1,286,645	1,286,645	1,286,645	1,290,107
21	Total Annual Senior-Lien Debt Service	Req. 1.20	\$ 1,771,722	\$ 1,865,609	\$ 1,832,863	\$ 1,468,903	\$ 1,447,157	\$ 1,224,028	\$ 1,698,407	\$ 2,228,577	\$ 2,216,061	\$ 2,076,882
22	Calculated Senior-Lien Debt Service Coverage		1.81	1.66	1.65	2.17	2.31	2.88	2.17	1.74	1.82	1.99
Cash Flow Test												
23	Net Income Available For Debt Service	\$ 3,207,466	\$ 3,090,065	\$ 3,028,803	\$ 3,188,198	\$ 3,341,429	\$ 3,520,399	\$ 3,692,176	\$ 3,871,070	\$ 4,026,203	\$ 4,132,949	\$ 4,070,392
24	Less: Non-Operating Expenditures											
25	Net Interfund Transfers (In - Out)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)	(1,250,000)
26	Net Debt Service Payment	(1,771,722)	(1,865,609)	(1,832,863)	(1,468,903)	(1,447,157)	(1,224,028)	(1,698,407)	(2,228,577)	(2,216,061)	(2,076,882)	(1,922,904)
27	Capital Outlay	(20,648)	(21,061)	(21,482)	(21,912)	(22,350)	(22,797)	(23,253)	(23,718)	(24,192)	(24,676)	(25,170)
28	Net Cash Flow	\$ 165,096	\$ (46,605)	\$ (75,543)	\$ 447,382	\$ 621,922	\$ 1,023,573	\$ 720,517	\$ 368,775	\$ 535,950	\$ 781,391	\$ 872,318
Unrestricted Reserve Fund Test												
29	Balance At Beginning Of Fiscal Year	\$ 9,260,582	\$ 9,425,678	\$ 9,379,072	\$ 9,303,529	\$ 9,036,375	\$ 7,652,029	\$ 8,675,603	\$ 3,892,334	\$ 4,261,109	\$ 4,797,058	\$ 5,578,449
30	Cash Flow Surplus/(Deficit)	165,096	-	-	447,382	621,922	1,023,573	720,517	368,775	535,950	781,391	872,318
31	Reserve Fund Balance Used For Cash Flow Deficit	-	(46,605)	(75,543)	-	-	-	-	-	-	-	-
32	Balance At End Of Fiscal Year	\$ 9,425,678	\$ 9,379,072	\$ 9,303,529	\$ 9,036,375	\$ 7,652,029	\$ 8,675,603	\$ 3,892,334	\$ 4,261,109	\$ 4,797,058	\$ 5,578,449	\$ 6,445,242
33	Minimum Working Capital Reserve Target	3,349,625	3,442,183	3,521,650	3,609,846	3,700,491	3,795,063	3,892,334	3,992,388	4,776,040	5,595,133	6,445,242
34	Excess/(Deficiency) Of Working Capital To Target	\$ 6,076,053	\$ 5,936,890	\$ 5,781,879	\$ 5,426,528	\$ 3,951,539	\$ 4,880,540	\$ -	\$ 268,721	\$ 21,019	\$ (16,684)	\$ -

Capital Project Funding Summary**Schedule 9**

Final Capital Projects Funding Sources	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
WATER EXPANSION FEE (407)	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INFRASTRUCTURE FUND (604)	2,863,400	2,402,939	1,724,323	1,680,546	1,214,196	1,277,459	-	1,900,155	1,957,160	1,946,131	1,612,790
SURPLUS FUND (605)	435,175	474,222	346,394	1,482,295	912,349	2,304,698	-	1,900,155	1,957,160	2,085,618	2,444,411
REVENUE FUND (601)	-	-	-	714,537	2,006,267	-	5,503,786	-	-	-	5,525
SENIOR-LIEN DEBT PROCEEDS	-	-	-	-	-	-	16,633,944	-	-	-	89,976
Total Projects Paid	\$ 3,319,175	\$ 2,898,379	\$ 2,092,572	\$ 3,899,888	\$ 4,155,998	\$ 3,582,157	\$ 22,137,730	\$ 3,800,310	\$ 3,914,320	\$ 4,031,749	\$ 4,152,702

Funding Summary by Fund

Schedule 10

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Water Expansion Fee (407)											
Balance At Beginning Of Fiscal Year	\$ 460,500	\$ 480,497	\$ 499,974	\$ 520,180	\$ 541,201	\$ 563,124	\$ 608,653	\$ 654,750	\$ 701,423	\$ 748,680	\$ 796,528
Annual Revenues	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250	38,250
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 498,750	\$ 518,747	\$ 538,224	\$ 558,430	\$ 579,451	\$ 601,374	\$ 646,903	\$ 693,000	\$ 739,673	\$ 786,930	\$ 834,778
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	498,750	518,747	538,224	558,430	579,451	601,374	646,903	693,000	739,673	786,930	834,778
Amount Paid For Projects	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	-	-	-	-	-	-
Subtotal	\$ 478,150	\$ 497,529	\$ 516,369	\$ 535,920	\$ 556,265	\$ 601,374	\$ 646,903	\$ 693,000	\$ 739,673	\$ 786,930	\$ 834,778
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	2,347	2,445	3,811	5,281	6,859	7,278	7,847	8,423	9,007	9,598	10,196
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 480,497	\$ 499,974	\$ 520,180	\$ 541,201	\$ 563,124	\$ 608,653	\$ 654,750	\$ 701,423	\$ 748,680	\$ 796,528	\$ 844,973
Infrastructure Fund (604)											
Balance At Beginning Of Fiscal Year	\$ 3,698,296	\$ 2,550,939	\$ 1,172,342	\$ 534,727	\$ 2,674	\$ 17	\$ 0	\$ 1,351,974	\$ 875,582	\$ 402,857	\$ 2,518
Annual Revenues	1,700,458	1,015,057	1,080,330	1,145,819	1,211,523	1,277,442	1,343,577	1,409,927	1,476,493	1,543,275	1,610,272
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 5,398,754	\$ 3,565,996	\$ 2,252,673	\$ 1,680,546	\$ 1,214,196	\$ 1,277,459	\$ 1,343,577	\$ 2,761,902	\$ 2,352,076	\$ 1,946,131	\$ 1,612,790
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	5,398,754	3,565,996	2,252,673	1,680,546	1,214,196	1,277,459	1,343,577	2,761,902	2,352,076	1,946,131	1,612,790
Amount Paid For Projects	(2,863,400)	(2,402,939)	(1,724,323)	(1,680,546)	(1,214,196)	(1,277,459)	-	(1,900,155)	(1,957,160)	(1,946,131)	(1,612,790)
Subtotal	\$ 2,535,354	\$ 1,163,058	\$ 528,350	\$ -	\$ -	\$ -	\$ 1,343,577	\$ 861,747	\$ 394,916	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	15,584	9,285	6,378	2,674	17	0	8,397	13,836	7,941	2,518	16
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 2,550,939	\$ 1,172,342	\$ 534,727	\$ 2,674	\$ 17	\$ 0	\$ 1,351,974	\$ 875,582	\$ 402,857	\$ 2,518	\$ 16
Surplus Fund (605)											
Balance At Beginning Of Fiscal Year	\$ 592,478	\$ 1,407,303	\$ 2,183,080	\$ 3,086,686	\$ 2,854,391	\$ 3,192,042	\$ 2,137,344	\$ 3,387,344	\$ 2,737,189	\$ 2,030,029	\$ 1,194,411
Annual Revenues	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,842,478	\$ 2,657,303	\$ 3,433,080	\$ 4,336,686	\$ 4,104,391	\$ 4,442,042	\$ 3,387,344	\$ 4,637,344	\$ 3,987,189	\$ 3,280,029	\$ 2,444,411
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	1,842,478	2,657,303	3,433,080	4,336,686	4,104,391	4,442,042	3,387,344	4,637,344	3,987,189	3,280,029	2,444,411
Amount Paid For Projects	(435,175)	(474,222)	(346,394)	(1,482,295)	(912,349)	(2,304,698)	-	(1,900,155)	(1,957,160)	(2,085,618)	(2,444,411)
Subtotal	\$ 1,407,303	\$ 2,183,080	\$ 3,086,686	\$ 2,854,391	\$ 3,192,042	\$ 2,137,344	\$ 3,387,344	\$ 2,737,189	\$ 2,030,029	\$ 1,194,411	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	4,999	8,976	19,762	29,705	37,790	33,309	34,529	38,278	29,795	20,153	7,465
Less: Interest Allocated To Cash Flow	(4,999)	(8,976)	(19,762)	(29,705)	(37,790)	(33,309)	(34,529)	(38,278)	(29,795)	(20,153)	(7,465)
Balance At End Of Fiscal Year	\$ 1,407,303	\$ 2,183,080	\$ 3,086,686	\$ 2,854,391	\$ 3,192,042	\$ 2,137,344	\$ 3,387,344	\$ 2,737,189	\$ 2,030,029	\$ 1,194,411	\$ -

Funding Summary by Fund

Schedule 10

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Revenue Fund (601)											
Balance At Beginning Of Fiscal Year	\$ 9,260,582	\$ 9,425,678	\$ 9,379,072	\$ 9,303,529	\$ 9,036,375	\$ 7,652,029	\$ 8,675,603	\$ 3,892,334	\$ 4,261,109	\$ 4,797,058	\$ 5,578,449
Net Cash Flow	165,096	(46,605)	(75,543)	447,382	621,922	1,023,573	720,517	368,775	535,950	781,391	872,318
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 9,425,678	\$ 9,379,072	\$ 9,303,529	\$ 9,750,912	\$ 9,658,297	\$ 8,675,603	\$ 9,396,119	\$ 4,261,109	\$ 4,797,058	\$ 5,578,449	\$ 6,450,767
Less: Restricted Funds	(3,349,625)	(3,442,183)	(3,521,650)	(3,609,846)	(3,700,491)	(3,795,063)	(3,892,334)	(3,992,388)	(4,776,040)	(5,578,449)	(6,445,242)
Total Amount Available For Projects	6,076,053	5,936,890	5,781,879	6,141,065	5,957,806	4,880,540	5,503,786	268,721	21,019	-	5,525
Amount Paid For Projects	-	-	-	(714,537)	(2,006,267)	-	(5,503,786)	-	-	-	(5,525)
Subtotal	\$ 6,076,053	\$ 5,936,890	\$ 5,781,879	\$ 5,426,528	\$ 3,951,539	\$ 4,880,540	\$ -	\$ 268,721	\$ 21,019	\$ -	\$ -
Add Back: Restricted Funds	3,349,625	3,442,183	3,521,650	3,609,846	3,700,491	3,795,063	3,892,334	3,992,388	4,776,040	5,578,449	6,445,242
Plus: Interest Earnings	46,716	47,012	70,060	91,700	104,303	102,048	78,550	50,959	56,614	64,847	75,148
Less: Interest Allocated To Cash Flow	(46,716)	(47,012)	(70,060)	(91,700)	(104,303)	(102,048)	(78,550)	(50,959)	(56,614)	(64,847)	(75,148)
Balance At End Of Fiscal Year	\$ 9,425,678	\$ 9,379,072	\$ 9,303,529	\$ 9,036,375	\$ 7,652,029	\$ 8,675,603	\$ 3,892,334	\$ 4,261,109	\$ 4,797,058	\$ 5,578,449	\$ 6,445,242
Restricted Reserves (602,606)											
Balance At Beginning Of Fiscal Year	\$ 899,612	\$ 904,110	\$ 908,631	\$ 915,445	\$ 924,600	\$ 936,157	\$ 947,859	\$ 2,254,394	\$ 2,282,574	\$ 2,311,106	\$ 2,339,995
Debt Service Reserve On New Debt	-	-	-	-	-	-	1,286,645	-	-	-	6,960
Other Additional Funds	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 899,612	\$ 904,110	\$ 908,631	\$ 915,445	\$ 924,600	\$ 936,157	\$ 2,234,504	\$ 2,254,394	\$ 2,282,574	\$ 2,311,106	\$ 2,346,954
Plus: Interest Earnings	4,498	4,521	6,815	9,154	11,557	11,702	19,890	28,180	28,532	28,889	29,293
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 904,110	\$ 908,631	\$ 915,445	\$ 924,600	\$ 936,157	\$ 947,859	\$ 2,254,394	\$ 2,282,574	\$ 2,311,106	\$ 2,339,995	\$ 2,376,248

Interim and Permanent Borrowing Projections**Schedule 11**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Prior Capital Projects											
Bond Anticipation Notes 2017	\$ 373,313	\$ 356,400	\$ 343,596	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Anticipation Notes 2019	243,750	232,000	224,000	216,480	208,480	-	-	-	-	-	-
Bond Anticipation Notes 2021	130,625	124,000	120,600	116,960	113,080	108,960	104,600	-	-	-	-
Bond Anticipation Notes 2023	175,613	166,320	162,338	158,054	153,468	148,579	143,388	137,894	132,098	-	-
Bond Anticipation Notes 2024	215,625	204,000	199,440	194,520	189,240	183,600	177,600	171,240	164,520	157,440	-
OWDA Smart Meters	225,750	225,750	225,750	225,750	225,750	225,750	225,750	225,750	225,750	225,750	225,750
OWDA Water Tower	407,047	407,047	407,047	407,047	407,047	407,047	407,047	407,047	407,047	407,047	407,047
OPWC 0% Loan	-	150,092	150,092	150,092	150,092	150,092	-	-	-	-	-
Cumulative Annual New Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640,021	\$ 1,286,645	\$ 1,286,645	\$ 1,286,645	\$ 1,290,107
Total Debt Service	\$ 1,771,722	\$ 1,865,609	\$ 1,832,863	\$ 1,468,903	\$ 1,447,157	\$ 1,224,028	\$ 1,698,407	\$ 2,228,577	\$ 2,216,061	\$ 2,076,882	\$ 1,922,904

Key Performance Indicators

Schedule 12

KPI	Source						FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	
		Stronger		Mid-Range		Weaker												
% CIP funded by Debt	Fitch	Less than	50%	50%	to 90%	Over	90%	0%	0%	0%	0%	0%	75%	0%	0%	0%	2%	
Cumulative % CIP funded by Debt	Fitch	Less than	50%	50%	to 90%	Over	90%	0%	0%	0%	0%	0%	40%	36%	33%	31%	29%	
All-In Debt Service Coverage	Moody's	Over	2.00	2.00	to 1.25	Less than	1.25	1.81	1.66	1.65	2.17	2.31	2.88	2.17	1.74	1.82	1.99	2.12
Fixed Revenue % of Total Rate Revenue	Fitch	Over	30%	30%	to 15%	Less than	15%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	
Days Cash on Hand	Moody's	Over	250	250	to 150	Less than	150	514	497	482	457	377	417	183	195	214	243	274

¹Includes Water Rate revenues, Infrastructure Fee revenues, and Other Operating revenues.

APPENDIX B: SEWER FINANCIAL PLAN SUPPORTING SCHEDULES

Schedule 1	Assumptions
Schedule 2	Beginning Balances
Schedule 3	Projection of Cash Inflows
Schedule 4	Projection of Cash Outflows
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Schedule 6	Capital Improvement Program
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City of Fairfield, Ohio

FY 2025 Sewer Revenue Sufficiency Analysis
Assumptions & Preliminary Results Workbook



Assumptions**Schedule 1**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
<u>Rate Increase Adoption Date</u>	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035
<u>Annual Growth</u>											
<u>Sewer</u>											
Ending # of ERUs	14,694	14,719	14,744	14,769	14,794	14,819	14,829	14,839	14,849	14,859	14,869
ERU Growth	N/A	25	25	25	25	25	10	10	10	10	10
% Change in ERUs	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
Usage per ERU (kgal)	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03	10.03
% Change in Usage per ERU	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Usage (kgal)	1,769,169	1,772,179	1,775,189	1,778,199	1,781,209	1,784,219	1,785,423	1,786,627	1,787,831	1,789,035	1,790,239
% Change in Usage	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
<u>Infrastructure</u>											
% Change in ERUs	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
% Change in Usage	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
<u>Capital Spending</u>											
Annual Capital Budget (Future Year Dollars)	\$ 4,061,290	\$ 1,760,033	\$ 4,801,442	\$ 4,315,201	\$ 792,943	\$ 2,746,320	\$ 2,828,710	\$ 2,913,571	\$ 3,000,978	\$ 3,091,008	\$ 3,183,738
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<u>Expansion Fee</u>											
Sewer Expansion Fee	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
<u>Average Annual Interest Earnings Rate</u>											
On Fund Balances	0.50%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
<u>Operating Budget Reserve</u>											
Target (Number of Months of Reserve) ¹	6	6	6	6	6	6	6	6	7	8	9
<u>Operating Budget Execution Percentage²</u>											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Variable Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

¹Revenue Fund Operating Budget Reserve balance target assumes Restricted Reserves are not included.²Execution percentages are applied to operating budget categories based on historical actuals compared to budgets.

FY 2025 Beginning Balances as of 1/1/2025**Schedule 2****Fund Summary**

Revenue Fund ¹	\$	10,884,106
Restricted Reserves (621)		660,507
Sewer Expansion Fee (408)		838,182
Infrastructure Fund (623)		370,782
Surplus Fund (624)		2,060,630
Total Available Funds	\$	14,814,208

¹Revenue Fund balance reflects beginning cash balance from City Cash Flow projections, less Restricted Reserves.

Projection of Cash Inflows

Schedule 3

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Rate Revenue Growth Assumptions											
Sewer											
1 % Change in Base Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
2 % Change in Usage Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
Infrastructure											
3 % Change in Base Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
4 % Change in Usage Revenue	N/A	0.17%	0.17%	0.17%	0.17%	0.17%	0.07%	0.07%	0.07%	0.07%	0.07%
Assumed Rate Revenue Increases											
5 Assumed Sewer Rate Increase	0.00%	4.00%	4.00%	2.00%	2.00%	1.50%	1.50%	2.00%	2.50%	3.00%	3.00%
6 Assumed Infrastructure Rate Increase	0.00%	8.33%	7.69%	7.14%	6.67%	6.25%	5.88%	5.56%	5.26%	5.00%	4.76%
Sewer Rate Revenue											
7 Base Rate Revenue	\$ 3,745,000	\$ 3,901,427	\$ 4,064,375	\$ 4,152,692	\$ 4,242,916	\$ 4,313,837	\$ 4,381,499	\$ 4,472,143	\$ 4,587,036	\$ 4,727,829	\$ 4,872,941
8 Usage Rate Revenue	6,955,000	7,245,506	7,548,125	7,712,142	7,879,701	8,011,412	8,137,070	8,305,409	8,518,781	8,780,253	9,049,747
9 Total Sewer Rate Revenue	\$ 10,700,000	\$ 11,146,933	\$ 11,612,500	\$ 11,864,834	\$ 12,122,617	\$ 12,325,249	\$ 12,518,570	\$ 12,777,552	\$ 13,105,817	\$ 13,508,082	\$ 13,922,688
Infrastructure Rate Revenue											
10 Base Rate Revenue	175,000	189,906	204,861	219,867	234,921	250,026	264,912	279,818	294,743	309,689	324,654
11 Usage Rate Revenue	325,000	352,682	380,457	408,324	436,282	464,333	491,979	519,661	547,380	575,137	602,929
12 Total Infrastructure Rate Revenue	\$ 500,000	\$ 542,588	\$ 585,318	\$ 628,190	\$ 671,204	\$ 714,359	\$ 756,891	\$ 799,479	\$ 842,124	\$ 884,825	\$ 927,584
13 Transfer to Replacement & Improvement Fund	\$ (500,000)	\$ (542,588)	\$ (585,318)	\$ (628,190)	\$ (671,204)	\$ (714,359)	\$ (756,891)	\$ (799,479)	\$ (842,124)	\$ (884,825)	\$ (927,584)
Other Operating Revenue											
14 SEWSUR	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
15 OTHER SERV	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
16 MISC REV	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
17 Total Other Operating Revenue	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000
Interest Income											
18 Unrestricted	58,062	75,927	85,306	61,011	56,777	64,524	68,356	71,283	71,213	70,976	77,363
19 Total Interest Income	\$ 58,062	\$ 75,927	\$ 85,306	\$ 61,011	\$ 56,777	\$ 64,524	\$ 68,356	\$ 71,283	\$ 71,213	\$ 70,976	\$ 77,363
20 Total Cash Inflows	\$ 10,814,062	\$ 11,278,860	\$ 11,753,806	\$ 11,981,846	\$ 12,235,393	\$ 12,445,773	\$ 12,642,926	\$ 12,904,835	\$ 13,233,030	\$ 13,635,058	\$ 14,056,051

Projection of Cash Outflows

Schedule 4

Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
620-62021221												
Personal Services												
1 620-62021221-211000	SALARY	\$ 116,420	\$ 118,748	\$ 121,123	\$ 123,546	\$ 126,017	\$ 128,537	\$ 131,108	\$ 133,730	\$ 136,405	\$ 139,133	\$ 141,915
2 620-62021221-212100	PERS	16,300	16,626	16,959	17,298	17,644	17,997	18,356	18,724	19,098	19,480	19,870
3 620-62021221-213000	WORK COMP	2,915	2,973	3,033	3,093	3,155	3,218	3,283	3,348	3,415	3,484	3,553
4 620-62021221-214000	HOSPITAL	26,460	26,989	27,529	28,080	28,641	29,214	29,798	30,394	31,002	31,622	32,255
5 620-62021221-214500	MEDICARE	1,690	1,724	1,758	1,793	1,829	1,866	1,903	1,941	1,980	2,020	2,060
6 620-62021221-215000	LIFE INS	370	377	385	393	400	409	417	425	434	442	451
Operations & Maintenance												
7 620-62021222-221000	TRAINING	\$ 2,250	\$ 2,295	\$ 2,341	\$ 2,388	\$ 2,435	\$ 2,484	\$ 2,534	\$ 2,585	\$ 2,636	\$ 2,689	\$ 2,743
8 620-62021223-231300	POSTAGE	38,250	39,015	39,795	40,591	41,403	42,231	43,076	43,937	44,816	45,712	46,627
9 620-62021223-233400	AUDIT	8,000	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561	9,752
10 620-62021223-233900	PROF SERV	450	459	468	478	487	497	507	517	527	538	549
11 620-62021223-234100	MAINT EQUI	5,043	5,144	5,247	5,352	5,459	5,568	5,679	5,793	5,909	6,027	6,147
12 620-62021223-238000	PRINTING	30,036	30,637	31,249	31,874	32,512	33,162	33,825	34,502	35,192	35,896	36,614
13 620-62021223-239800	BANK CHG	75,000	76,500	78,030	79,591	81,182	82,806	84,462	86,151	87,874	89,632	91,425
14 620-62021224-241000	OFFICE	1,800	1,836	1,873	1,910	1,948	1,987	2,027	2,068	2,109	2,151	2,194
15 620-62021224-241100	COMP SUPPL	450	459	468	478	487	497	507	517	527	538	549
16 620-62021227-275000	REFUNDS	3,175,000	3,238,500	3,303,270	3,369,335	3,436,722	3,505,457	3,575,566	3,647,077	3,720,019	3,794,419	3,870,307
17 Total 620-62021221		\$ 3,500,434	\$ 3,570,443	\$ 3,641,852	\$ 3,714,689	\$ 3,788,982	\$ 3,864,762	\$ 3,942,057	\$ 4,020,898	\$ 4,101,316	\$ 4,183,343	\$ 4,267,010
620-62061021												
Personal Services												
18 620-62061021-211000	SALARY	\$ 79,965	\$ 81,564	\$ 83,196	\$ 84,859	\$ 86,557	\$ 88,288	\$ 90,054	\$ 91,855	\$ 93,692	\$ 95,566	\$ 97,477
19 620-62061021-212100	PERS	11,195	11,419	11,647	11,880	12,118	12,360	12,607	12,860	13,117	13,379	13,647
20 620-62061021-213000	WORK COMP	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
21 620-62061021-214000	HOSPITAL	13,200	13,464	13,733	14,008	14,288	14,574	14,865	15,163	15,466	15,775	16,091
22 620-62061021-214500	MEDICARE	1,160	1,183	1,207	1,231	1,256	1,281	1,306	1,332	1,359	1,386	1,414
23 620-62061021-215000	LIFE INS	350	357	364	371	379	386	394	402	410	418	427
Operations & Maintenance												
24 620-62061021-219001	AUTO ALLOW	\$ 600	\$ 612	\$ 624	\$ 637	\$ 649	\$ 662	\$ 676	\$ 689	\$ 703	\$ 717	\$ 731
25 620-62061021-219004	CELL ALLOW	630	643	655	669	682	696	709	724	738	753	768
26 620-62061022-221000	TRAINING	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
27 620-62061023-231200	COMM	500	510	520	531	541	552	563	574	586	598	609
28 620-62061023-231300	POSTAGE	500	510	520	531	541	552	563	574	586	598	609
29 620-62061023-233300	ENGINEER	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475
30 620-62061023-233900	PROF SERV	46,150	47,073	48,014	48,975	49,954	50,953	51,972	53,012	54,072	55,154	56,257
31 620-62061023-234100	MAINT EQUI	750	765	780	796	812	828	845	862	879	896	914
32 620-62061023-234300	SOFTWARE	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
33 620-62061023-236000	ADVERTISE	350	357	364	371	379	386	394	402	410	418	427
34 620-62061023-239200	DUES	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
35 620-62061024-241000	OFFICE	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
36 620-62061024-241100	COMP SUPPL	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
37 620-62061024-241200	NON CAP	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
38 620-62061024-242200	APPAREL	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
39 620-62061024-244100	SUPPLIES	500	510	520	531	541	552	563	574	586	598	609
40 620-62061025-253300	OFFICE FU	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
41 620-62061025-253400	COMP EQUIP	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
42 Total 620-62061021		\$ 195,850	\$ 199,767	\$ 203,762	\$ 207,838	\$ 211,994	\$ 216,234	\$ 220,559	\$ 224,970	\$ 229,469	\$ 234,059	\$ 238,740

Projection of Cash Outflows

Schedule 4

	Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
	620-62062121												
	Personal Services												
43	620-62062121-211000	SALARY	\$ 373,110	\$ 380,572	\$ 388,184	\$ 395,947	\$ 403,866	\$ 411,944	\$ 420,182	\$ 428,586	\$ 437,158	\$ 445,901	\$ 454,819
44	620-62062121-212100	PERS	52,240	53,285	54,350	55,438	56,546	57,677	58,831	60,007	61,207	62,432	63,680
45	620-62062121-213000	WORK COMP	9,330	9,517	9,707	9,901	10,099	10,301	10,507	10,717	10,932	11,150	11,373
46	620-62062121-214000	HOSPITAL	64,940	66,239	67,564	68,915	70,293	71,699	73,133	74,596	76,088	77,609	79,161
47	620-62062121-214500	MEDICARE	5,415	5,523	5,634	5,746	5,861	5,979	6,098	6,220	6,345	6,471	6,601
48	620-62062121-215000	LIFE INS	800	816	832	849	866	883	901	919	937	956	975
	Operations & Maintenance												
49	620-62062121-219002	APPAREL	\$ 270	\$ 275	\$ 281	\$ 287	\$ 292	\$ 298	\$ 304	\$ 310	\$ 316	\$ 323	\$ 329
50	620-62062121-219004	CELL ALLOW	2,520	2,570	2,622	2,674	2,728	2,782	2,838	2,895	2,953	3,012	3,072
51	620-62062122-221000	TRAINING	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
52	620-62062123-231200	COMM	8,169	8,332	8,499	8,669	8,842	9,019	9,200	9,384	9,571	9,763	9,958
53	620-62062123-231300	POSTAGE	500	510	520	531	541	552	563	574	586	598	609
54	620-62062123-233300	ENGINEER	33,115	33,777	34,453	35,142	35,845	36,562	37,293	38,039	38,800	39,575	40,367
55	620-62062123-233900	PROF SERV	6,000	6,120	6,242	6,367	6,495	6,624	6,757	6,892	7,030	7,171	7,314
56	620-62062123-234100	MAINT EQUI	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
57	620-62062123-234300	SOFTWARE	9,200	35,000	35,700	36,414	37,142	37,885	38,643	39,416	40,204	41,008	41,828
58	620-62062123-235000	INSURANCE	111,120	113,342	115,609	117,921	120,280	122,685	125,139	127,642	130,195	132,799	135,455
59	620-62062123-236000	ADVERTISE	1,200	1,224	1,248	1,273	1,299	1,325	1,351	1,378	1,406	1,434	1,463
60	620-62062123-237100	TAXES	30,200	30,804	31,420	32,048	32,689	33,343	34,010	34,690	35,384	36,092	36,814
61	620-62062123-239200	DUES	3,000	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585	3,657
62	620-62062124-241000	OFFICE	2,800	2,856	2,913	2,971	3,031	3,091	3,153	3,216	3,281	3,346	3,413
63	620-62062124-241100	COMP SUPPL	2,759	2,814	2,870	2,928	2,986	3,046	3,107	3,169	3,233	3,297	3,363
64	620-62062124-241200	NON CAP	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
65	620-62062124-242200	APPAREL	900	918	936	955	974	994	1,014	1,034	1,054	1,076	1,097
66	620-62062124-243100	GASOLINE	35,000	35,700	36,414	37,142	37,885	38,643	39,416	40,204	41,008	41,828	42,665
67	620-62062124-244100	SUPPLIES	400	408	416	424	433	442	450	459	469	478	488
68	620-62062125-253300	OFFICE FU	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
69		General Fund Allocation ¹	588,500	613,081	638,688	665,566	696,744	732,889	769,521	807,765	846,820	886,945	928,478
	Capital Outlay												
70	620-62062125-253200	CAP EQUIP	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412	\$ 5,520	\$ 5,631	\$ 5,743	\$ 5,858	\$ 5,975	\$ 6,095
71	Total 620-62062121		\$ 1,352,488	\$ 1,417,965	\$ 1,459,669	\$ 1,489,967	\$ 1,520,893	\$ 1,549,121	\$ 1,577,178	\$ 1,609,195	\$ 1,645,378	\$ 1,685,994	\$ 1,727,658
	620-62062221												
	Personal Services												
72	620-62062221-211000	SALARY	\$ 833,910	\$ 850,588	\$ 867,600	\$ 884,952	\$ 902,651	\$ 920,704	\$ 939,118	\$ 957,900	\$ 977,058	\$ 996,600	\$ 1,016,532
73	620-62062221-212100	PERS	116,750	119,085	121,467	123,896	126,374	128,901	131,479	134,109	136,791	139,527	142,318
74	620-62062221-213000	WORK COMP	20,850	21,267	21,692	22,126	22,569	23,020	23,480	23,950	24,429	24,918	25,416
75	620-62062221-214000	HOSPITAL	190,100	193,902	197,780	201,736	205,770	209,886	214,083	218,365	222,732	227,187	231,731
76	620-62062221-214500	MEDICARE	12,095	12,337	12,584	12,835	13,092	13,354	13,621	13,893	14,171	14,455	14,744
77	620-62062221-215000	LIFE INS	2,075	2,117	2,159	2,202	2,246	2,291	2,337	2,384	2,431	2,480	2,529
	Operations & Maintenance												
78	620-62062221-219002	APPAREL	\$ 1,800	\$ 1,836	\$ 1,873	\$ 1,910	\$ 1,948	\$ 1,987	\$ 2,027	\$ 2,068	\$ 2,109	\$ 2,151	\$ 2,194
79	620-62062221-219004	CELL ALLOW	3,320	3,386	3,454	3,523	3,594	3,666	3,739	3,814	3,890	3,968	4,047
80	620-62062222-221000	TRAINING	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876
81	620-62062223-231100	UTILITIES	435,000	452,400	470,496	489,316	508,888	529,244	550,414	572,430	595,328	619,141	643,906
82	620-62062223-231200	COMM	400	408	416	424	433	442	450	459	469	478	488
83	620-62062223-231300	POSTAGE	200	204	208	212	216	221	225	230	234	239	244
84	620-62062223-231600	SLUDGE	125,348	127,855	130,412	133,020	135,681	138,394	141,162	143,985	146,865	149,802	152,799

Projection of Cash Outflows

Schedule 4

Account Number		Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
85	620-62062223-231800	ELECTRIC	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
86	620-62062223-233000	LAB TESTS	28,576	29,148	29,730	30,325	30,932	31,550	32,181	32,825	33,481	34,151	34,834
87	620-62062223-233200	MEDICAL	250	255	260	265	271	276	282	287	293	299	305
88	620-62062223-233900	PROF SERV	100,262	102,267	104,313	106,399	108,527	110,697	112,911	115,170	117,473	119,822	122,219
89	620-62062223-234100	MAINT EQUI	19,167	19,550	19,941	20,340	20,747	21,162	21,585	22,017	22,457	22,906	23,364
90	620-62062223-234200	MAINT LAND	30,000	30,600	31,212	31,836	32,473	33,122	33,785	34,461	35,150	35,853	36,570
91	620-62062223-234201	MAINT FAC	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
92	620-62062223-234300	SOFTWARE	7,500	7,650	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	9,142
93	620-62062223-234500	FLEET MAIN	27,000	27,540	28,091	28,653	29,226	29,810	30,406	31,015	31,635	32,267	32,913
94	620-62062223-239200	DUES	750	765	780	796	812	828	845	862	879	896	914
95	620-62062224-241100	COMP SUPPL	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
96	620-62062224-241200	NON CAP	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
97	620-62062224-242100	MEDICAL	800	816	832	849	866	883	901	919	937	956	975
98	620-62062224-242200	APPAREL	5,662	5,775	5,891	6,009	6,129	6,251	6,376	6,504	6,634	6,767	6,902
99	620-62062224-242300	CLEANING	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
100	620-62062224-243900	OTHER FUEL	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876
101	620-62062224-244100	SUPPLIES	102,394	104,442	106,531	108,661	110,835	113,051	115,312	117,619	119,971	122,370	124,818
102	620-62062224-244200	MAINT LD	51,512	52,542	53,593	54,665	55,758	56,873	58,011	60,355	61,562	62,793	
103	620-62062224-245100	TOOLS	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
104	620-62062224-245200	MAJ TOOLS	2,000	2,040	2,081	2,122	2,165	2,208	2,252	2,297	2,343	2,390	2,438
105	620-62062224-246100	CHEMICALS	143,565	149,308	155,280	161,491	167,951	174,669	181,656	188,922	196,479	204,338	212,511
106	620-62062224-246500	LAB SUPPLY	30,144	30,747	31,362	31,989	32,629	33,281	33,947	34,626	35,319	36,025	36,745
107	620-62062225-253300	OFFICE FU	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
Capital Outlay													
108	620-62062225-253200	CAP EQUIP	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412	\$ 5,520	\$ 5,631	\$ 5,743	\$ 5,858	\$ 5,975	\$ 6,095
109	Total 620-62062221		\$ 2,314,930	\$ 2,372,800	\$ 2,432,290	\$ 2,493,451	\$ 2,556,337	\$ 2,621,000	\$ 2,687,498	\$ 2,755,890	\$ 2,826,234	\$ 2,898,595	\$ 2,973,037
620-62062321													
Personal Services													
110	620-62062321-211000	SALARY	\$ 785,920	\$ 801,638	\$ 817,671	\$ 834,025	\$ 850,705	\$ 867,719	\$ 885,074	\$ 902,775	\$ 920,831	\$ 939,247	\$ 958,032
111	620-62062321-212100	PERS	110,030	112,231	114,475	116,765	119,100	121,482	123,912	126,390	128,918	131,496	134,126
112	620-62062321-213000	WORK COMP	19,650	20,043	20,444	20,853	21,270	21,695	22,129	22,572	23,023	23,484	23,953
113	620-62062321-214000	HOSPITAL	266,500	271,830	277,267	282,812	288,468	294,238	300,122	306,125	312,247	318,492	324,862
114	620-62062321-214500	MEDICARE	11,400	11,628	11,861	12,098	12,340	12,587	12,838	13,095	13,357	13,624	13,897
115	620-62062321-215000	LIFE INS	1,845	1,882	1,920	1,958	1,997	2,037	2,078	2,119	2,162	2,205	2,249
Operations & Maintenance													
116	620-62062321-219002	APPAREL	\$ 2,000	\$ 2,040	\$ 2,081	\$ 2,122	\$ 2,165	\$ 2,208	\$ 2,252	\$ 2,297	\$ 2,343	\$ 2,390	\$ 2,438
117	620-62062321-219004	CELL ALLOW	1,780	1,816	1,852	1,889	1,927	1,965	2,005	2,045	2,086	2,127	2,170
118	620-62062322-221000	TRAINING	5,000	5,100	5,202	5,306	5,412	5,520	5,631	5,743	5,858	5,975	6,095
119	620-62062323-231100	UTILITIES	48,000	49,920	51,917	53,993	56,153	58,399	60,735	63,165	65,691	68,319	71,052
120	620-62062323-231200	COMM	8,500	8,670	8,843	9,020	9,201	9,385	9,572	9,764	9,959	10,158	10,361
121	620-62062323-231800	ELECTRIC	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
122	620-62062323-233200	MEDICAL	250	255	260	265	271	276	282	287	293	299	305
123	620-62062323-233900	PROF SERV	14,500	14,790	15,086	15,388	15,695	16,009	16,329	16,656	16,989	17,329	17,675
124	620-62062323-234100	MAINT EQUI	21,668	22,101	22,543	22,994	23,454	23,923	24,402	24,890	25,388	25,895	26,413
125	620-62062323-234200	MAINT LAND	20,000	20,400	20,808	21,224	21,649	22,082	22,523	22,974	23,433	23,902	24,380
126	620-62062323-234300	SOFTWARE	11,500	11,730	11,965	12,204	12,448	12,697	12,951	13,210	13,474	13,744	14,018
127	620-62062323-234500	FLEET MAIN	36,000	36,720	37,454	38,203	38,968	39,747	40,542	41,353	42,180	43,023	43,884
128	620-62062323-239200	DUES	200	204	208	212	216	221	225	230	234	239	244
129	620-62062324-241100	COMP SUPPL	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
130	620-62062324-241200	NON CAP	1,250	1,275	1,301	1,327	1,353	1,380	1,408	1,436	1,465	1,494	1,524
131	620-62062324-242100	MEDICAL	500	510	520	531	541	552	563	574	586	598	609
132	620-62062324-242200	APPAREL	5,133	5,236	5,340	5,447	5,556	5,667	5,781	5,896	6,014	6,134	6,257
133	620-62062324-242300	CLEANING	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988	3,047
134	620-62062324-243900	OTHER FUEL	4,000	4,080	4,162	4,245	4,330	4,416	4,505	4,595	4,687	4,780	4,876
135	620-62062324-244100	SUPPLIES	61,204	62,428	63,677	64,950	66,249	67,574	68,926	70,304	71,710	73,144	74,607
136	620-62062324-244200	MAINT LD	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877	30,475
137	620-62062324-245100	TOOLS	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219
138	620-62062324-245200	MAJ TOOLS	1,500	1,530	1,561	1,592	1,624	1,656	1,689	1,723	1,757	1,793	1,828
139	620-62062324-246100	CHEMICALS	24,000	24,960	25,958	26,997	28,077	29,200	30,368	31,582	32,846	34,159	35,526
140	620-62062325-253300	OFFICE FU	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149	1,172	1,195	1,219

Projection of Cash Outflows

Schedule 4

Account Number	Expense Line Item	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Capital Outlay												
141 620-62062325-253200	CAP EQUIP	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412	\$ 5,520	\$ 5,631	\$ 5,743	\$ 5,858	\$ 5,975	\$ 6,095
142	Total 620-62062321	\$ 1,500,330	\$ 1,531,777	\$ 1,563,910	\$ 1,596,745	\$ 1,630,300	\$ 1,664,591	\$ 1,699,635	\$ 1,735,449	\$ 1,772,053	\$ 1,809,465	\$ 1,847,704
Total Expenses by Category												
143	Personal Services	\$ 3,148,985	\$ 3,211,965	\$ 3,276,204	\$ 3,341,728	\$ 3,408,563	\$ 3,476,734	\$ 3,546,269	\$ 3,617,194	\$ 3,689,538	\$ 3,763,329	\$ 3,838,595
144	Variable Operations & Maintenance	294,913	304,163	313,731	323,631	333,873	344,471	355,438	366,787	378,533	390,690	403,274
145	Operations & Maintenance	5,405,134	5,561,324	5,695,941	5,821,413	5,949,834	6,077,942	6,208,328	6,345,191	6,488,806	6,639,511	6,793,995
146	Capital Outlay	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285
147	Total Expenses	\$ 8,864,032	\$ 9,092,751	\$ 9,301,483	\$ 9,502,690	\$ 9,708,506	\$ 9,915,708	\$ 10,126,927	\$ 10,346,403	\$ 10,574,452	\$ 10,811,456	\$ 11,054,149
Expense Execution Factors												
148	Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
149	Variable Operations & Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
150	Fixed Operations & Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
151	Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Expenses at Execution												
152	Personal Services	\$ 3,148,985	\$ 3,211,965	\$ 3,276,204	\$ 3,341,728	\$ 3,408,563	\$ 3,476,734	\$ 3,546,269	\$ 3,617,194	\$ 3,689,538	\$ 3,763,329	\$ 3,838,595
153	Variable Operations & Maintenance	294,913	304,163	313,731	323,631	333,873	344,471	355,438	366,787	378,533	390,690	403,274
154	Fixed Operations & Maintenance	5,405,134	5,561,324	5,695,941	5,821,413	5,949,834	6,077,942	6,208,328	6,345,191	6,488,806	6,639,511	6,793,995
155	Capital Outlay	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285
156	Total Expenses at Execution	\$ 8,864,032	\$ 9,092,751	\$ 9,301,483	\$ 9,502,690	\$ 9,708,506	\$ 9,915,708	\$ 10,126,927	\$ 10,346,403	\$ 10,574,452	\$ 10,811,456	\$ 11,054,149
Transfers Out												
157	Surplus Transfer	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
158	Total Transfers Out	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Debt Service												
159	New Senior Debt ²	\$ 391,666	\$ 582,307	\$ 575,711	\$ 398,707	\$ 398,707	\$ 398,707	\$ 398,707	\$ 398,707	\$ 398,707	\$ 398,707	\$ 398,707
160	Existing Debt	347,340	347,340	347,340	347,340	347,340	347,340	347,340	347,340	347,340	347,340	347,340
161	New Debt Service	-	-	-	-	-	-	-	-	-	12,998	70,454
162	Total Debt Service	\$ 739,007	\$ 929,648	\$ 923,052	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 759,046	\$ 816,502
163	Total Cash Outflows	\$ 10,603,039	\$ 11,022,399	\$ 11,224,534	\$ 11,248,738	\$ 11,454,554	\$ 11,661,756	\$ 11,872,975	\$ 12,092,450	\$ 12,320,500	\$ 12,570,502	\$ 12,870,650

¹General Fund reimbursement is calculated as 5.5% of rate revenues in each year.

²Includes Interim BAN repayments and Aeration System Improvements.

³Anticipated New Debt Service for Unspecified Future Capital

Cost Escalation Factors

Schedule 5

Expense Line Item Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Chemicals	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Electricity	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Default Inflation Factor	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<i>Weighted Average Increase in O&M Expenses</i>	2.58%	2.30%	2.16%	2.17%	2.13%	2.13%	2.17%	2.20%	2.24%	2.25%

Capital Improvement Program

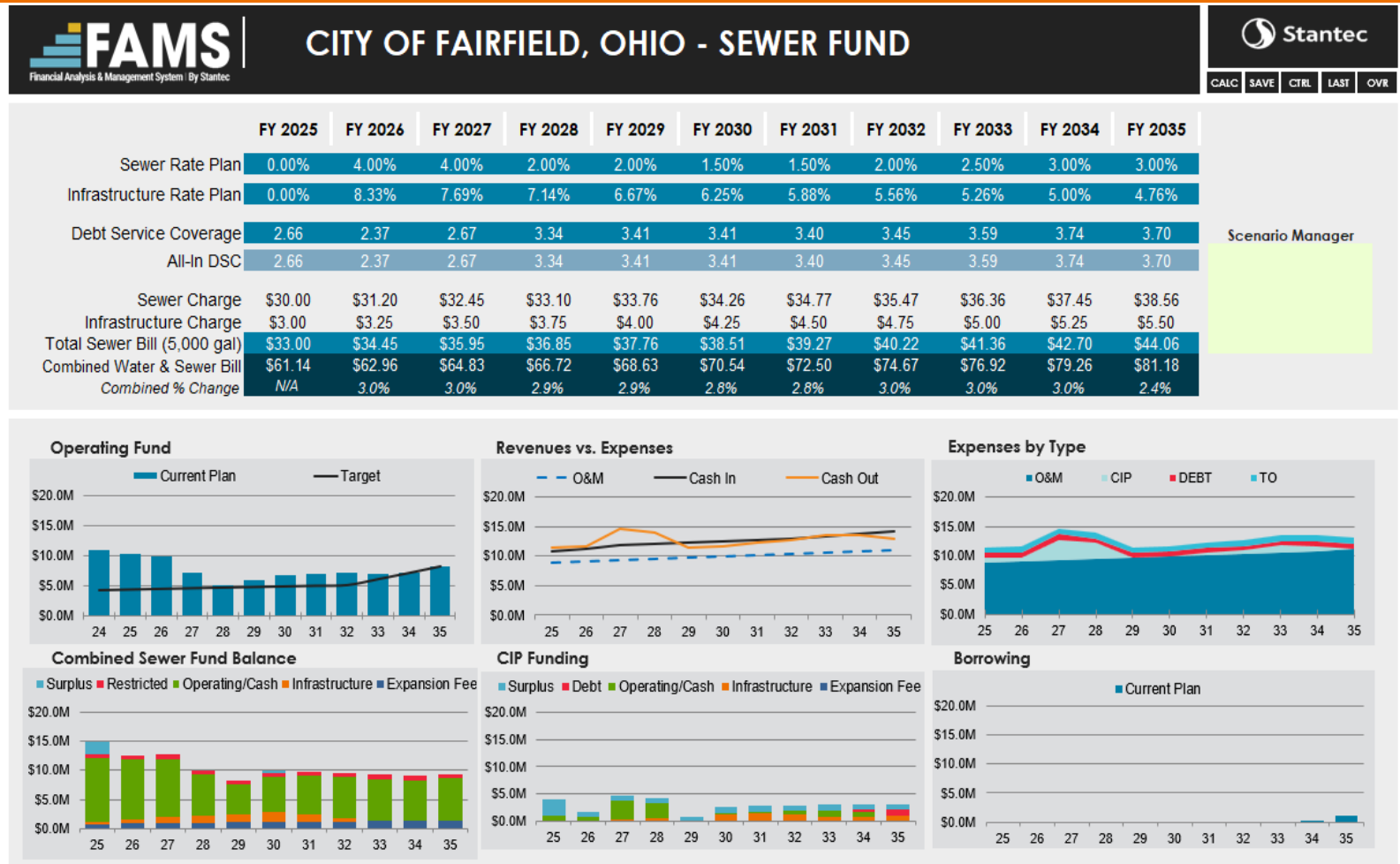
Schedule 6

			FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
1	5WW01	SANITARY SEWER REHABILITATION	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	5WW02	ROOT CONTROL MAINTENANCE PROGRAM	20,000	20,000	20,000	20,000	20,000	-	-	-	-	-	-
3	5WW03	MANHOLE REHABILITATION PROGRAM	10,000	10,000	10,000	10,000	10,000	-	-	-	-	-	-
4	5WW04	TURBLEX BLOWER SERVICE	40,000	-	-	-	-	-	-	-	-	-	-
5	5WW05	INSTRUMENTATION REPLACEMENT	50,000	15,000	15,000	15,000	15,000	-	-	-	-	-	-
6	5WW06	PUMP OVERHAUL/REPLACEMENT PROGRAM	50,000	25,000	25,000	450,000	100,000	-	-	-	-	-	-
7	5WW07	WASTEWATER PLANT CONCRETE/MASONRY	14,000	14,000	14,000	14,000	14,000	-	-	-	-	-	-
8	5WW08	PAVEMENT REPAIRS AND REPLACEMENT	15,000	15,000	15,000	15,000	15,000	-	-	-	-	-	-
9	5WW09	VIDEO AND SEWER CLEANING EQUIPMENT	15,000	15,000	250,000	15,000	15,000	-	-	-	-	-	-
10	5WW10	MONITORING EQUIPMENT	15,000	15,000	15,000	15,000	15,000	-	-	-	-	-	-
11	5WW11	ELECTRICAL IMPROVEMENTS	20,000	20,000	20,000	20,000	20,000	-	-	-	-	-	-
12	5WW12	SANITARY SEWER FLOW MODELING	15,000	15,000	15,000	15,000	15,000	-	-	-	-	-	-
13	5WW13	BUILDING IMPROVEMENTS	100,000	175,000	150,000	150,000	50,000	-	-	-	-	-	-
14	5WW14	AUTOMATIC METER READING (AMR)	25,000	25,000	25,000	25,000	25,000	-	-	-	-	-	-
15	5WW15	DIGESTER 1 AND 2 CLEANING	85,000	-	-	-	-	-	-	-	-	-	-
16	5WW16	SAFETY EQUIPMENT	20,000	20,000	20,000	20,000	20,000	-	-	-	-	-	-
17	5WW17	SCADA FIBER	80,000	-	-	-	-	-	-	-	-	-	-
18	5WW18	WWTP GENERATOR	80,000	-	-	-	-	-	-	-	-	-	-
19	5WW19	REPLACE MAJOR PROCESS EQUIPMENT	125,000	400,000	500,000	50,000	250,000	-	-	-	-	-	-
20	5WW20	WWTP SOLAR ARRAY	3,000,000	-	-	-	-	-	-	-	-	-	-
21	5WW21	FACILITY GROUNDS AND LANDSCAPE	14,000	-	-	-	-	-	-	-	-	-	-
22	6WW04	BROADVIEW LIFT STATION GENERATOR	-	350,000	-	-	-	-	-	-	-	-	-
23	6WW15	LIFT STATION UPGRADES	-	50,000	1,200,000	-	-	-	-	-	-	-	-
24	6WW18	ROUTE 4 RELIEF SEWER	-	75,000	2,000,000	-	-	-	-	-	-	-	-
25	6WW19	WATER MAIN IMPROVEMENTS	-	250,000	-	-	-	-	-	-	-	-	-
26	28S16	DYSTOR DOME REPLACEMENT	-	-	-	2,500,000	-	-	-	-	-	-	-
27	28S17	EFFLUENT PIPEINE	-	-	-	400,000	-	-	-	-	-	-	-
28		Unspecified Future Capital	-	-	-	-	-	2,300,000	2,300,000	2,300,000	2,300,000	2,300,000	2,300,000
29	Total CIP Budget (in current dollars)		\$ 3,943,000	\$ 1,659,000	\$ 4,394,000	\$ 3,834,000	\$ 684,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000
30	Cumulative Projected Cost Escalation ¹		3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%	34.4%	38.4%
31	Resulting CIP Funding Level		\$ 4,061,290	\$ 1,760,033	\$ 4,801,442	\$ 4,315,201	\$ 792,943	\$ 2,746,320	\$ 2,828,710	\$ 2,913,571	\$ 3,000,978	\$ 3,091,008	\$ 3,183,738
32	Annual CIP Execution Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
33	Final CIP Funding Level		\$ 4,061,290	\$ 1,760,033	\$ 4,801,442	\$ 4,315,201	\$ 792,943	\$ 2,746,320	\$ 2,828,710	\$ 2,913,571	\$ 3,000,978	\$ 3,091,008	\$ 3,183,738

¹ CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel

Schedule 7



Pro Forma

Schedule 8

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Operating Revenue											
1 Sewer Rate Revenue	\$ 10,700,000	\$ 10,700,000	\$ 11,146,933	\$ 11,612,500	\$ 11,864,834	\$ 12,122,617	\$ 12,325,249	\$ 12,518,570	\$ 12,777,552	\$ 13,105,817	\$ 13,508,082
2 Change in Revenue From Growth	-	18,205	18,933	19,690	20,084	20,486	8,317	8,442	8,611	8,826	9,091
3 Subtotal	\$ 10,700,000	\$ 10,718,205	\$ 11,165,866	\$ 11,632,191	\$ 11,884,918	\$ 12,143,102	\$ 12,333,566	\$ 12,527,012	\$ 12,786,163	\$ 13,114,643	\$ 13,517,173
4 Weighted Average Rate Increase	0.00%	4.00%	4.00%	2.00%	2.00%	1.50%	1.50%	2.00%	2.50%	3.00%	3.00%
5 Additional Rate Revenue From Rate Increase	-	428,728	446,635	232,644	237,698	182,147	185,003	250,540	319,654	393,439	405,515
6 Total Rate Revenue	\$ 10,700,000	\$ 11,146,933	\$ 11,612,500	\$ 11,864,834	\$ 12,122,617	\$ 12,325,249	\$ 12,518,570	\$ 12,777,552	\$ 13,105,817	\$ 13,508,082	\$ 13,922,688
7 Plus: Other Operating Revenue	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000	56,000
8 Equals: Total Operating Revenue	\$ 10,756,000	\$ 11,202,933	\$ 11,668,500	\$ 11,920,834	\$ 12,178,617	\$ 12,381,249	\$ 12,574,570	\$ 12,833,552	\$ 13,161,817	\$ 13,564,082	\$ 13,978,688
Less: Operating Expenses											
9 Personal Services	\$ (3,148,985)	\$ (3,211,965)	\$ (3,276,204)	\$ (3,341,728)	\$ (3,408,563)	\$ (3,476,734)	\$ (3,546,269)	\$ (3,617,194)	\$ (3,689,538)	\$ (3,763,329)	\$ (3,838,595)
10 Variable Operations & Maintenance Costs	(294,913)	(304,163)	(313,731)	(323,631)	(333,873)	(344,471)	(355,438)	(366,787)	(378,533)	(390,690)	(403,274)
11 Operations & Maintenance Costs	(5,405,134)	(5,561,324)	(5,695,941)	(5,821,413)	(5,949,834)	(6,077,942)	(6,208,328)	(6,345,191)	(6,488,806)	(6,639,511)	(6,793,995)
12 Equals: Net Operating Income	\$ 1,906,968	\$ 2,125,482	\$ 2,382,624	\$ 2,434,063	\$ 2,486,347	\$ 2,482,102	\$ 2,464,535	\$ 2,504,380	\$ 2,604,940	\$ 2,770,552	\$ 2,942,824
Plus: Non-Operating Income/(Expense)											
13 Interest Income	\$ 58,062	\$ 75,927	\$ 85,306	\$ 61,011	\$ 56,777	\$ 64,524	\$ 68,356	\$ 71,283	\$ 71,213	\$ 70,976	\$ 77,363
14 Sewer Expansion Fee (408)	55,000	55,000	55,000	55,000	55,000	55,000	22,000	22,000	22,000	22,000	22,000
15 Equals: Net Income	\$ 2,020,030	\$ 2,256,408	\$ 2,522,930	\$ 2,550,074	\$ 2,598,123	\$ 2,601,626	\$ 2,554,891	\$ 2,597,662	\$ 2,698,153	\$ 2,863,528	\$ 3,042,187
Less: Revenues Excluded From Coverage Test											
16 Expansion Fee	\$ (55,000)	\$ (55,000)	\$ (55,000)	\$ (55,000)	\$ (55,000)	\$ (55,000)	\$ (22,000)	\$ (22,000)	\$ (22,000)	\$ (22,000)	\$ (22,000)
17 Equals: Net Income Available For Debt Service	\$ 1,965,030	\$ 2,201,408	\$ 2,467,930	\$ 2,495,074	\$ 2,543,123	\$ 2,546,626	\$ 2,532,891	\$ 2,575,662	\$ 2,676,153	\$ 2,841,528	\$ 3,020,187
Senior Lien Debt Service Coverage Test											
18 Net Income Available for Senior-Lien Debt Service	\$ 1,965,030	\$ 2,201,408	\$ 2,467,930	\$ 2,495,074	\$ 2,543,123	\$ 2,546,626	\$ 2,532,891	\$ 2,575,662	\$ 2,676,153	\$ 2,841,528	\$ 3,020,187
19 Existing Senior-Lien Debt	739,007	929,648	923,052	746,048	746,048	746,048	746,048	746,048	746,048	746,048	746,048
20 Total Annual Senior-Lien Debt Service	Req. \$ 739,007	\$ 929,648	\$ 923,052	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 759,046	\$ 816,502
21 Calculated Senior-Lien Debt Service Coverage	1.20	2.66	2.37	2.67	3.34	3.41	3.41	3.40	3.45	3.59	3.74
Cash Flow Test											
22 Net Income Available For Debt Service	\$ 1,965,030	\$ 2,201,408	\$ 2,467,930	\$ 2,495,074	\$ 2,543,123	\$ 2,546,626	\$ 2,532,891	\$ 2,575,662	\$ 2,676,153	\$ 2,841,528	\$ 3,020,187
23 Net Interfund Transfers (In - Out)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
24 Net Debt Service Payment	(739,007)	(929,648)	(923,052)	(746,048)	(746,048)	(746,048)	(746,048)	(746,048)	(746,048)	(759,046)	(816,502)
25 Capital Outlay	(15,000)	(15,300)	(15,606)	(15,918)	(16,236)	(16,561)	(16,892)	(17,230)	(17,575)	(17,926)	(18,285)
26 Net Cash Flow	\$ 211,023	\$ 256,461	\$ 529,272	\$ 733,108	\$ 780,839	\$ 784,017	\$ 769,951	\$ 812,384	\$ 912,530	\$ 1,064,556	\$ 1,185,400
Unrestricted Reserve Fund Test											
27 Balance At Beginning Of Fiscal Year	\$ 10,884,106	\$ 10,279,869	\$ 9,967,259	\$ 7,093,934	\$ 5,108,361	\$ 5,889,200	\$ 6,657,819	\$ 7,013,415	\$ 7,243,153	\$ 6,999,486	\$ 7,195,686
28 Cash Flow Surplus/(Deficit)	211,023	256,461	529,272	733,108	780,839	784,017	769,951	812,384	912,530	1,064,556	1,185,400
29 Projects Paid With Non Specified Funds	(815,260)	(569,071)	(3,402,597)	(2,718,681)	-	(15,398)	(414,355)	(582,647)	(1,156,197)	(868,356)	(104,189)
30 Balance At End Of Fiscal Year	\$ 10,279,869	\$ 9,967,259	\$ 7,093,934	\$ 5,108,361	\$ 5,889,200	\$ 6,657,819	\$ 7,013,415	\$ 7,243,153	\$ 6,999,486	\$ 7,195,686	\$ 8,276,898
31 Minimum Working Capital Reserve Target	4,424,516	4,538,726	4,642,938	4,743,386	4,846,135	4,949,573	5,055,017	5,164,586	6,158,178	7,195,686	8,276,898
32 Excess/(Deficiency) Of Working Capital To Target	\$ 5,855,353	\$ 5,428,533	\$ 2,450,995	\$ 364,975	\$ 1,043,065	\$ 1,708,246	\$ 1,958,398	\$ 2,078,567	\$ 841,308	\$ -	\$ -

Capital Project Funding Summary**Schedule 9**

Final Capital Projects Funding Sources	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
INFRASTRUCTURE FUND (623)	\$ 185,400	\$ 190,962	\$ 398,845	\$ 596,520	\$ 150,706	\$ 1,373,160	\$ 1,414,355	\$ 1,330,925	\$ 844,781	\$ 884,839	\$ 927,584
SURPLUS FUND (624)	3,060,630	1,000,000	1,000,000	1,000,000	642,238	1,357,762	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
REVENUE FUND (620)	815,260	569,071	3,402,597	2,718,681	-	15,398	414,355	582,647	1,156,197	868,356	104,189
SENIOR-LIEN DEBT PROCEEDS	-	-	-	-	-	-	-	-	-	337,813	1,151,965
Total Projects Paid	\$ 4,061,290	\$ 1,760,033	\$ 4,801,442	\$ 4,315,201	\$ 792,943	\$ 2,746,320	\$ 2,828,710	\$ 2,913,571	\$ 3,000,978	\$ 3,091,008	\$ 3,183,738

Funding Summary by Fund

Schedule 10

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Sewer Expansion Fee (408)											
Balance At Beginning Of Fiscal Year	\$ 838,182	\$ 897,510	\$ 959,448	\$ 1,024,317	\$ 1,089,836	\$ 1,156,009	\$ 1,222,844	\$ 1,257,183	\$ 1,291,864	\$ 1,326,893	\$ 1,362,272
Annual Revenues	55,000	55,000	55,000	55,000	55,000	55,000	22,000	22,000	22,000	22,000	22,000
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 893,182	\$ 952,510	\$ 1,014,448	\$ 1,079,317	\$ 1,144,836	\$ 1,211,009	\$ 1,244,844	\$ 1,279,183	\$ 1,313,864	\$ 1,348,893	\$ 1,384,272
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	893,182	952,510	1,014,448	1,079,317	1,144,836	1,211,009	1,244,844	1,279,183	1,313,864	1,348,893	1,384,272
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 893,182	\$ 952,510	\$ 1,014,448	\$ 1,079,317	\$ 1,144,836	\$ 1,211,009	\$ 1,244,844	\$ 1,279,183	\$ 1,313,864	\$ 1,348,893	\$ 1,384,272
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	4,328	6,938	9,869	10,518	11,173	11,835	12,338	12,682	13,029	13,379	13,733
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 897,510	\$ 959,448	\$ 1,024,317	\$ 1,089,836	\$ 1,156,009	\$ 1,222,844	\$ 1,257,183	\$ 1,291,864	\$ 1,326,893	\$ 1,362,272	\$ 1,398,005
Infrastructure Fund (623)											
Balance At Beginning Of Fiscal Year	\$ 370,782	\$ 688,023	\$ 1,046,128	\$ 1,243,994	\$ 1,288,263	\$ 1,824,246	\$ 1,180,394	\$ 531,446	\$ 2,657	\$ 13	\$ 0
Annual Revenues	500,000	542,588	585,318	628,190	671,204	714,359	756,891	799,479	842,124	884,825	927,584
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 870,782	\$ 1,230,611	\$ 1,631,446	\$ 1,872,184	\$ 1,959,467	\$ 2,538,605	\$ 1,937,284	\$ 1,330,925	\$ 844,781	\$ 884,839	\$ 927,584
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	870,782	1,230,611	1,631,446	1,872,184	1,959,467	2,538,605	1,937,284	1,330,925	844,781	884,839	927,584
Amount Paid For Projects	(185,400)	(190,962)	(398,845)	(596,520)	(150,706)	(1,373,160)	(1,414,355)	(1,330,925)	(844,781)	(884,839)	(927,584)
Subtotal	\$ 685,382	\$ 1,039,649	\$ 1,232,601	\$ 1,275,665	\$ 1,808,761	\$ 1,165,445	\$ 522,929	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	2,640	6,479	11,394	12,598	15,485	14,948	8,517	2,657	13	0	0
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 688,023	\$ 1,046,128	\$ 1,243,994	\$ 1,288,263	\$ 1,824,246	\$ 1,180,394	\$ 531,446	\$ 2,657	\$ 13	\$ 0	\$ 0
Surplus Fund (624)											
Balance At Beginning Of Fiscal Year	\$ 2,060,630	\$ -	\$ -	\$ -	\$ -	\$ 357,762	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Revenues	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 3,060,630	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,357,762	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	3,060,630	1,000,000	1,000,000	1,000,000	1,000,000	1,357,762	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Amount Paid For Projects	(3,060,630)	(1,000,000)	(1,000,000)	(1,000,000)	(642,238)	(1,357,762)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)

Funding Summary by Fund

Schedule 10

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 357,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	5,152	-	-	-	1,789	1,789	-	-	-	-	-
Less: Interest Allocated To Cash Flow	(5,152)	-	-	-	(1,789)	(1,789)	-	-	-	-	-
Balance At End Of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 357,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Fund (620)											
Balance At Beginning Of Fiscal Year	\$ 10,884,106	\$ 10,279,869	\$ 9,967,259	\$ 7,093,934	\$ 5,108,361	\$ 5,889,200	\$ 6,657,819	\$ 7,013,415	\$ 7,243,153	\$ 6,999,486	\$ 7,195,686
Net Cash Flow	211,023	256,461	529,272	733,108	780,839	784,017	769,951	812,384	912,530	1,064,556	1,185,400
Less: Cash-Funded Capital Projects	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 11,095,129	\$ 10,536,330	\$ 10,496,531	\$ 7,827,042	\$ 5,889,200	\$ 6,673,217	\$ 7,427,770	\$ 7,825,800	\$ 8,155,683	\$ 8,064,042	\$ 8,381,087
Less: Restricted Funds	(4,424,516)	(4,538,726)	(4,642,938)	(4,743,386)	(4,846,135)	(4,949,573)	(5,055,017)	(5,164,586)	(6,158,178)	(7,195,686)	(8,276,898)
Total Amount Available For Projects	6,670,613	5,997,604	5,853,593	3,083,656	1,043,065	1,723,644	2,372,753	2,661,214	1,997,505	868,356	104,189
Amount Paid For Projects	(815,260)	(569,071)	(3,402,597)	(2,718,681)	-	(15,398)	(414,355)	(582,647)	(1,156,197)	(868,356)	(104,189)
Subtotal	\$ 5,855,353	\$ 5,428,533	\$ 2,450,995	\$ 364,975	\$ 1,043,065	\$ 1,708,246	\$ 1,958,398	\$ 2,078,567	\$ 841,308	\$ -	\$ -
Add Back: Restricted Funds	4,424,516	4,538,726	4,642,938	4,743,386	4,846,135	4,949,573	5,055,017	5,164,586	6,158,178	7,195,686	8,276,898
Plus: Interest Earnings	52,910	75,927	85,306	61,011	54,988	62,735	68,356	71,283	71,213	70,976	77,363
Less: Interest Allocated To Cash Flow	(52,910)	(75,927)	(85,306)	(61,011)	(54,988)	(62,735)	(68,356)	(71,283)	(71,213)	(70,976)	(77,363)
Balance At End Of Fiscal Year	\$ 10,279,869	\$ 9,967,259	\$ 7,093,934	\$ 5,108,361	\$ 5,889,200	\$ 6,657,819	\$ 7,013,415	\$ 7,243,153	\$ 6,999,486	\$ 7,195,686	\$ 8,276,898
Restricted Reserves (621)											
Balance At Beginning Of Fiscal Year	\$ 660,507	\$ 663,809	\$ 668,788	\$ 675,476	\$ 682,230	\$ 689,053	\$ 695,943	\$ 702,903	\$ 709,932	\$ 717,031	\$ 750,462
Additional Funds:	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	-	-	-	-	-	-	-	-	-	26,130	89,105
Other Additional Funds	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 660,507	\$ 663,809	\$ 668,788	\$ 675,476	\$ 682,230	\$ 689,053	\$ 695,943	\$ 702,903	\$ 709,932	\$ 743,161	\$ 839,567
Plus: Interest Earnings	3,303	4,979	6,688	6,755	6,822	6,891	6,959	7,029	7,099	7,301	7,950
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 663,809	\$ 668,788	\$ 675,476	\$ 682,230	\$ 689,053	\$ 695,943	\$ 702,903	\$ 709,932	\$ 717,031	\$ 750,462	\$ 847,517

Interim and Permanent Borrowing Projections**Schedule 11**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Prior Capital Projects											
Bond Anticipation Notes 2017	\$ 192,313	\$ 183,600	\$ 177,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OWDA Smart Meters	213,334	213,334	213,334	213,334	213,334	213,334	213,334	213,334	213,334	213,334	213,334
OWDA WWTP Multipurpose Facility	134,007	134,007	134,007	134,007	134,007	134,007	134,007	134,007	134,007	134,007	134,007
OWDA WWTP Aeration System Improvements	199,354	398,707	398,707	398,707	398,707	398,707	398,707	398,707	398,707	398,707	398,707
Cumulative Annual New Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,998	\$ 70,454
Total Debt Service	\$ 739,007	\$ 929,648	\$ 923,052	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 746,048	\$ 759,046	\$ 816,502

Key Performance Indicators

Schedule 12

KPI	Source							FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
		Stronger	Mid-Range		Weaker													
% CIP funded by Debt	Fitch	Less than	50%	50% to	90%	Over	90%	0%	0%	0%	0%	0%	0%	0%	0%	0%	11%	36%
Cumulative % CIP funded by Debt	Fitch	Less than	50%	50% to	90%	Over	90%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	4%
All-In Debt Service Coverage	Moody's	Over	2.00	2.00 to	1.25	Less than	1.25	2.66	2.37	2.67	3.34	3.41	3.41	3.40	3.45	3.59	3.74	3.70
Fixed Revenue % of Total Rate Revenue	Fitch	Over	30%	30% to	15%	Less than	15%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Days Cash on Hand	Moody's	Over	250	250 to	150	Less than	150	424	401	279	197	222	245	253	256	242	243	274

¹Includes Sewer Rate revenues, Infrastructure Fee revenues, and Other Operating revenues.

ORDINANCE NO. _____

ORDINANCE TO AMEND SUBSECTION 921.04(a), LICENSE; BONDING REQUIREMENTS, SUBSECTION 921.05(f), INSPECTION OF METERS, SUBSECTION 921.06(a), SPECIAL METERS, SUBSECTION 921.07(a), APPLICATION FOR WATER SERVICE; FEE, SUBSECTION 921.08 WATER RATES, SUBSECTION 921.12(b), CROSS-CONNECTION CONTROL; WATER QUALITY BACKFLOW PREVENTION, AND SUBSECTION 925.08(b)(1) SEWER USER RATES OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO.

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

Section 1. 921.04(a), License; Bonding Requirements, subsection 921.05(f), Inspection of Meters, subsection 921.06(a), Special Meters, subsection 921.07(a), Application for Water Service; Fee, subsection 921.08 Water Rates, subsection 921.12(b), Cross-Connection Control; Water Quality Backflow Protection, and subsection 925.08(b)(1) Sewer User Rates of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio are hereby amended to read as follows:

SEE ATTACHED EXHIBIT "A".

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\WATER AND SEWER RATE-ORD

EXHIBIT "A"

921.04 LICENSE; BONDING REQUIREMENTS.

(a) Water Service License. Any person, firm or corporation working on any part of the City's water distribution system, including water service lines and water meters, must first obtain a valid water service license issued and signed by the Public Utilities Director or his/her designee. Application for such license shall be made to the Public Utilities Director, and a license fee of [thirty] **FORTY** dollars [~~(\$30.00)~~] **(\$40.00)** shall accompany the application. The license shall be valid within the calendar year that it was issued, and must be renewed cyclical on January 1st with an additional fee paid each year. The license applicant shall be required to prove to the satisfaction of the Public Utilities Director and City Manager that he/she possesses the qualifications necessary for working on the City's water distribution system. The applicant may be required to pass a test as to competency under the bylaws and regulations adopted by the City of Fairfield. A license may be revoked by the Public Utilities Director if the licensee violates any laws, ordinances, bylaws and regulations governing work on the City water distribution system.

(b) Bond. Before being granted a license to work on the City's water distribution system, the applicant shall file with the City a bond in the amount of twenty-five thousand dollars (\$25,000) which shall be a blanket bond covering all work performed on the City's water distribution system for one year after the actual work has been performed. The bond shall be conditioned so as to insure proper workmanship and materials used and shall save the City harmless from claims arising as a result of damage to any person or property by reason of such work on the City's water distribution system. Such bond shall be approved by the Law Director as to form and surety. Nothing contained in this section shall be construed to authorize any person, firm or corporation to whom a water service license is issued under this section to perform any other plumbing work in the City. [~~Ord. 107-21. Passed 9-27-21.~~]

921.05 METERS.

(a) Meters Required. All water service branches shall be metered.

(b) Number of Meters. The supply of water from a water service branch shall be measured by one meter except as hereinafter provided. The supply of water from a water service branch may be measured by more than one meter only if the water service branch services no more than one building under one common roof.

(c) Access to Meters, Stops and Valves. Authorized employees of the Division shall have the right at any reasonable time to enter any premises where a meter has been installed for the purpose of reading, examining, or testing the same on the premises or for the purpose of removing the meter from the premises for the above purposes or for the purpose of turning on or off the water supply in the water service branch.

(d) Setting of Meters. A meter shall be installed on any water service branch as soon as practical after the installation of the branch and in every case prior to the issuance of a certificate of occupancy by the Building Division. Meters shall be properly set in accordance with City specifications in a convenient location readily accessible for reading and maintenance and shall be properly protected from damage.

(e) Removal of Meter. No person except a Water Division employee shall remove a water meter, except as provided by bylaw or regulation of the City Manager. (Ord. 167-95. Passed 11-13-95.)

(f) Inspection of Meters.

(1) The charges for the removal, testing and reinstalling of water meters upon application of customers shall be as follows:

<u>Size (inches)</u>	<u>Charge</u>
3/4, 1	[\$ 20.00] \$115.00
1-1/2, 2	[40.00] 230.00
3, 4	[75.00] 500.00
Larger than 4	[150.00] 500.00

~~[{Ord. 128-07. Passed 10-9-07.}]~~

- (2) If upon testing the meter does not perform within the required performance range for its size, as established by American Water Works Association, there shall be no charge for inspection of the meter.

(g) Application for Meter. Application for the installation of a water meter shall be made by the owner or his agent. The application must be accompanied by payment for the rental cost of meter as established herein. The cost of one inch and smaller water meters shall be 1.8 times the City's cost of purchasing the meter. The cost of water meters larger than one inch shall be 1.5 times the City's cost of purchasing the meter. All meters shall remain the property of the Water Division. After a meter has been installed, it shall be fully maintained in proper condition by the Water Division, without charge, except that in the case of damage by freezing, hot water, or other neglect, a charge for repairs shall be made by the Public Utilities Director.

(h) Non-Sewered Water Meter. A property owner may install at his expense a water meter to measure water used but not returned to the City's sewer system. (Ord. 167-95. Passed 11-13-95.)

921.06 PERMITS FOR TEMPORARY WATER USE.

Where water is required for temporary use, application shall be made to the Water Division for a special permit to use water from a fire hydrant or other available source. All arrangements for temporary water use shall be approved by the Superintendent.

- (a) Special Meters.

(1) The Superintendent is authorized to require the use of a special water meter to register water consumed for a temporary use. The meter will, in such cases, be furnished by the Division with a deposit of ~~[\$150.00]~~ **\$175.00** for ¾" or 1" meters and ~~[\$450.00]~~ **\$475.00** for 2" meters and rental fees of ~~[\$75.00]~~ **\$85.00** for ¾" or 1" meters and ~~[\$150.00]~~ **\$160.00** for 2" meters required. Rates for special meter water use shall be a minimum bill based upon the meter size. Water used in excess of the minimum amount will be charged at the normal residential/commercial rate.

- (b) Use of Water Without a Permit. No person, firm or corporation shall use or make a connection to use water from a fire hydrant or other available source unless a properly authorized temporary use permit is issued by the Water Division. The Superintendent is hereby authorized to remove and confiscate any hose or connection found attached to a fire hydrant or other available source of water for which no temporary use permit has been issued.

~~[{Ord. 84-14. Passed 9-8-14.}]~~

921.07 APPLICATION FOR WATER SERVICE; FEE.

(a) Application for water service shall be made by the owner or authorized agent. Water will be turned on by an authorized employee of the Water Division after the application has been filed at the Utility Collection Office. The Water Division shall not be responsible for any inaccuracy in billing information due to erroneous information given by the owner or authorized person. If the applicant is not the owner of the premises for which a water service application is made, a deposit of one hundred

~~[twenty-five]~~ **FIFTY** dollars ~~[(~~\$125.00~~)]~~ **(\$150.00)** shall be made to the Utility Collection Office which shall be refunded when the account is paid in full and closed.

(b) No application for water service shall be allowed and no water will be supplied to any applicant or customer if that person, firm or corporation is indebted to the Water Division for water supplied, work done, material furnished or penalties imposed. This shall apply whether the indebtedness was incurred at the premises for which the application is made or at any other premises supplied by the Water Division.

~~[(Ord. 27-10. Passed 3-22-10.)]~~

921.08 WATER RATES.

Water rates and minimum charges for customers located within the corporate limits of the City are hereby established as shown in Appendices B, C, D, E, ~~[and] F~~ **AND G** which are incorporated herein by reference. ~~THE [E]existing Appendix [E]~~ **F NOW DESIGNATED APPENDIX B** water rates shall remain in effect until January 1, ~~[2021]~~ **2026**. Water rates and minimum charges shall be calculated on a monthly basis. Water customers located outside the corporate limits of the City shall be billed under the rates established in Appendices B, C, D, E and F, plus an additional fifty percent (50%) of each monthly bill. In-City residential water customers of the City of Fairfield who are provided wastewater treatment service by an entity other than the City of Fairfield shall be allowed a monthly credit against their monthly water charges so that their total water and wastewater charges are the same as those paid by in-City residential customers who use both City of Fairfield water and wastewater service, provided that such credit shall not exceed the actual amount of the customer's water charges in any month. The Finance Director is authorized and directed to calculate and apply the credit as described herein.

~~[(Ord. 87-20. Passed 10-26-20.)]~~

921.12 CROSS-CONNECTION CONTROL; WATER QUALITY BACKFLOW PROTECTION.

(a) If, in the judgment of the Public Utilities Director, the integrity of the public water system, is, or can be, endangered by backflow from an actual or a potential cross-connection within the plumbing system of a water consumer, the Public Utilities Director may order the installation of an approved backflow prevention method or device consisting of either an air-gap, double sanitary check valve assembly, vacuum breaker, reduced pressure, principal backflow preventer or any combination thereof at the water service connection to the premises.

(b) The water consumer shall install the designated device or method at his own expense **AND MAINTAIN SAME IN GOOD OPERABLE CONDITION AND MAINTAIN COMPLIANCE WITH OHIO ADMINISTRATIVE CODE 3745-95**, and failure, refusal or inability to install **OR MAINTAIN** such device or method immediately shall constitute a ground for discontinuing water service to the premises until the device or method has been installed and approved by the Public Utilities Director. **IN THE EVENT DISCONTINUED WATER SERVICE TO THE PREMISES CAN NOT BE ACHIEVED, A MONTHLY FEE OF FIFTY DOLLARS (\$50.00) WILL BE APPLIED TO THE CITY OF FAIRFIELD PUBLIC UTILITY BILL UNTIL THE PROPER DEVICE OR METHOD HAS BEEN INSTALLED AND/OR COMPLIANT WITH OHIO ADMINISTRATIVE CODE 3745-95.**

(c) The use of the approved backflow preventer at the water service connection does not in any way affect or eliminate the need for individual fixture devices or air-gaps.

(Ord. 167-95. Passed 11-13-95.)

925.08 USER CHARGE ESTABLISHED.

(a) Charges Established; Classes: Computation.

(1) During the effective period of this chapter, there is levied and assessed a charge or rental known as a "user charge" upon each lot, parcel of land, building or

premises having any sewer connection with the sanitary sewer system of the City or otherwise discharging wastewater, industrial wastes, water or other liquids either directly or indirectly into the City wastewater treatment system.

- (2) The users of the system shall be divided into classes. Classes shall be groups of users for which the wastewater characteristics are approximately equal and services provided are essentially the same. Initially there shall be established three classes of users, as follows: Industrial, nonindustrial and commercial. Charges for these classes shall be as shown, except as otherwise provided herein. The Public Utilities Director may recommend additional classes as determined to be necessary.
- (3) Charges for wastewater treatment service shall be paid by each user connected to the system and shall be computed in accordance with probable demand a user places on the system and the quantity of water discharged to the system, as measured by the City water meter installed thereon and/or by a sewage meter installed on the discharge pipe therefrom and/or as estimated by the City, and in accordance with the charge schedule hereinafter set forth.
- (4) When a considerable amount of water delivered to any premises is not returned to the City's wastewater collection system, the customer, with the permission and approval of the Public Utilities Director, may install a separate water meter to determine the amount of such water not returned to the wastewater disposal system. The customer shall not be billed sewer use charges for such water not returned to the sewage disposal system. The cost of the water meter and its installation shall be the responsibility of the customer. The manner of installation of the water meter must be specifically approved in writing by the Public Utilities Director. Upon a determination by either the Public Utilities Director or the customer that the use of direct metering sanitary sewage flow is necessary or is a more equitable method of determining sewage disposal charges, the Public Utilities Director may approve the installation and use of wastewater meters.
(Ord. 25-14. Passed 4-14-14.)
- (5) Irrigation credit. A special sewer rate structure for residential domestic service accounts will be used during the summer months (May, June, July, August, September and October) in determining sewer charges to account for water used for outside or other irrigation purposes and not returned to the City Sanitary Sewer System. The special rate will eliminate sewer charges for all domestic residential service water in excess of one hundred and fifty percent (150%) of the average monthly water amount used during the previous winter season (November, December, January and February) for that account. In the event that a complete winter season average cannot be established, an amount of 7,500 gallons per month will be used in establishing a base winter season monthly average. (Ord. 18-21. Passed 2-22-21.)
- (6) In-City residential wastewater customers of the City of Fairfield who are provided water service by an entity other than the City of Fairfield shall also be allowed a credit against their monthly wastewater charges so that their total monthly water and wastewater charges are the same as those paid by in-City residential customers who use both City of Fairfield water and wastewater service, provided that such credit shall not exceed the actual amount of the customer's wastewater charges in any month. The Finance Director is authorized and directed to calculate and apply the credit as described herein. (Ord. 25-14. Passed 4-14-14.)

(b) User Charge Rate Structure.

- (1) The sewer rates for all users of sewer service provided by the City within the corporate limits of the City shall be as shown in the Attached Tables A through [E] F inclusive, which are incorporated herein by reference and which shall be effective upon the dates stated therein. The existing sewer rates as shown in existing Table [D] **E NOW DESIGNATED TABLE A** effective January 1, [2020] **2025** shall remain in effect until January 1, [2021] **2026**.
[({Ord. 87-20. Passed 10-26-20.})]

**[APPENDIX B]
[WATER RATES]**

[Effective January 1, 2021]

[Meter Size] [(inches)]	[Monthly Gallons] [Minimum]	[Monthly Gallons] [Surcharge]	[Over-Minimum]	[Monthly] [Minimum] [Charge]
[3/4]	[3,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$14.76]
[1]	[6,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$29.52]
[1½]	[10,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$49.20]
[2]	[20,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$98.40]
[3]	[45,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$221.40]
[4]	[80,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$393.60]
[6]	[180,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$885.60]
[8]	[240,000 @ \$4.42]	[\$0.50]	[\$4.00]	[\$1,180.80]

[({Ord. 87-20. Passed 10-26-20.})]

**APPENDIX [F] B
WATER RATES**

Gallons @ Rate Per 1,000

[({Effective January 1, 2016})]

(EFFECTIVE JANUARY 1, 2025)

Residential/Commercial Rates

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ \$5.07	\$0.75	\$4.59	\$17.46
1	6,000 @ \$5.07	\$0.75	\$4.59	\$34.92
1½	10,000 @ \$5.07	\$0.75	\$4.59	\$58.20
2	20,000 @ \$5.07	\$0.75	\$4.59	\$116.40
3	45,000 @ \$5.07	\$0.75	\$4.59	\$261.90
4	80,000 @ \$5.07	\$0.75	\$4.59	\$465.60
6	180,000 @ \$5.07	\$0.75	\$4.59	\$1,047.60
8	240,000 @ \$5.07	\$0.75	\$4.59	\$1,396.80

(Ord. 87-20. Passed 10-26-20.)

**APPENDIX C
WATER RATES**

[Effective January 1, 2022] **EFFECTIVE JANUARY 1, 2026**

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$15.51] \$17.70
1	6,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$31.02] \$35.40
1½	10,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$51.70] \$59.00
2	20,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$103.40] \$118.00
3	45,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$232.65] \$265.50
4	80,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$413.60] \$472.00
6	180,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$930.60] \$1,062.00
8	240,000 @ [\$4.57] \$5.10	\$0.[60] 80	\$4.[14] 61	[\$1,240.80] \$1,416.00

[{Ord. 87-20. Passed 10-26-20-}]

**APPENDIX D
WATER RATES**

[Effective January 1, 2023] **EFFECTIVE JANUARY 1, 2027**

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$16.29] \$17.94
1	6,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$32.58] \$35.88
1½	10,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$54.30] \$59.80
2	20,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$108.60] \$119.60
3	45,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$244.35] \$269.10
4	80,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$434.40] \$478.40
6	180,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$977.40] \$1,076.40
8	240,000 @ [\$4.73] \$5.13	\$0.[70] 85	\$4.[28] 63	[\$1,303.20] \$1,435.20

[{Ord. 87-20. Passed 10-26-20-}]

**APPENDIX E
WATER RATES**

[Effective January 1, 2024] **EFFECTIVE JANUARY 1, 2028**

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
¾	3,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$16.80] \$18.54
1	6,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$33.60] \$37.08
1½	10,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$56.00] \$61.80
2	20,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$112.00] \$123.60
3	45,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$252.00] \$278.10
4	80,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$448.00] \$494.40
6	180,000 @ [\$4.90] \$5.28	\$0.[70] 90	\$4.[43] 77	[\$1,008.00] \$1,112.40

8	240,000 @ [\$4.90] \$5.28	\$0.70 90	\$4.43 77	[\$1,344.00] \$1,483.20
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[{Ord. 87-20. Passed 10-26-20-}]

APPENDIX F WATER RATES

[~~Gallons @ Rate Per 1,000~~]

[~~(Effective January 1, 2016)~~]

[~~(Effective January 1, 2025)~~]

EFFECTIVE JANUARY 1, 2029

Residential/Commercial Rates

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$17.46] \$19.17
1	6,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$34.92] \$38.34
1½	10,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$58.20] \$63.90
2	20,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$116.40] \$127.80
3	45,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$261.90] \$287.55
4	80,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$465.60] \$511.20
6	180,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$1,047.60] \$1,150.20
8	240,000 @ \$5.07 44	\$0.75 95	\$4.59 91	[\$1,396.80] \$1,533.60

[{Ord. 87-20. Passed 10-26-20-}]

APPENDIX G WATER RATES

GALLONS @ RATE PER 1,000

EFFECTIVE JANUARY 1, 2030

<u>METER SIZE (INCHES)</u>	<u>MONTHLY GALLONS MINIMUM</u>	<u>MONTHLY GALLONS SURCHARGE</u>	<u>OVER MINIMUM</u>	<u>MONTHLY MINIMUM CHARGE</u>
3/4	3,000 @ \$5.63	\$1.00	\$5.08	\$19.89
1	6,000 @ \$5.63	\$1.00	\$5.08	\$39.78
1-1/2	10,000 @ \$5.63	\$1.00	\$5.08	\$66.30
2	20,000 @ \$5.63	\$1.00	\$5.08	\$132.60
3	45,000 @ \$5.63	\$1.00	\$5.08	\$298.35
4	80,000 @ \$5.63	\$1.00	\$5.08	\$530.40
6	180,000 @ \$5.63	\$1.00	\$5.08	\$1,193.40
8	240,000 @ \$5.63	\$1.00	\$5.08	\$1,591.20

**[TABLE A]
[SEWER RATES]**

[Effective January 1, 2021]

[Meter Size] [(inches)]	[Monthly] [Gallons] [Minimum]	[Monthly] [Gallons] [Surcharge]	[Over] [Minimum]	[Monthly] [Minimum Charge]
[3/4]	[3,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$18.24]
[1]	[6,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$36.48]
[1½]	[10,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$60.80]
[2]	[20,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$121.60]
[3]	[45,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$273.60]
[4]	[80,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$486.40]
[6]	[180,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$1,094.40]
[8]	[240,000 @ \$5.58]	[\$0.50]	[\$5.58]	[\$1,459.20]

[{Ord. 87-20. Passed 10-26-20.}]

**TABLE [E] A
SANITARY SEWER RATES**
Gallons @ Rate Per 1,000

Effective January 1, 2025

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ \$6.00	\$0.60	\$6.00	\$19.80
1	6,000 @ \$6.00	\$0.60	\$6.00	\$39.60
1½	10,000 @ \$6.00	\$0.60	\$6.00	\$66.00
2	20,000 @ \$6.00	\$0.60	\$6.00	\$132.00
3	45,000 @ \$6.00	\$0.60	\$6.00	\$297.00
4	80,000 @ \$6.00	\$0.60	\$6.00	\$528.00
6	180,000 @ \$6.00	\$0.60	\$6.00	\$1,188.00
8	240,000 @ \$6.00	\$0.60	\$6.00	\$1,584.00

(Ord. 87-20. Passed 10-26-20.)

**TABLE B
SEWER RATES**

[Effective January 1, 2022] **EFFECTIVE JANUARY 1, 2026**

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$18.48] \$20.67
1	6,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$36.96] \$41.34
1½	10,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$61.60] \$68.90
2	20,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$123.20] \$137.80

3	45,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$277.20] \$310.05
4	80,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$492.80] \$551.20
6	180,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$1,108.80] \$1,240.20
8	240,000 @ [\$5.66] \$6.24	\$0.[50]65	[\$5.66] \$6.24	[\$1,478.40] \$1,653.60

[{Ord. 87-20. Passed 10-26-20-}]

**TABLE C
SEWER RATES**

[Effective January 1, 2023] **EFFECTIVE JANUARY 1, 2027**

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$18.72] \$21.57
1	6,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$37.44] \$43.14
1½	10,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$62.40] \$71.90
2	20,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$124.80] \$143.80
3	45,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$280.80] \$323.55
4	80,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$499.20] \$575.20
6	180,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$1,123.20] \$1,294.20
8	240,000 @ [\$5.74] \$6.49	\$0.[50]70	[\$5.74] \$6.49	[\$1,497.60] \$1,725.60

[{Ord. 87-20. Passed 10-26-20-}]

**TABLE D
SEWER RATES**

[Effective January 1, 2024] **EFFECTIVE JANUARY 1, 2028**

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$19.29] \$22.11
1	6,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$38.58] \$44.22
1½	10,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$64.30] \$73.70
2	20,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$128.60] \$147.40
3	45,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$289.35] \$331.65
4	80,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$514.40] \$589.60
6	180,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$1,157.40] \$1,326.60
8	240,000 @ [\$5.83] \$6.62	\$0.[60]75	[\$5.83] \$6.62	[\$1,543.20] \$1,768.80

[{Ord. 87-20. Passed 10-26-20-}]

**TABLE E
SEWER RATES**

[SANITARY SEWER RATES]

[Gallons @ Rate Per 1,000]

[Effective January 1, 2025]

EFFECTIVE JANUARY 1, 2029

Meter Size (inches)	Monthly Gallons Minimum	Monthly Gallons Surcharge	Over Minimum	Monthly Minimum Charge
3/4	3,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$19.80] \$22.65
1	6,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$39.60] \$45.30
1½	10,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$66.00] \$75.50
2	20,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$132.00] \$151.00
3	45,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$297.00] \$339.75
4	80,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$528.00] \$604.00
6	180,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$1,188.00] \$1,359.00
8	240,000 @ \$6. 00 75	\$0. 60 80	\$6. 00 75	[\$1,584.00] \$1,812.00

[{Ord. 87-20. Passed 10-26-20-.}]

**TABLE F
SEWER RATES**

SANITARY SEWER RATES

GALLONS @ RATE PER 1,000

EFFECTIVE JANUARY 1, 2030

METER SIZE (INCHES)	MONTHLY GALLONS MINIMUM	MONTHLY GALLONS SURCHARGE	OVER MINIMUM	MONTHLY MINIMUM CHARGE
¾	3,000 @ \$6.85	\$0.85	\$6.85	\$23.10
1	6,000 @ \$6.85	\$0.85	\$6.85	\$46.20
1-1/2	10,000 @ \$6.85	\$0.85	\$6.85	\$77.00
2	20,000 @ \$6..85	\$0.85	\$6.85	\$154.00
3	45,000 @ \$6.85	\$0.85	\$6.85	\$346.50
4	80,000 @ \$6.85	\$0.85	\$6.85	\$616.00
6	180,000 @ \$6.85	\$0.85	\$6.85	\$1,386.00
8	240,000 @ \$6.85	\$0.85	\$6.85	\$1,848.00



**City Council Communication
Regular Meeting - September 22, 2025**

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

Subject:
Forest Fair Mall TIF Termination

Legislation Title:
Ordinance authorizing termination of a property tax exemption granted pursuant to Section 5709.40 of the Ohio Revised Code, and declaring an emergency.

- 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 approve the ordinance as emergency.

Discussion:

In 2004, bonds were issued by the Port Authority of Greater Cincinnati to finance the construction of public parking and roadway improvements completed when the Mills Corporation renovated the Forest Fair Mall property. A Tax Increment Financing (TIF) district was established at that time to generate special assessment payments to repay the bonds. As part of the redevelopment of the mall property, the outstanding balance of the bonds was paid off during the real estate closing that was completed in August when Hillwood purchased a portion of the mall site.

Now that the bonds are paid in full and defeased, the TIF can now be terminated. This ordinance authorizes termination of the TIF and appropriate notification to Butler County, the State of Ohio, and Fairfield City Schools. The City of Forest Park is similarly anticipated to terminate the TIF applying to the portion of the mall site in Forest Park.

Financial Impact:

None

Emergency Provision:

Yes - Emergency approval is requested to provide timely notification of the termination to taxing agencies.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Forest Fair TIF Termination Ordinance

ORDINANCE NO. _____

**AUTHORIZING TERMINATION OF A PROPERTY
TAX EXEMPTION GRANTED PURSUANT TO SECTION
5709.40 OF THE OHIO REVISED CODE, AND DECLARING
AN EMERGENCY.**

WHEREAS, this City Council (the "Council") of the City of Fairfield, Ohio (the "City") previously adopted Ordinance No. 176-03 on November 10, 2003, (the "TIF Ordinance"), attached hereto as Exhibit A, which declared certain improvements to parcels of real property located in the City of Fairfield, Ohio to be a public purpose under Section 5709.40 of the Ohio Revised Code and exempted such improvements from real property taxation for a period of 30 years, commencing with tax year 2005; and

WHEREAS, the State Tax Commissioner previously approved the exemption application filed with respect to such property tax exemptions for the parcels set forth in Exhibit A to the TIF Ordinance, see Exhibit B attached hereto; and

WHEREAS, The City entered into a compensation agreement with Fairfield City School District related to the TIF exemptions; and

WHEREAS, pursuant to the TIF Ordinance and Section 5709.43 et seq. of the Ohio Revised Code, the City created the City of Fairfield (Mills Project) Public Improvement Tax Increment Equivalent Fund (the "Mills TIF Fund") in connection with the exemption of real property taxes on that certain property in the City; and

WHEREAS, the City, the City of Forest Park, Ohio, the Port Authority of Greater Cincinnati Development Authority, (the "Port") and Cincinnati Mills, LLC entered into a Tax Increment Service and Cooperative Agreement, (the "Cooperative Agreement") to provide for the financing, construction, operation and maintenance of public infrastructure improvements; and

WHEREAS, the Port, heretofore authorized, sold and delivered its \$18,000,000 Special Obligation Development Revenue Bonds (Cooperative Public Parking and Infrastructure Project), dated February 1, 2004 (the "Mills Bonds"), to finance the cost of constructing public parking and road improvements, in the City which constituted the public improvements pursuant to the TIF Ordinance, of which \$9,760,000 remains outstanding; and

WHEREAS, pursuant to the Cooperative Agreement, the City has pledged all service payments in lieu of taxes received by the City for deposit into the Mills TIF, pursuant to the TIF Ordinance, to the Port for payment of school compensation to Fairfield City School District and debt service on the Mills Port Bonds; and

WHEREAS, the City has transferred all required amounts from the Mills TIF Fund from service payments in lieu of taxes pursuant to Section 5709.42 to U.S. Bank Corporate Trust National Association, as Trustee for the Mills Port Bonds and Assignee of the Port; and

WHEREAS, an amount sufficient to defease the Mills Port Bonds has been deposited with U.S. Bank Corporate Trust National Association, as Trustee, and the Trustee has been instructed

by the Port to redeem and pay off the Mills Port Bonds in full. The Trustee has sent the required notices to bondholders and the Mills Port Bonds will be redeemed and paid on September 19, 2025; and

WHEREAS, upon payment of the outstanding portion of the Mills Port Bonds, the public improvements provided for by the TIF Ordinance will have been paid for and no other obligation is outstanding, which is payable from the Mills TIF Fund; and

WHEREAS, pursuant to Section 5709.40 of the Ohio Revised Code and TIF Ordinance the exemption from real property taxes granted pursuant to the TIF Ordinance terminates upon the earlier of the date that is 30 years from the commencement date of the exemption or the date upon which all public improvements have been paid for; and

WHEREAS, all compensation payments, due to date, to the Fairfield City School District (the "School District") have been paid, pursuant to the respective Tax Incentive Agreement and the Development Agreement, dated April 14, 2025, entered into among the School District, the City, Cincinnati Holding Co. LLC and Industrial VI Enterprises, LLC;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Fairfield, (hereinafter called the "City"), County of Butler, Ohio:

SECTION 1. That it is hereby determined to be necessary to terminate the exemption from real property taxes granted by Ordinance No. 176-03, and the Journal Entry (Exhibit B) for the parcels set forth in Exhibit A to Ordinance No. 176-03, upon defeasance of the outstanding Mills Port Bonds, which were issued to construct the public improvements.

SECTION 2. That upon redemption of the Mills Port Bonds issued to construct the public improvements, the Finance Director is hereby authorized and directed to notify the Butler County Auditor and the State Tax Commissioner that such Bonds have been redeemed and that the public improvements have been paid for and such exemption should be terminated.

SECTION 3. That the Finance Director is further authorized and directed to give notice of the termination of such real property tax exemption to the affected property owners and the Fairfield City School District.

SECTION 4. That the City Manager and the Finance Director are each hereby authorized and directed to enter into and execute such additional documents deemed necessary and appropriate by the City's legal counsel to effectuate the termination of the property tax exemption, including terminating or evidencing termination of any documents previously entered into or executed by the City in connection with the issuance of the Mills Bonds by the Port.

SECTION 5. That the Clerk of Council is hereby directed to forward a certified copy of this ordinance to the Butler County Auditor and the Ohio Tax Commissioner.

SECTION 6. 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 the law.

SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City in order effectuate termination of property tax exemptions in the City as herein provided, and it shall take effect immediately upon its adoption.

ADOPTED: _____, 2025.

Mayor

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance
No. _____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this
day to the Butler County Auditor.

Clerk of Council

Dated: _____, 2025

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing
ordinance.

Butler County Auditor

Dated: _____, 2025

EXHIBIT A
TIF ORDINANCE

ORDINANCE NO. 176-03

**DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY
LOCATED IN THE CITY OF FAIRFIELD, OHIO TO BE A PUBLIC PURPOSE
UNDER SECTION 5709.40 OF THE OHIO REVISED CODE, EXEMPTING
SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION,
AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT, SCHOOL
COMPENSATION AGREEMENT,
AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY,
ESTABLISHING A TAX INCREMENT EQUIVALENT FUND
AND DECLARING AN EMERGENCY.**

WHEREAS, Section 5709.40 et seq. of the Ohio Revised Code authorizes municipal corporations to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, this Council wishes to use the authority granted pursuant to such Sections in connection with exempting from real property taxation certain improvements in the City and constructing certain public infrastructure improvements in the City which will benefit the improvements in order to meet the public health, safety, welfare and convenience needs of the area, including future development and traffic capacity;

WHEREAS, notice has been given to Fairfield City School District of the consideration of an ordinance providing for tax increment financing, as required by Section 5709.40 of the Ohio Revised Code, and this Council and Fairfield City School District has agreed to enter into a Tax Incentive Agreement with respect to the property which is exempted under Section 5709.40; and

WHEREAS, the Fairfield City School District has by resolution adopted November 10, 2003, approved the tax increment financing and exemption from real property taxes for thirty (30) years up to one hundred percent (100%) of the further improvements on the property described in Exhibit A attached hereto; and

WHEREAS, the City desires that the Port of Greater Cincinnati Development Authority (the "Port") construct the Public Infrastructure Improvements and anticipates that the Port will finance costs relating thereto by the issuance of bonds by the Port secured by those service payments in lieu of taxes (the "Bonds") under the terms of a cooperative agreement expected to be entered into with the Port, the City of Fairfield, and the City of Forest Park among others;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield, Butler County, State of Ohio, 7 members elected thereto concurring:

SECTION 1. That this Council hereby finds and declares that certain Public Infrastructure Improvements in the City, to wit: the planning, design, construction of and land acquisition for public parking facilities, street improvements and alterations

to existing streets, walkways, traffic control devices, signage, lighting, landscaping, security equipment and facilities, storm water sewers, detention facilities, and related improvements, are a public purpose and that those Public Infrastructure Improvements are necessary for the further development and improvement of the parcels of land described in Exhibit A attached to this Ordinance (such parcels are hereinafter collectively referred to as the "Mills TIF District"), but excluding any and all residential property located within Exhibit A, which parcels are located in the incorporated area of the City; for the creation of jobs; increasing property values, and the provision of adequate public services in the City of Fairfield. The further development of the parcels in the Mills TIF District is hereby declared a public purpose and will place direct additional demand on the Public Infrastructure Improvements.

SECTION 2. That, pursuant to Section 5709.40 of the Ohio Revised Code, 100% of the increase in the assessed value of the parcels in the Mills TIF District that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) are exempt from real property taxation commencing on the effective date of this Ordinance and ending on the earlier of (1) a period of thirty (30) years, commencing with the tax year the Improvements first appear on the tax list and duplicate after the legislation is adopted or (2) the date on which the specific Public Infrastructure Improvements as described in Section 1 above (the "Public Infrastructure Improvements") that will benefit the Mills TIF District are paid in full from the Tax Increment Equivalent Fund, as defined in Section 4 hereof, but in no case shall the Improvements be exempted from taxation for more than thirty (30) years. It is hereby determined that (i) a portion of the Improvements shall be exempt from real property taxation, (ii) such portion shall be 100% of the assessed value of the Improvements, and (iii) the Public Infrastructure Improvements directly benefit, or once made will directly benefit, the Mills TIF District.

SECTION 3. That pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the Improvements shall be required to make annual service payments in lieu of taxes (the "Service Payments") to the Butler County Treasurer on or before the final dates for payment of real property taxes. This Council hereby expresses its intention and authorizes the City Manager, in the name of and on behalf of the City, to enter into such tax incentive, service and cooperative agreements as he deems necessary and appropriate to assure the payment of such Service Payments, such agreements to be consistent with this Ordinance and in the form satisfactory to the City Manager which shall be substantially in the form on file with the Clerk of Council, together with such revisions or additions as are required or approved by the City Manager and Law Director consistent with the objectives and requirements of this Ordinance, which approval shall be conclusively evidenced by the signing of such agreement.

SECTION 4. That pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the City of Fairfield (Mills Project) Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Infrastructure Improvements, including making payments to

the Port, which may be the issuer of the Bonds issued to finance the Public Infrastructure Improvements, and to make payments to the Fairfield City School District after said School District and the City enter into a Tax Incentive Agreement with respect to the Mills TIF District which is hereby authorized. This Council hereby authorizes the City Manager, in the name of and on behalf of the City, to execute such agreement, which shall be consistent with this Ordinance and substantially in the form on file with the Clerk of Council, together with such revisions or additions as are approved by the City Manager and Law Director consistent with the objectives and requirements of this Ordinance, which approval shall be conclusively evidenced by the signing of such Tax Incentive Agreement.

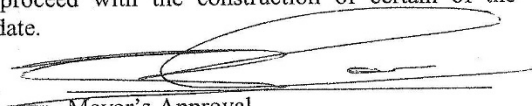
SECTION 5. That the Clerk is hereby directed to forward a copy of this Ordinance to the County Auditor of Butler County.

SECTION 6. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Economic Development Director or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

SECTION 7. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken 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 taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 8. That this Ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its adoption for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City for the reason that the City must proceed with the construction of certain of the improvements at the earliest possible date.

Passed 11-10-03


Mayor's Approval

First Reading 11-10-03

Rules Suspended 11-10-03

Second Reading

Third Reading

Emergency Measure 11-10-03

ATTEST:

Dena C morsel
Clerk of Council

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

Dena C morsel
Clerk of Council

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 176-03.

Dana C morsch
Clerk of Council

CERTIFICATE

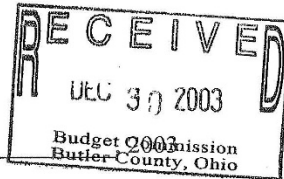
The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the county auditor.

Dana C morsch
Clerk of Council

Dated: 11-10, 2003

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.



Dated: _____

Larry Regan
County Auditor

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the creation of a tax increment district and a tax increment equivalent fund:

Mayor	<u>Erick L. Cook</u>
Finance Director	<u>James A. Hanson</u>
City Manager	<u>Arthur E. Pizzano</u>
Clerk of Council	<u>Dena C. Morsch</u>
Member of Council	<u>Howard R. Dirksen</u>
Member of Council	<u>Jeffrey L. Holtegel</u>
Member of Council	<u>Ron D'Epifanio</u>
Member of Council	<u>Steven E. Miller</u>
Member of Council	<u>Michael D. Snyder</u>
Member of Council	<u>Jill Kinder</u>
Member of Council	<u>Mark Scharringhausen</u>
Law Director	<u>John H. Clemmons</u>


Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and creation of a tax increment district and a tax increment equivalent fund.

Dena C Morsch
Clerk of Council

RV 11/10/03EXHIBIT A

**Description of Property To Comprise
Fairfield and Forest Park-Forest Fair Mall Tax Increment Financing District**

Properties, excluding all public parking and other infrastructure facilities, constituting Public Infrastructure Improvements, to be established (the public parking and other infrastructure facilities are located or to be located on the real estate described in Exhibit 2 attached to this Exhibit A), adjacent to Winton Road to be bounded by Kolb Drive (plus detention pond parcel) to the north and Interstate 275 to the south, and known at the time the District is established by the following property owner name or property description:

<u>Site</u>	<u>Parcel Number</u>	<u>Estimated Acreage</u> (Per County - Auditor's Tax Records)	<u>Owner (for all parcels)</u>
Forest Fair Mall			
<u>Butler County Portion:</u> (Fairfield)			
	A0700017000078	21.727 Acres	Cincinnati Mills, L.L.C. (formerly known as Mills Forest Fair, LLC)
	A0700017000087	1.054 Acres	" "
<u>Hamilton County</u> (Forest Park)			
	589-1-4	No Acres Listed	" "
	591-28-1	0.012 Acres	" "
	591-28-93	25.938 Acres	" "
	591-28-280	6.142 Acres	" "
	591-28-281	0.744 Acres	" "
	591-28-282	5.006 Acres	" "
	591-28-283	33.87 Acres	" "
	591-28-283	1.374 Acres	GMRI, Inc.
	589-1-12	0.036 Acres	Chipotle Mexican Grill, Inc.
	591-28-288	0.476 Acres	Chipotle Mexican Grill, Inc.

(All of these Properties are more fully described in Exhibit 1 attached to this Exhibit A)

Description of Property
Forest Fair Mall
City of Forest Park
City of Fairfield
Total Remaining Parcel
Gilmore Road & I-275
July 17, 2002
Page 1

EXHIBIT 1

DESCRIPTION OF PROPERTY
FOREST FAIR MALL
CITY OF FOREST PARK
CITY OF FAIRFIELD
TOTAL REMAINING PARCEL
GILMORE ROAD & I-275
July 17, 2002

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY WITHIN
THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO BEING
DESCRIBED AS FOLLOWS:

Situated in Section 20, Township 2, Entire Range 2, City of Fairfield, County of
Butler, State of Ohio, also being part of Fairfield City Lot No. 483, and being
part of that real estate conveyed to Gator Forest Partners LTD by deed recorded in
Official Record Volume 6168, Page 855 (all references to deeds, microfiche,
plats, surveys, etc. refer to the records of the Butler County Recorder's Office,
unless noted otherwise) and being more particularly bounded and described as
follows:

Commencing at the southwest corner of said Section 20, also being the centerline
of Gilmore Road;

Thence North 80°04'29" East, leaving the centerline of said Gilmore Road, along
the south line of said Section 20 for a distance of 364.94 feet to the east line of a
1.465 acre tract, also being the TRUE PLACE OF BEGINNING for the land
herein described;

Thence leaving the south line of said Section 20, along the east and north lines of
said 1.465 acre tract the following four (4) courses:

- 1) North 4°20'13" East for a distance of 144.12 feet;
- 2) Along the arc of a curve to the left having a radius of 25.00 feet for an
arc distance of 39.27 feet, the chord of said arc being subtended by a central angle
of 90°00'00" and a long chord bearing North 40°39'47" West for a distance of
35.36 feet;
- 3) North 85°39'47" West for a distance of 223.06 feet;

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Description of Property
 Forest Fair Mall
 City of Forest Park
 City of Fairfield
 Total Remaining Parcel
 Gilmore Road & I-275
 July 17, 2002
 Page 2

4) Along the arc of a curve to the left having a radius of 35.00 feet for an arc distance of 55.13 feet, the chord of said arc being subtended by a central angle of $90^{\circ}15'22''$ and a long chord bearing South $49^{\circ}12'32''$ West for a distance of 49.61 feet to the proposed east right-of-way of Gilmore Road;

Thence North $4^{\circ}04'51''$ East, along the proposed east right-of-way of Gilmore Road for a distance of 105.75 feet to the west line of a 1.276 acre tract of land conveyed to Ryan's Family Steak Houses, East, Inc. by deed recorded in Official Record Volume 6628, Page 1262;

Thence leaving the proposed east right-of-way of Gilmore Road along the lines of said Ryan's Family Steak Houses tract the following five (5) courses:

1) Along the arc of a curve to the left having a radius of 35.00 feet for an arc distance of 54.98 feet, the chord of said arc being subtended by a central angle of $90^{\circ}00'00''$ and a long chord bearing South $40^{\circ}55'09''$ East for a distance of 49.50 feet;

2) South $85^{\circ}55'09''$ East for a distance of 212.30 feet;

3) Along the arc of a curve to the left having a radius of 35.00 feet for an arc distance of 48.94 feet, the chord of said arc being subtended by a central angle of $80^{\circ}07'10''$ and a long chord bearing North $54^{\circ}01'16''$ East for a distance of 45.05 feet;

4) North $13^{\circ}57'41''$ East for a distance of 164.41 feet;

5) North $85^{\circ}55'09''$ West for a distance of 35.23 feet to the southeast corner of a 1.617 acre tract of land conveyed to CNL APF Partners by deed recorded in Official Record Volume 6370, Page 1808;

Thence leaving the north line of said Ryan's Family Steak Houses tract along the lines of said CNL APF Partners tract the following seven (7) courses:

1) North $31^{\circ}15'00''$ East for a distance of 105.15 feet;

2) Along the arc of a curve to the left having a radius of 270.00 feet for an arc distance of 145.61 feet, the chord of said arc being subtended by a central angle of $30^{\circ}54'00''$ and a long chord bearing North $15^{\circ}48'00''$ East for a distance of 143.85 feet;

3) Along the arc of a curve to the left having a radius of 45.00 feet for an arc distance of 33.98 feet, the chord of said arc being subtended by a central angle of $43^{\circ}15'50''$ and a long chord bearing North $21^{\circ}16'55''$ West for a distance of 33.18 feet;

4) South $78^{\circ}35'17''$ West for a distance of 302.06 feet;

5) South $11^{\circ}24'43''$ East for a distance of 13.75 feet;

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Description of Property
Forest Fair Mall
City of Forest Park
City of Fairfield
Total Remaining Parcel
Gilmore Road & I-275
July 17, 2002
Page 3

6) South $43^{\circ}21'52''$ West for a distance of 44.15 feet;

7) North $71^{\circ}48'21''$ West for a distance of 25.19 feet to the existing east right-of-way of Gilmore Road;

Thence along the existing east right-of-way of Gilmore Road along of a curve to the right having a radius of 165.00 feet for an arc distance of 28.53 feet, the chord of said arc being subtended by a central angle of $9^{\circ}54'22''$ and a long chord bearing North $23^{\circ}08'50''$ East for a distance of 28.49 feet;

Thence along the arc of a transition curve to the right having a radius of 35.00 feet for an arc distance of 35.61 feet, the chord of said arc being subtended by a central angle of $58^{\circ}17'21''$ and a long chord bearing North $57^{\circ}14'42''$ East for a distance of 34.09 feet to the existing south right-of-way of Kolb Drive as dedicated per Plat Envelope 1790, Pages A & B of the Butler County Recorder's Office;

Thence along the existing south right-of-way of Kolb Drive the following six (6) courses;

1) Along the arc of a curve to the left having a radius of 443.79 feet for an arc distance of 94.19 feet, the chord of said arc being subtended by a central angle of $12^{\circ}09'36''$ and a long chord bearing North $80^{\circ}18'34''$ East for a distance of 94.01 feet;

2) North $79^{\circ}00'00''$ East for a distance of 178.58 feet;

3) North $74^{\circ}10'31''$ East for a distance of 151.79 feet;

4) North $76^{\circ}31'07''$ East for a distance of 386.47 feet;

5) North $79^{\circ}00'00''$ East for a distance of 446.82 feet;

6) Along the arc of a curve to the right having a radius of 171.00 feet for an arc distance of 200.93 feet, the chord of said arc being subtended by a central angle of $67^{\circ}19'24''$ and a long chord bearing South $67^{\circ}20'18''$ East for a distance of 189.57 feet;

Thence North $56^{\circ}19'24''$ East, leaving the existing south right-of-way of Kolb Drive for a distance of 79.00 feet;

Thence South $33^{\circ}40'36''$ East for a distance of 519.55 feet;

Thence along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 260.16 feet, the chord of said arc being subtended by a central angle of $66^{\circ}15'00''$ and a long chord bearing South $66^{\circ}48'06''$ East for a distance of 245.91 feet to the south line of said Section 20;

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Description of Property
Forest Fair Mall
City of Forest Park
City of Fairfield
Total Remaining Parcel
Gilmore Road & I-275
July 17, 2002
Page 4

Thence South $80^{\circ}04'24''$ West, along the south line of said Section 20 for a distance of 163.33 feet;

Thence South $80^{\circ}04'29''$ West, continuing along the south line of said Section 20 for a distance of 1641.42 feet to the place of beginning and containing 21.727 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Gator Forest Partners Ltd by deed recorded in Official Record Volume 6168, Page 855 of the Butler County Recorder's Office.

**ALSO THAT PORTION OF THE ABOVE DESCRIBED PROPERTY
WITHIN THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO BEING
DESCRIBED AS FOLLOWS:**

Situated in Section 20, Township 2, Entire Range 2, City of Fairfield, County of Butler, State of Ohio, and being part of City of Fairfield Lot No. 483, and being part of that real estate conveyed to Gator Delray LC by deed recorded in Official Record Volume 6192, Page 1878 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Butler County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Section 20, also being in the centerline of Gilmore Road;

Thence North $4^{\circ}00'00''$ East, along the west line of said Section 20 and the centerline of Gilmore Road for a distance of 1138.50 feet;

Thence North $80^{\circ}01'34''$ East, leaving the west line of said Section 20 and the centerline of Gilmore Road for a distance of 778.41 feet to the northwest corner of a tract of land conveyed to Gator Delray, L.C. by deed recorded in Official Record Volume 6192, Page 1878, also being the TRUE PLACE OF BEGINNING for the land herein described;

Thence North $80^{\circ}01'34''$ East, continuing along the north line of said Gator Delray tract for a distance of 119.69 feet to the northwest corner of a tract of land conveyed to Middletown Innkeepers, Inc. by deed recorded in Official Record Volume 6192, Page 1881;

Description of Property

Forest Fair Mall

City of Forest Park

City of Fairfield

Total Remaining Parcel

Gilmore Road & I-275

July 17, 2002

Page 5

Thence South 11°00'00" East, along the west line of said Middletown Innkeepers, Inc. for a distance of 372.09 feet to the existing north right-of-way of Kolb Drive

Thence along the existing north right-of-way of Kolb Drive the following two (2) courses:

- 1) South 79°00'00" West for a distance of 104.46 feet;
- 2) South 84°10'28" West for a distance of 21.97 feet to the southwest corner of said Gator Delray L.C. tract;

Thence North 9°58'26" West, leaving the existing north right-of-way of Kolb Drive for a distance of 372.32 feet to the place of beginning and containing 1.054 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Gator Delray, L. C. by deed recorded in Official Record Volume 6192, Page 1878 of the Butler County Recorder's Office.

This description was prepared from a field survey performed by Woolpert LLP under my direction in April of 1996 with bearings based upon deed recorded in Deed Book 1714, Page 420 of the Butler County Recorder's Office.

This parcel is shown on Volume 35, Page 106, Volume 31, Page 87, and Volume 34, Page 38 of the Butler County Engineer's Record of Land Surveys.

1273297

B56

**DESCRIPTION OF PROPERTY
FOREST FAIR MALL
CITY OF FAIRFIELD
TOTAL REMAINING PARCEL
GILMORE ROAD & I-275
September 26, 2002**



Woolpert LLP

4741 Rosslyn Drive

Cincinnati, OH 45209-1783

513.272.8300

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www.woolpert.com

**THE PORTION OF THE ABOVE DESCRIBED PROPERTY WITHIN
THE CITY OF FOREST PARK, HAMILTON COUNTY, OHIO BEING
DESCRIBED AS FOLLOWS:**

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, Township of Forest Park, County of Hamilton, State of Ohio, and being part of that real estate conveyed to Gator Forest Partners LTD by deeds recorded in Official Record Volume 7013, Page 2585 of the Hamilton County Recorder's Office (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being the centerline of Winton Road;

Thence North 80°04'29" East, leaving the centerline of Gilmore Road, along the north line of said Section 19 for a distance of 51.51 feet to the existing east right-of-way of Winton Road, **TRUE PLACE OF BEGINNING** for the land herein described

Thence continuing along the north line of said Section 19, North 80°04'29" East, for a distance of 82.63 feet, to the tract conveyed to OSF International Inc. by deed recorded in Official Record Volume 8682, Page 4100;

Thence, South 85°59'23" East, for a distance of 223.69 feet; along the south line of said OSF International Inc

Thence, North 4°20'13" East, along the east line of said OSF International Inc. tract for a distance of 55.59 feet to the north line of said Section 19;

Thence North 80°04'29" East, leaving the east line of said OSF International Inc. tract, along the north line of said Section 19 for a distance of 367.22 feet;

Thence South 9°55'31" East, leaving the north line of said Section 19 for a distance of 225.66 feet to the most northerly corner of a 5.006 acre tract conveyed



Description of Property

Forest Fair Mall

City of Forest Park

City of Fairfield

Total Remaining Parcel

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to Gator Forest Partners, Ltd. by deed recorded in Official Record Volume 7411, Page 1415;

Thence along the lines of said Gator Forest Partners, Ltd. tract the following six (6) courses:

- 1) South 33°39'54" East, passing the northeasterly corner of a two story shopping center known as Forest Fair Mall at 126.70 feet and 474.60 feet for a total distance of 487.70 feet;
- 2) South 56°19'24" West for a distance of 373.26 feet;
- 3) North 65°16'50" West for a distance of 135.75 feet;
- 4) North 49°40'52" West for a distance of 166.99 feet;
- 5) Along the arc of a curve to the right having a radius of 724.00 feet for an arc distance of 165.58 feet, the chord of said arc being subtended by a central angle of 13°06'13" and a long chord bearing North 46°19'23" West for a distance of 165.22 feet;
- 6) North 50°51'45" East for a distance of 529.11 feet;

Thence North 9°55'31" West, leaving the most northerly corner of said Gator Forest Partners, Ltd. tract for a distance of 225.66 feet to the north line of said Section 19;

Thence North 80°04'29" East, along the north line of said Section 19 for a distance of 1217.34 feet to the northwesterly corner of a 6.886 acre tract conveyed to Gator Forest Partners, Ltd. by deed recorded in Official Record Volume 7401, Page 1322;

Thence along the lines of said Gator Forest Partners, Ltd. the following fifteen (15) courses:

- 1) South 56°17'39" West for a distance of 21.98 feet;
- 2) South 11°17'24" West for a distance of 101.93 feet;
- 3) South 11°20'14" West for a distance of 232.38 feet;
- 4) South 78°40'42" East for a distance of 160.15 feet;
- 5) South 10°04'15" West for a distance of 21.91 feet;
- 6) South 78°40'47" East for a distance of 387.66 feet;
- 7) North 12°22'14" East for a distance of 33.82 feet;
- 8) South 78°15'54" East for a distance of 240.95 feet;
- 9) North 11°19'59" East for a distance of 248.24 feet;
- 10) South 75°09'54" East for a distance of 8.05 feet;
- 11) North 10°58'30" East for a distance of 222.79 feet;

Description of Property
Forest Fair Mall
City of Forest Park
City of Fairfield
Total Remaining Parcel
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- 12) North $78^{\circ}53'43''$ West for a distance of 124.48 feet;
- 13) South $11^{\circ}23'58''$ West for a distance of 115.84 feet;
- 14) South $59^{\circ}07'39''$ West for a distance of 19.72 feet;
- 15) North $78^{\circ}42'12''$ West for a distance of 639.16 feet to the north line of said Section 19;

Thence North $80^{\circ}04'29''$ East, leaving the lines of said Gator Forest Partners, Ltd. tract along the north line of said Section 19 for a distance of 54.03 feet;

Thence North $80^{\circ}04'24''$ East continuing along the north line of said Section 19 for a distance of 1170.17 feet to the existing Corporation Line between the City of Springdale and the City of Forest Park, also being in the west line of Beacon Hill Estate Subdivision, Block A, Part 3 as the same is recorded in Plat Book 174, Pages 47 and 48 of the Hamilton County Recorder's Office;

Thence South $3^{\circ}52'11''$ West, along the existing Corporation Line and the west line of said Beacon Hill Estate Subdivision and its' southerly extension for a distance of 1419.31 feet to the existing north limited access right-of-way of Interstate 275;

Thence along the north limited access right-of-way of Interstate 275 the following thirteen (13) courses:

- 1) North $75^{\circ}33'31''$ West for a distance of 197.78 feet;
- 2) North $80^{\circ}00'53''$ West for a distance of 208.92 feet;
- 3) North $81^{\circ}35'36''$ West for a distance of 209.86 feet;
- 4) North $86^{\circ}24'37''$ West for a distance of 301.51 feet;
- 5) South $81^{\circ}50'09''$ West for a distance of 235.85 feet;
- 6) South $80^{\circ}00'00''$ West for a distance of 703.79 feet;
- 7) Along the arc of a curve to the right having a radius of 355.00 feet for an arc distance of 114.92 feet, the chord of said arc being subtended by a central angle of $18^{\circ}32'50''$ and a long chord bearing South $89^{\circ}16'25''$ West for a distance of 114.42 feet;
- 8) North $85^{\circ}46'22''$ West for a distance of 186.66 feet;
- 9) North $64^{\circ}27'54''$ West for a distance of 282.31 feet;
- 10) North $65^{\circ}46'39''$ West for a distance of 345.80 feet;
- 11) North $88^{\circ}20'12''$ West for a distance of 111.39 feet;
- 12) South $78^{\circ}30'18''$ West for a distance of 127.40 feet;
- 13) North $41^{\circ}27'59''$ West for a distance of 65.31 feet to the east limited access right-of-way of Gilmore Road;

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Forest Fair Mall
City of Forest Park
City of Fairfield
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Gilmore Road & I-275
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Thence along the east limited access right-of-way of Gilmore Road the following six (6) courses:

- 1) North 2°51'45" East for a distance of 25.00 feet;
- 2) North 8°26'51" West for a distance of 101.98 feet;
- 3) North 2°51'45" East for a distance of 93.87 feet;
- 4) North 7°48'35" West for a distance of 108.00 feet;
- 5) North 88°24'54" East for a distance of 10.03 feet;
- 6) North 2°51'45" East for a distance of 256.89 feet;
- 7) North 4°00'00" East, for a distance of 11.91 feet to the place of

beginning and containing 61.381 acres, subject however to all covenants, conditions, restrictions, reservations, or easements of contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Gator Forest Partners, LTD, by deed recorded in Official Record Volume 7013, Page 2585 of the Hamilton County Recorder's Office.

**ALSO THAT PORTION OF THE ABOVE DESCRIBED PROPERTY
WITHIN THE CITY OF FOREST PARK, HAMILTON COUNTY, OHIO
BEING DESCRIBED AS FOLLOWS:**

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, Township of Forest Park, County of Hamilton, State of Ohio, and being all of that real estate conveyed to Gator Forest Partners LTD by deeds recorded in Official Record Volume 7401, Page 1322 of the Hamilton County Recorder's Office (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton Road;

Thence North 80°04'29" East, leaving the centerline of said Winton Road, along the north line of said Section 19 for a distance of 1949.50 feet to the TRUE PLACE OF BEGINNING for the land herein described;

Thence North 80°04'29" East, continuing along the north line of said Section 19 for a distance of 2.83 feet;

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Forest Fair Mall
City of Forest Park
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Thence South $78^{\circ}42'12''$ East leaving the north line of said Section 19, along an existing chain link fence for a distance of 52.82 feet;

Thence South $4^{\circ}14'07''$ West for a distance of 353.60 feet;

Thence North $78^{\circ}40'47''$ West for a distance of 114.62 feet;

Thence North $11^{\circ}20'14''$ East for a distance of 232.38 feet to a northwesterly corner of a one story shopping center known as Forest Fair Mall, also being a corner of a chain link fence;

Thence along said chain link fence the following two (2) courses:

- 1) North $11^{\circ}17'24''$ East for a distance of 101.93 feet;
- 2) North $56^{\circ}17'39''$ East for a distance of 21.98 feet to the place of beginning and containing 0.744 acres, subject however to all covenants, conditions, restrictions, reservations, or easements of contained in any instrument of record to the above described tract of land.

Being all of that real estate conveyed to Gator Forest Partners, LTD. by deed recorded in Official Record Volume 7401, Page 1322 of the Hamilton County Recorder's Office.

**ALSO THAT PORTION OF THE ABOVE DESCRIBED PROPERTY
WITHIN THE CITY OF FOREST PARK, HAMILTON COUNTY, OHIO
BEING DESCRIBED AS FOLLOWS:**

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, Township of Forest Park, County of Hamilton, State of Ohio, and being all of that real estate conveyed to Gator Forest Partners LTD by deeds recorded in Official Record Volume 7401, Page 1322 of the Hamilton County Recorder's Office (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton Road;

Thence North $80^{\circ}04'29''$ East, leaving the centerline of said Winton Road, along the north line of said Section 19 for a distance of 1952.33 feet;

1275297

Description of Property

Forest Fair Mall
City of Forest Park
City of Fairfield
Total Remaining Parcel
Gilmore Road & I-275
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Thence South $78^{\circ}42'12''$ East leaving the north line of said Section 19; along an existing chain link fence for a distance of 52.82 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence continuing along said existing chain link fence the following five (5) courses:

- 1) South $78^{\circ}42'12''$ East for a distance of 586.34 feet;
- 2) North $59^{\circ}07'39''$ East for a distance of 19.72 feet;
- 3) North $11^{\circ}23'58''$ East for a distance of 115.84 feet;
- 4) South $78^{\circ}53'43''$ East for a distance of 124.48 feet;
- 5) South $10^{\circ}58'30''$ West for a distance of 222.79 feet;

Thence North $75^{\circ}09'54''$ West, leaving said chain link fence for a distance of 8.05 feet to a northeasterly corner of a one story shopping center known as Forest Fair Mall;

Thence South $11^{\circ}19'59''$ West, along an easterly face of said Forest Fair Mall building for a distance of 248.24 feet to an easterly corner of said Forest Fair Mall building;

Thence North $78^{\circ}15'54''$ West, along the an easterly face of said Forest Fair Mall building and its' westerly extension for a distance of 240.95 feet;

Thence South $12^{\circ}22'14''$ West for a distance of 33.82 feet;

Thence North $78^{\circ}40'47''$ West for a distance of 387.66 feet;

Thence North $10^{\circ}04'15''$ East for a distance of 21.91 feet;

Thence North $78^{\circ}40'47''$ West for a distance of 45.53 feet;

Thence North $4^{\circ}14'07''$ East for a distance of 353.60 feet to the place of beginning and containing 6.142 acres, subject however to all covenants, conditions, restrictions, reservations, or easements of contained in any instrument of record to the above described tract of land.

Being all of that real estate conveyed to Gator Forest Partners, LTD. by deed recorded in Official Record Volume 7401, Page 1322 of the Hamilton County Recorder's Office.

1273297

Description of Property
Forest Fair Mall
City of Forest Park
City of Fairfield
Total Remaining Parcel
Gilmore Road & I-275
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**ALSO THAT PORTION OF THE ABOVE DESCRIBED PROPERTY
WITHIN THE CITY OF FOREST PARK, HAMILTON COUNTY, OHIO
BEING DESCRIBED AS FOLLOWS:**

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, Township of Forest Park, County of Hamilton, State of Ohio, and being all of that real estate conveyed to Gator Forest Partners LTD by deeds recorded in Official Record Volume 7411, Page 1415 of the Hamilton County Recorder's Office (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton Road;

Thence North $80^{\circ}04'29''$ East, leaving the centerline of said Winton Road, along the north line of said Section 19 for a distance of 732.16 feet;

Thence South $9^{\circ}55'31''$ East, leaving the north line of said Section 19 for a distance of 225.66 feet to the TRUE PLACE OF BEGINNING for the land herein described;

Thence South $33^{\circ}39'54''$ East, passing a northeasterly corner of a two story shopping center known as Forest Fair Mall at 126.70 feet and 474.60 feet for a total distance of 487.70 feet;

Thence South $56^{\circ}19'24''$ West for a distance of 373.26 feet;

Thence North $65^{\circ}16'50''$ West for a distance of 135.75 feet;

Thence North $49^{\circ}40'52''$ West for a distance of 166.99 feet;

Thence along the arc of a curve to the right having a radius of 724.00 feet for an arc distance of 165.58 feet, the chord of said arc being subtended by a central angle of $13^{\circ}06'13''$ and a long chord bearing North $46^{\circ}19'23''$ West for a distance of 165.22 feet;

Thence North $50^{\circ}51'45''$ East for a distance of 529.11 feet to the place of beginning and containing 5.006 acres, subject however to all covenants, conditions, restrictions, reservations, or easements of contained in any instrument of record to the above described tract of land.

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Forest Fair Mall
City of Forest Park
City of Fairfield
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Gilmore Road & I-275
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Being all of that real estate conveyed to Gator Forest Partners, LTD. by deed recorded in Official Record Volume 7411, Page 1415 of the Hamilton County Recorder's Office.

This description was prepared from a field survey performed by Woolpert LLP under my direction in June of 2000 with bearings based upon deed recorded in Official Record Volume 7401, Page 1322 of the Hamilton County Recorder's Office.

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EXHIBIT 2**DESCRIPTION OF PROPERTY
FOREST FAIR MALL
CITY OF FOREST PARK, OHIO
CITY OF FAIRFIELD, OHIO
PARKING GARAGE PARCEL**

September 9, 2003

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, County of Hamilton and Section 20, Township 2, Entire Range 2, City of Fairfield, County of Butler also being part of Lot 483 of the Lots of the City of Fairfield, State of Ohio, and being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 (Hamilton County) and Official Record Volume 6903, Page 162 (Butler County) (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County or Butler County Recorder's Office, as noted) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton/Gilmore Road;

Thence North 80°04'29" East, leaving the centerline of Winton/Gilmore Road, along the north line of said Section 19 for a distance of 1454.49 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence North 33°49'11" West, leaving the north line of said Section 19 for a distance of 346.20 feet;

Thence North 56°19'24" East for a distance of 57.92 feet;

Thence North 33°40'36" West for a distance of 76.08 feet;

Thence North 56°19'24" East for a distance of 44.16 feet;

Thence North 33°40'36" West for a distance of 15.00 feet;

Thence North 11°19'24" East for a distance of 21.21 feet;

Thence North 56°19'24" East for a distance of 10.00 feet;

Thence North 33°40'36" West for a distance of 133.92 feet;

Thence North 56°19'24" East for a distance of 170.84 feet;

Thence South 79°53'44" East for a distance of 166.21 feet;

Thence South 33°40'36" East for a distance of 605.00 feet;

Description of Property
Forest Fair Mall
City of Forest Park, Ohio
City of Fairfield, Ohio
Parking Garage Parcel
September 9, 2003
Page 2

Thence South 56°19'24" West for a distance of 297.60 feet;

Thence North 78°40'36" West for a distance of 85.45 feet;

Thence South 11°19'24" West for a distance of 20.28 feet;

Thence South 56°19'27" West for a distance of 44.47 feet;

North 33°49'11" West for a distance of 8.72 feet to the place of beginning and containing 6.072 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 (Hamilton County) and Official Record Volume 6903, Page 162 of the Butler County Recorder's Office.

This description was prepared from a field survey performed by Woolpert LLP under my direction in June of 2002 with bearings based upon deed recorded in Official Record Volume 9048, Page 5078 of the Hamilton County Recorder's Office.

WOOLPERT LLP

Paul W. Feie
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY
FOREST FAIR MALL
CITY OF FOREST PARK, OHIO
CITY OF FAIRFIELD, OHIO
DETENTION POND PARCEL**

September 9, 2003

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, County of Hamilton, State of Ohio, and being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County unless otherwise noted) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton/Gilmore Road;

Thence North 80°04'29" East, leaving the centerline of Winton/Gilmore Road, along the north line of said Section 19 for a distance of 51.51 feet to the existing east right-of-way of Winton/Gilmore Road;

Thence along the existing east right-of-way of Winton/Gilmore Road the following two (2) courses:

- 1) South 4°00'00" West for a distance of 11.91 feet;
- 2) South 2°51'45" West for a distance of 13.79 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence North 80°04'29" East for a distance of 85.52 feet;

Thence South 85°59'23" East for a distance of 39.47 feet;

Thence South 4°00'37" West for a distance of 225.08 feet;

Thence North 87°08'12" West for a distance of 118.35 feet to the existing east right-of-way of Winton/Gilmore Road;

Thence North 2°51'45" East, along the existing east right-of-way of Winton/Gilmore Road for a distance of 206.90 feet to the place of beginning and containing 0.607 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 Hamilton County Recorder's Office.

11-10-03 16:10

From-GRAYDON HEAD & RICHEY LLP

T-887 P.020/029 F-436

Description of Property
Forest Fair Mall
City of Forest Park, Ohio
City of Fairfield, Ohio
Detention Pond Parcel
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This description was prepared from a field survey performed by Woolpert LLP under my direction in June of 2002 with bearings based upon deed recorded in Official Record Volume 9048, Page 5078 of the Hamilton County Recorder's Office.

WOOLPERT LLP

Paul W. Feie
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY
FOREST FAIR MALL
CITY OF FOREST PARK, OHIO
CITY OF FAIRFIELD, OHIO
PARKING AREA PARCEL**

September 9, 2003

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, County of Hamilton, State of Ohio, and being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County unless otherwise noted) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton/Gilmore Road;

Thence South 2°51'45" West, along the west line of said Section 19, also being the centerline of Winton/Gilmore Road for a distance of 630.10 feet;

Thence South 87°08'15" East, leaving the west line of said Section 19, also being the centerline of Winton/Gilmore Road for a distance of 125.61 feet to the existing north limited access right-of-way of Interstate 275;

Thence along the existing north limited access right-of-way of Interstate 275 the following four (4) courses:

- 1) North 78°30'18" East for a distance of 127.40 feet;
- 2) South 88°20'12" East for a distance of 111.39 feet;
- 3) South 65°46'39" East for a distance of 345.80 feet;
- 4) South 64°27'54" East for a distance of 227.84 feet;

Thence North 25°32'06" East, leaving the existing north limited access right-of-way of Interstate 275 for a distance of 85.03 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence along the arc of a curve to the left having a radius of 752.00 feet for an arc distance of 322.83 feet, the chord of said arc being subtended by a central angle of 24°35'49" and a long chord bearing South 86°18'43" East for a distance of 320.36 feet;

Thence North 81°23'22" East for a distance of 491.47 feet;

Thence North 90°00'00" East for a distance of 79.35 feet;

Thence North 78°54'44" East for a distance of 113.24 feet;

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Forest Fair Mall
City of Forest Park, Ohio
City of Fairfield, Ohio
Parking Area Parcel
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Page 2

Thence North $83^{\circ}03'07''$ East for a distance of 216.87 feet;

Thence along the arc of a curve to the right having a radius of 532.86 feet for an arc distance of 94.76 feet, the chord of said arc being subtended by a central angle of $10^{\circ}11'20''$ and a long chord bearing North $89^{\circ}42'04''$ East for a distance of 94.64 feet;

Thence South $84^{\circ}26'37''$ East for a distance of 278.10 feet;

Thence South $81^{\circ}36'45''$ East for a distance of 34.47 feet;

Thence along the arc of a curve to the right having a radius of 15.00 feet for an arc distance of 22.79 feet, the chord of said arc being subtended by a central angle of $87^{\circ}03'51''$ and a long chord bearing North $54^{\circ}51'20''$ East for a distance of 20.66 feet;

Thence North $11^{\circ}19'24''$ East for a distance of 179.57 feet;

Thence North $78^{\circ}40'36''$ West for a distance of 248.00 feet;

Thence North $11^{\circ}19'24''$ East for a distance of 32.96 feet;

Thence North $78^{\circ}44'53''$ West for a distance of 493.41 feet;

Thence South $56^{\circ}19'24''$ West for a distance of 90.76 feet;

Thence South $27^{\circ}41'30''$ West for a distance of 37.56 feet;

Thence South $56^{\circ}19'24''$ West for a distance of 358.00 feet;

Thence North $33^{\circ}40'36''$ West for a distance of 88.52 feet;

Thence South $56^{\circ}19'25''$ West for a distance of 60.00 feet;

Thence North $33^{\circ}40'36''$ West for a distance of 64.68 feet;

Thence South $56^{\circ}19'24''$ West for a distance of 180.00 feet;

Thence North $33^{\circ}40'36''$ West for a distance of 82.47 feet;

Thence South $56^{\circ}35'25''$ West for a distance of 285.44 feet;

11-10-03

16:11

From-GRAYDON HEAD & RICHEY '1'P

T-887 P.023/029 F-436

Description of Property
Forest Fair Mall
City of Forest Park, Ohio
City of Fairfield, Ohio
Parking Area Parcel
September 9, 2003
Page 3

Thence South $12^{\circ}22'46''$ West for a distance of 29.85 feet;

Thence along the arc of a curve to the right having a radius of 25.00 feet for an arc distance of 37.70 feet, the chord of said arc being subtended by a central angle of $86^{\circ}23'35''$ and a long chord bearing South $30^{\circ}49'01''$ East for a distance of 34.23 feet to the place of beginning and containing 8.941 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 Hamilton County Recorder's Office.

This description was prepared from a field survey performed by Woolpert LLP under my direction in June of 2002 with bearings based upon deed recorded in Official Record Volume 9048, Page 5078 of the Hamilton County Recorder's Office.

WOOLPERT LLP

Paul W. Feje
Ohio Registered Surveyor No. 6723

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**DESCRIPTION OF PROPERTY
FOREST FAIR MALL
CITY OF FOREST PARK, OHIO
CITY OF FAIRFIELD, OHIO
RING ROAD PARCEL**

September 9, 2003

Situated in Section 19, Township 2, Entire Range 2, City of Forest Park, County of Hamilton and Section 20, Township 2, Entire Range 2, City of Fairfield, County of Butler also being part of Lot 483 of the Lots of the City of Fairfield, State of Ohio, and being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 (Hamilton County) and Official Record Volume 6903, Page 162 (Butler County) (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County or Butler County Recorder's Office, as noted) and being more particularly bounded and described as follows:

Commencing at the northwest corner of said Section 19, also being in the centerline of Winton/Gilmore Road;

Thence South $2^{\circ}51'45''$ West, along the west line of said Section 19, also being the centerline of Winton/Gilmore Road for a distance of 284.30 feet;

Thence South $87^{\circ}08'15''$ East, leaving the west line of said Section 19, also being the centerline of Winton/Gilmore Road for a distance of 44.84 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

Thence South $87^{\circ}05'46''$ East for a distance of 97.45 feet;

Thence along the arc of a curve to the right having a radius of 254.00 feet for an arc distance of 210.67 feet, the chord of said arc being subtended by a central angle of $47^{\circ}31'17''$ and a long chord bearing South $63^{\circ}20'08''$ East for a distance of 204.68 feet;

Thence South $39^{\circ}30'01''$ East for a distance of 61.11 feet;

Thence along the arc of a curve to the left having a radius of 724.00 feet for an arc distance of 165.58 feet, the chord of said arc being subtended by a central angle of $13^{\circ}06'13''$ and a long chord bearing South $46^{\circ}19'23''$ East for a distance of 165.22 feet;

Thence South $49^{\circ}40'52''$ East for a distance of 166.99 feet;

Thence South $65^{\circ}16'50''$ East for a distance of 202.00 feet;

Description of Property
Forest Fair Mall
City of Forest Park, Ohio
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Thence along the arc of a curve to the left having a radius of 752.00 feet for an arc distance of 437.45 feet, the chord of said arc being subtended by a central angle of $33^{\circ}19'48''$ and a long chord bearing South $81^{\circ}56'44''$ East for a distance of 431.31 feet;

Thence North $81^{\circ}23'22''$ East for a distance of 491.47 feet;

Thence North $90^{\circ}00'00''$ East for a distance of 79.35 feet;

Thence North $78^{\circ}54'44''$ East for a distance of 113.24 feet;

Thence North $83^{\circ}03'07''$ East for a distance of 216.87 feet;

Thence along the arc of a curve to the right having a radius of 532.86 feet for an arc distance of 94.76 feet, the chord of said arc being subtended by a central angle of $10^{\circ}11'20''$ and a long chord bearing North $89^{\circ}42'04''$ East for a distance of 94.64 feet;

Thence South $84^{\circ}26'37''$ East for a distance of 278.10 feet;

Thence South $81^{\circ}36'45''$ East for a distance of 176.30 feet;

Thence South $80^{\circ}00'53''$ East for a distance of 72.18 feet;

Thence along the arc of a curve to the left having a radius of 239.00 feet for an arc distance of 417.12 feet, the chord of said arc being subtended by a central angle of $99^{\circ}59'31''$ and a long chord bearing North $49^{\circ}59'45''$ East for a distance of 366.16 feet;

Thence North $3^{\circ}54'47''$ East for a distance of 708.20 feet;

Thence along the arc of a curve to the left having a radius of 214.00 feet for an arc distance of 387.71 feet, the chord of said arc being subtended by a central angle of $103^{\circ}48'15''$ and a long chord bearing North $48^{\circ}01'56''$ West for a distance of 336.82 feet;

Thence South $80^{\circ}04'26''$ West for a distance of 659.71 feet;

Thence along the arc of a curve to the right having a radius of 300.00 feet for an arc distance of 347.32 feet, the chord of said arc being subtended by a central angle of $66^{\circ}19'57''$ and a long chord bearing North $66^{\circ}50'34''$ West for a distance of 328.24 feet;

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Thence North $33^{\circ}40'36''$ West for a distance of 505.13 feet to the east terminus of Kolb Drive;

Thence North $56^{\circ}19'24''$ East, along the east terminus of Kolb Drive for a distance of 48.00 feet;

Thence South $33^{\circ}40'36''$ East, leaving the east terminus of Kolb Drive for a distance of 519.55 feet;

Thence along the arc of a curve to the left having a radius of 250.00 feet for an arc distance of 289.07 feet, the chord of said arc being subtended by a central angle of $66^{\circ}15'00''$ and a long chord bearing South $66^{\circ}48'06''$ East for a distance of 273.23 feet;

Thence North $80^{\circ}04'24''$ East for a distance of 656.17 feet;

Thence along the arc of a curve to the right having a radius of 250.00 feet for an arc distance of 452.90 feet, the chord of said arc being subtended by a central angle of $103^{\circ}47'47''$ and a long chord bearing South $48^{\circ}01'43''$ East for a distance of 393.46 feet;

Thence South $3^{\circ}51'11''$ West for a distance of 724.33 feet;

Thence along the arc of a curve to the right having a radius of 275.00 feet for an arc distance of 461.32 feet, the chord of said arc being subtended by a central angle of $96^{\circ}06'56''$ and a long chord bearing South $51^{\circ}55'39''$ West for a distance of 409.10 feet;

Thence North $81^{\circ}12'29''$ West for a distance of 283.20 feet;

Thence North $84^{\circ}52'29''$ West for a distance of 290.01 feet;

Thence South $83^{\circ}00'05''$ West for a distance of 253.74 feet;

Thence South $80^{\circ}37'59''$ West for a distance of 437.86 feet;

Thence South $81^{\circ}34'19''$ West for a distance of 245.27 feet;

Thence along the arc of a curve to the right having a radius of 800.00 feet for an arc distance of 465.37 feet, the chord of said arc being subtended by a central

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angle of $33^{\circ}19'48''$ and a long chord bearing North $81^{\circ}56'44''$ West for a distance of 458.84 feet;

Thence North $65^{\circ}11'50''$ West for a distance of 207.28 feet;

Thence along the arc of a curve to the right having a radius of 800.00 feet for an arc distance of 365.03 feet, the chord of said arc being subtended by a central angle of $26^{\circ}08'35''$ and a long chord bearing North $52^{\circ}12'32''$ West for a distance of 361.87 feet;

Thence North $39^{\circ}08'15''$ West for a distance of 51.00 feet;

Thence along the arc of a curve to the left having a radius of 178.00 feet for an arc distance of 203.36 feet, the chord of said arc being subtended by a central angle of $65^{\circ}27'36''$ and a long chord bearing North $71^{\circ}52'03''$ West for a distance of 192.48 feet;

Thence along the arc of a curve to the left having a radius of 52.26 feet for an arc distance of 38.09 feet, the chord of said arc being subtended by a central angle of $41^{\circ}45'50''$ and a long chord bearing South $54^{\circ}31'14''$ West for a distance of 37.26 feet to the existing east right-of-way of Winton/Gilmore Road;

Thence along the existing east right-of-way of Winton/Gilmore Road the following two (2) courses:

- 1) North $2^{\circ}51'45''$ East for a distance of 26.71 feet;
- 2) North $7^{\circ}48'35''$ West for a distance of 81.71 feet to the place of beginning and containing 5.963 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Mills Forest Fair LLC by deed recorded in Official Record Volume 9048, Page 5078 (Hamilton County) and Official Record Volume 6903, Page 162 of the Butler County Recorder's Office.

This description was prepared from a field survey performed by Woolpert LLP under my direction in June of 2002 with bearings based upon deed recorded in Official Record Volume 9048, Page 5078 of the Hamilton County Recorder's Office.

WOOLPERT LLP

11-10-03 18:12

From-GRAYDON HEAD & RICHEY LLP

T-887 P.028/029 F-436

Description of Property
Forest Fair Mall
City of Forest Park, Ohio
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Paul W. Feie
Ohio Registered Surveyor No. 6723

60366.01.103
C:\My Documents\60366lds4.doc

1.05 ACRES
(Northern Detention Pond)

**ALSO THAT PORTION OF THE ABOVE DESCRIBED PROPERTY
WITHIN THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO BEING
DESCRIBED AS FOLLOWS:**

Situated in Section 20, Township 2, Entire Range 2, City of Fairfield, County of Butler, State of Ohio, and being part of City of Fairfield Lot No. 483, and being part of that real estate conveyed to Gator Delray LC by deed recorded in Official Record Volume 6192, Page 1878 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Butler County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Section 20, also being in the centerline of Gilmore Road;

Thence North 4°00'00" East, along the west line of said Section 20 and the centerline of Gilmore Road for a distance of 1138.50 feet;

Thence North 80°01'34" East, leaving the west line of said Section 20 and the centerline of Gilmore Road for a distance of 778.41 feet to the northwest corner of a tract of land conveyed to Gator Delray, L.C. by deed recorded in Official Record Volume 6192, Page 1878, also being the TRUE PLACE OF BEGINNING for the land herein described;

Thence North 80°01'34" East, continuing along the north line of said Gator Delray tract for a distance of 119.69 feet to the northwest corner of a tract of land conveyed to Middletown Innkeepers, Inc. by deed recorded in Official Record Volume 6192, Page 1881;

Thence South 11°00'00" East, along the west line of said Middletown Innkeepers, Inc. for a distance of 372.09 feet to the existing north right-of-way of Kolb Drive

Thence along the existing north right-of-way of Kolb Drive the following two (2) courses:

- 1) South 79°00'00" West for a distance of 104.46 feet;
- 2) South 84°10'28" West for a distance of 21.97 feet to the southwest corner of said Gator Delray L.C. tract;

Thence North 9°58'26" West, leaving the existing north right-of-way of Kolb Drive for a distance of 372.32 feet to the place of beginning and containing 1.054 acres, subject however to all covenants, conditions, reservations or easements of record contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Gator Delray, L. C. by deed recorded in Official Record Volume 6192, Page 1878 of the Butler County Recorder's Office.

This description was prepared from a field survey performed by Woolpert LLP under my direction in April of 1996 with bearings based upon deed recorded in Deed Book 1714, Page 420 of the Butler County Recorder's Office.

This parcel is shown on Volume 35, Page 106, Volume 31, Page 87, and Volume 34, Page 38 of the Butler County Engineer's Record of Land Surveys.

CERTIFICATION

I, Dena C. Morsch, duly appointed Clerk of Council of the City of Fairfield, Butler County, Ohio, do hereby attest that the foregoing is an exact reproduction of Ordinance No. 176-03, formally adopted by the Council of the City of Fairfield, Ohio, on the 10th day of November, 2003, and is made part of the permanent records of the City of Fairfield, Ohio.

(seal)

Dena C Morsch
Dena C. Morsch
Clerk of Council
City of Fairfield, Ohio
Date: 12/30/2003

EXHIBIT B
JOURNAL ENTRY



0000000305

FINAL DETERMINATION

CORRECTING ENTRY

Date: JUN 28 2005

Cincinnati Mills, L.L.C.
1300 Wilson Boulevard, Suite 400, c/o General Counsel
Arlington, VA 22209-2300

Re: DTE No.: KE 4532
Auditor's No.: 04-126
County: Butler
School District: Fairfield School District
Parcel Number: A0700-017-000-078

This matter concerns an application for the exemption of real property from taxation. This final determination corrects the final determination issued on April 29, 2005.

This is the final determination of the Tax Commissioner on an application for exemption of real property from taxation filed on December 30, 2004. On November 10, 2003 the City of Fairfield passed Ordinance No. 176-03 creating a tax increment financing exemption pursuant to R.C. 5709.40 (B). This application for exemption of real property was filed by the owners of the property.

The Tax Commissioner finds that 100% of the increase in the assessed valuation of the improvements is exempt pursuant to R.C. 5709.40 and in accordance with the provisions of the municipal ordinance. "Improvement" means the increase in the assessed value of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under R.C. 5709.40(B) were it not for the exemption granted by that ordinance. "Improvement" does not include a public infrastructure improvement.

The Tax Commissioner further finds that since the property owners filed the application, the exemption is subject to limitations set forth in R.C. 5709.911 regarding other requests for exemption of the subject property. This exemption shall supercede an exemption granted under any other provision of the Revised Code unless provisions of R.C. 5709.911(B)(1) and (2) are satisfied.

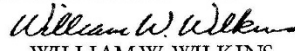
The Tax Commissioner therefore consents to the requested exemption and orders that 100% of the improvement of the real property described above be entered upon the list of property in said county which is exempt from taxation commencing in the first year in which an improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of the ordinance, and ending on the earlier of 30 years from such date of passage or the date on which the City can no longer require semiannual service payments

JUN 28 2005
0000000306

in lieu of taxes, and with such limitations as comport with the provisions set forth in R.C. 5709.40, R.C. 5709.911, R.C. 5713.081, and the relevant municipal ordinance.

THIS IS THE TAX COMMISSIONER'S FINAL DETERMINATION WITH REGARD TO THIS MATTER. NOTICE WILL BE SENT PURSUANT TO R.C. 5715.27 TO THE COUNTY AUDITOR. UPON EXPIRATION OF THE SIXTY-DAY APPEAL PERIOD PRESCRIBED BY R.C. 5717.02, THIS MATTER WILL BE CONCLUDED AND THE FILE APPROPRIATELY CLOSED.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE FINAL
DETERMINATION RECORDED IN THE TAX COMMISSIONER'S JOURNAL


WILLIAM W. WILKINS
TAX COMMISSIONER

/s/William W. Wilkins

William W. Wilkins
Tax Commissioner

CC:

The Honorable Dusty Rhodes
Hamilton County Auditor

City of Forest Park
Attn: City Manager
1201 W. Kemper Rd.
Forest Park, OH 45240

Brenda K. Wehmer, Esq.
Peck Shaffer & Williams LLP
201 E. Fifth St., Ste 900
Cincinnati, OH 45202

Cincinnati Mills, L.L.C.
Attn: Ms. Carolyn Lange
1300 Wilson Blvd, Ste 400
Arlington, VA 22209-2300

Mr. Randy L. Seymour, Treasurer
Northwest Local School District
3240 Banning Rd
Cincinnati, OH 45239

City of Fairfield
Attn: Dena Morsch, Clerk of Council
5350 Pleasant Ave
Fairfield, OH 45014-3597



**City Council Communication
Regular Meeting - September 22, 2025**

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

Subject:
Forest Fair Mall Special Assessment Termination

Legislation Title:
Ordinance declaring special assessments prepaid in full and authorizing remaining assessments not be collected, and declaring an emergency.

- 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 approve the ordinance as emergency.

Discussion:

In 2004, bonds were issued by the Port Authority of Greater Cincinnati to finance the construction of public parking and roadway improvements completed when the Mills Corporation renovated the Forest Fair Mall property. A Tax Increment Financing (TIF) district was established at that time to generate special assessment payments to repay the bonds. As part of the redevelopment of the mall property, the outstanding balance of the bonds was paid off during the real estate closing that was completed in August when Hillwood purchased a portion of the mall site.

Now that the bonds are paid in full and defeased, the special assessments no longer need to be collected. This ordinance declares that no additional special assessments need to be levied and instructs the Butler County Auditor to stop levying and collecting such assessments.

Financial Impact:

None

Emergency Provision:

Yes - Emergency approval is requested to provide timely notification to the Butler County Auditor.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. City of Fairfield Ordinance Declaring Special Assessments Pre Paid in Full(60761815.1)

ORDINANCE NO. _____

**DECLARING SPECIAL ASSESSMENTS PREPAID IN FULL
AND AUTHORIZING REMAINING ASSESSMENTS NOT BE COLLECTED,
AND DECLARING AN EMERGENCY.**

WHEREAS, on December 30, 2003, a Petition Requesting the City of Fairfield, Ohio (the “City”) construct certain infrastructure improvements and requesting special assessments to pay for 100% of the cost of those improvements be levied on the benefitted property (the “Petition”) was submitted to the City by Cincinnati Mills LLC, (“Mills”) the sole owner of the benefitted properties; and

WHEREAS, on January 12, 2004, this City Council (the “Council”) of the City adopted Resolution 02-04; Ordinance No. 5-04 and Ordinance 6-04, declaring the necessity of the requested infrastructure improvements and the levying of special assessments to pay the cost of such improvements, determining to proceed with such infrastructure improvements and such special assessments and levying the special assessments; and

WHEREAS, such special assessments were certified to the Butler County Auditor’s office in 2004, and pursuant to the Tax Increment Service and Cooperative Agreement entered into among the City, the City of Forest Park, Ohio, the Port of Greater Cincinnati Development Authority (the “Port”) and Mills (the “Cooperative Agreement”) providing for the financing, construction, operation and maintenance of public infrastructure improvements, such special assessments were adjusted and recertified to the Butler County Auditor each year for collection; and

WHEREAS, the Cooperative Agreement provided for the pledge of the special assessments to the Port for payment of debt service on the Port’s Special Obligation Development Revenue Bonds (Cooperative Public Parking and Infrastructure Project), (the “Mills Port Bonds”), along with the pledge of certain other revenues; and

WHEREAS, the Port, heretofore authorized, sold and delivered its \$18,000,000 Special Obligation Development Revenue Bonds (Cooperative Public Parking and Infrastructure Project), dated February 1, 2004 (the “Mills Bonds”), to finance the cost of constructing public parking and road improvements, in the City which constituted the public improvements pursuant to the TIF Ordinance, of which \$9,760,000 remains outstanding; and

WHEREAS, on August 20, 2025, an amount sufficient to defease the Mills Port Bonds has been deposited with U.S. Bank Corporate Trust National Association, as Trustee for the Mills Port Bonds and the Trustee has been instructed by the Port to redeem and pay off the Mills Port Bonds in full. The Trustee has sent the required notices to bondholders and the Mills Port Bonds will be redeemed and paid on September 19, 2025; and

WHEREAS, all past due and current special assessments have been paid in full with all fines, penalties and interest charges;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fairfield, Butler County, Ohio:

SECTION 1. That it is hereby determined that the special assessments levied pursuant to Ordinance No. 6-04 have been paid or prepaid in full and no additional assessments need to be levied or collected for the remaining term of the assessments, which is collection years 2026 through and including 2033.

SECTION 2. That this Council hereby instructs the Butler County Auditor to stop levying and collecting special assessments on the property set forth in Exhibit A attached hereto that were or are being levied pursuant to Ordinance No. 6-04.

SECTION 3. That the Clerk of Council is hereby directed to forward a certified copy of this ordinance to the Butler County Auditor.

SECTION 4. That the City Manager and the Finance Director are each hereby authorized and directed to enter into and execute such additional documents deemed necessary and appropriate by the City's legal counsel to terminate the special assessments, including terminating or evidencing termination of any documents previously entered into or executed by the City in connection with the issuance of the Mills Bonds by the Port.

SECTION 5. 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 the law.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City in order to provide for the orderly redevelopment of property in the City as herein provided, and it shall take effect immediately upon its adoption.

ADOPTED: _____, 2025.

Mayor

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance
No. _____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this
day to the Butler County Auditor.

Clerk of Council

Dated: _____, 2025

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing
ordinance.

Butler County Auditor

Dated: _____, 2025

EXHIBIT A

Cincinnati Mills
Allocation of Assessments to Parcels

Tax Parcel	Acreage	Property Use	Assessable Acreage	Assessable SF	Principal Portion of Special Assessment	Total Special Assessment
Butler County						
A0700017000078 (Part 1)	14.872	Kohls, mall, parking and garage	14.872	283,144	\$3,483,923	\$7,905,748
A0700017000078 (Part 2)	0.415	Residual parcel	0.415		\$14,802	\$33,590
A0700017000097 Exempt	5.711	Garage				\$0
A0700017000098 Exempt	0.729	Ring road				\$0
A0700017000087 Exempt	1.054	Detention pond				\$0
	22.781					
		Total	15.287	283,144	\$3,498,725	\$7,939,338

EXHIBIT B

CITY OF FAIRFIELD, OHIO

ORDINANCE NO. 6-04

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR
THE PURPOSE OF CONSTRUCTING CERTAIN
IMPROVEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, this Council 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

WHEREAS, the City of Fairfield has pursuant to Chapter 727 of the Ohio Revised Code authorized the assessments be levied and collected prior to the commencement of construction of the improvements identified in such Resolution (hereinafter called the "Improvements");

NOW, THEREFORE, the City of Fairfield (herein the "City"), Counties of Butler and Hamilton, Ohio hereby ordains:

SECTION 1. That the list of assessments of the cost and expense of the Improvements amounting in the aggregate to \$18,000,000 plus Administrative Expenses, which were set forth in the petition requesting the improvements previously accepted by this Council (the "Petition"), as previously reported to this Council and now on file in the office of the Clerk of this Council, be and the same is hereby adopted and confirmed and that there be and are hereby levied and assessed upon the lots and lands bounding and abutting upon the Improvements the several amounts reported on such list.

SECTION 2. That this Council hereby finds and determines that the assessments, as now on file in the office of said Clerk, are in proportion to the benefits received as set forth in the Petition.

SECTION 3. That the assessment against each lot or parcel of land shall be payable in cash within thirty (30) days after the first publication of the notice of this Ordinance. All cash payments shall be made at the office of the City Finance Director. All assessments and installments thereof remaining unpaid at the expiration of said thirty (30) days shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed by him or her on the tax duplicate and collected as set forth in the Petition, as other taxes are collected. The assessments collected shall be used by the City to meet its obligations under the Cooperative Agreement to be entered into among the City, the City of Forest Park Ohio, the Port of Greater Cincinnati Development Authority and Cincinnati Mills, LLC.

SECTION 4. That the Clerk of Council shall cause a notice of the adoption of this Ordinance to be published once in a newspaper of general circulation in this City and to continue on file in his or her office said assessments.

SECTION 4. That the Clerk of Council shall cause a notice of the adoption of this Ordinance to be published once in a newspaper of general circulation in this City and to continue on file in his or her office said assessments.

SECTION 5. 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 6. 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.

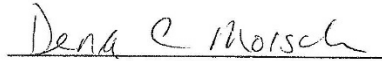
SECTION 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of this City, and for the further reason that the immediate adoption of said Ordinance is necessary for the orderly financing of the project to which it relates; therefore, this Ordinance shall be in full force and effect from and immediately after its adoption.

ADOPTED January 12 2004.



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 12 of January, 2004, and that on the 13 day of February, 2004, 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.

Dena C. Morson
Clerk of Council

RECEIPT

The undersigned hereby acknowledges receipt of the foregoing Ordinance.

Kay Rogers
County Auditor

Dated:

2/13/04

NOTICE OF ASSESSING ORDINANCE

Notice is hereby given that the Council of the City of Fairfield, Ohio, passed on January 12, 2004, Ordinance No. 6-04 levying special assessments for the purpose of acquiring and constructing improvements to (i) a ring road starting at the end of Kolb Road, (ii) surface parking along such ring road, (iii) the parking garage located on Kolb Road and (iv) related detention facilities as set forth in the Petition, including acquiring the site therefore or an interest therein and existing facilities thereon and related financing and ongoing administrative fees and expenses; that the assessment against each lot or parcel of land may be paid in cash within thirty (30) days from the date of passage as above-mentioned, or if not paid in cash shall be certified to the County Auditor for collection with other taxes in twenty-nine (29) annual or fifty-eight (58) semi-annual installments with interest thereon at the same rate as shall be borne by the bonds issued in anticipation of the collection of such assessments.

The assessments levied by such Ordinance are now on file and may be inspected in the office of the Clerk of Council of this Municipality.

By Order of the Council of the
City of Fairfield, Ohio

Dana C Morsch
Clerk of Council

Cincinnati Mills
Allocation of Assessments to Parcels

Tax Parcel	Acreage	Property Use	Assessable Acreage	Assessable SF	Principal Portion of Special Assessment	Total Special Assessment
Butler County						
A0700017000078 (Part 1)	14.872	Kohls, mall, parking and garage	14.872	283,144	\$3,483,923	\$7,905,748
A0700017000078 (Part 2)	0.415	Residual parcel	0.415		\$14,802	\$33,590
A0700017000097 Exempt	5.711	Garage				\$0
A0700017000098 Exempt	0.729	Ring road				\$0
A0700017000087 Exempt	1.054	Detention pond				\$0
	22.781	Total	15.287	283,144	\$3,498,725	\$7,939,338

CERTIFICATION

I, Dena C. Morsch, duly appointed Clerk of Council of the City of Fairfield, Butler County, Ohio, do hereby attest that the foregoing is an exact reproduction of Ordinance No. 6-04, formally adopted by the Council of the City of Fairfield, Ohio, on the 12th day of January, 2004, and is made part of the permanent records of the City of Fairfield, Ohio.

(seal)

Dena C. Morsch

Dena C. Morsch
Clerk of Council
City of Fairfield, Ohio

Date: 2-13-04



**City Council Communication
Regular Meeting - September 22, 2025**

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

Subject:

2025 Planning and Zoning Code Modifications

Legislation Title:

Ordinance to amend various sections of the Planning and Zoning Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

- Legislation - First Reading
- Set Joint Public Hearing Date - October 14, 2025

Recommendation:

It is recommended that City Council have a first reading on this ordinance at the September 22, 2025 meeting, set a joint public hearing for October 14 and await the written recommendation from the Planning Commission.

Discussion:

The Planning and Zoning Code is the city's primary tool to guide development throughout the community. It sets standards as to how land can be developed and used, such as building setbacks, landscaping requirements, type of fencing, and design guidelines for new construction and redevelopment. In addition, it addresses procedures to administer the zoning code.

In March, 2024 City Council approved a comprehensive update of the Planning and Zoning Code to address relevant zoning issues in the city as well as deficiencies in the code. This was the first major update since 1984. The revised code has been in effect for approximately 18 months, providing staff an opportunity to identify any errors or omissions, as well as to assess the effectiveness of the new regulations.

Attached is a list of the proposed changes as well as the modified code sections. Strike-through represents text removal and capitalized bold text represents new language.

Financial Impact:

There is no financial impact with this request.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Summary and explanation of recommended changes_9.22.25
2. List of Recommended Changes to the Planning and Zoning Code
3. Zoning code mark-up with recommended changes_9.22.25
4. AMEND PLANNING AND ZONING CODE-ORD
5. EXHIBIT A-PLANNING AND ZONING CODE CHANGE
6. EXHIBIT A-1 PLANNING AND ZONING CODE CHANGE

Summary of Recommended Changes to the Planning and Zoning Code (9-22-25)

1. Chapter 1130 Zoning Regulations
 - a) Section 1130.05.B.1 “M-1” Industrial Park
 - The purpose statement for the M-1 District has been expanded to better define the intent of the zoning district.
 - b) Section 1130.05.B.2 “M-2” General Industrial
 - The purpose statement for the M-2 District has been expanded to better define the intent of the zoning district.
2. Section 1131.07 Agricultural and Residential Accessory Structure Standards
 - a) Section 1131.07.B Animal Enclosures
 - Minor modification to include animal enclosures in the maximum area occupied by accessory structures.
3. Section 1131.10 Non-Residential District Use Table and Standards
 - a) Table 1131.10-2 Non-Residential Districts – Use Table
 - Add Drive-Through Convenience Store as a new use. Permit as a conditional use in the C-2 District and permitted with standards in the C-3, C-3A and SE Districts.
 - Remove Motor Vehicle Fueling/Charging as a conditional use in the Downtown District.
 - Add Personal Service as a permitted use in the B-1 District. Currently not permitted in this district.
 - Add Data Center as a new use. Permit as a conditional use in the M-1 District.
 - Revise Stone and Monument Works to be permitted with standards in the M-1 and M-2 Districts.
 - Add Warehouse, Cross-dock as a new use. Allow as a permitted use in the M-2 District.
 - Better define Drive-Through Facility is an accessory use by renaming it Drive-Through Facility, Accessory.
4. Section 1131.12 Non-Residential Districts Use Specific Standards
 - a) Section 1131.12.H.2
 - Limit the size of buildings in the M-1 District not to exceed 300,000 square feet.
 - b) Section 1131.12.J Drive-Through Convenience Store
 - Add a standard stating they are required to meet the vehicle stacking space requirements outlined in the Parking and Loading Chapter.
 - c) Section 1131.12.JJ Stone and Monument Works
 - Require standards to be applied to the M-1 and M-2 Districts.

5. Section 1131.13 Non-Residential Accessory Uses and Structures
 - a) Section 1131.13.E Drive-Through Facility
 - Better define Drive-Through Facility is an accessory use by renaming it Drive-Through Facility, Accessory.
 -
6. Section 1131.14 Non-Residential Temporary Uses
 - a) Section 1131.14.K Outdoor Storage, Accessory
 - Clarify that the screening for outdoor storage is required to comply with the Fence Chapter.
7. Chapter 1132 Planned Unit Development and Overlay Districts
 - a) Section 1132.01.L.5 PUD Non-Residential and Mixed -Use Development Standards
 - Reduce the minimum required window transparency for the front elevation of a building from 35% to 25%.
 - b) Section 1132.03.E.2 Route 4 Corridor Overlay District Design Standards
 - Reduce the minimum required window transparency for the front elevation of a building from 35% to 25%.
 - c) Section 1132.04.E.2 Town Center Overlay District
 - Reduce the minimum required window transparency for the front elevation of a building from 35% to 25%.
 - d) Section 1132.05 John Gray/Pleasant Overlay District
 - Section 1132.05.C.5 Use Standards – Clarify that motor vehicle fueling/charging, service and repair facilities are not permitted in the overlay district.
 - Section 1131.05.E.2 Design Standards - Reduce the minimum required window transparency for the front elevation of a building from 35% to 25%.
 - e) Section 1132.06.E.2 South Gilmore/Mack Overlay District
 - Reduce the minimum required window transparency for the front elevation of a building from 35% to 25%.
8. Chapter 1151 Parking and Loading
 - a) Section 1151.03.H.1 Table 1151.03-3: Stacking Space Requirements
 - Added stacking space requirements for Drive-Through Convenience Stores.
 - b) Section 1151.03.O Parking of Commercial Vehicles (*in residential areas*)
 - Added construction vehicles and equipment.
9. Section 1152.08.A Parking and Vehicular Area Landscaping Requirements
 - a) Replaced the term “off-street parking lot” with “vehicle use area”.
10. Chapter 1153 Fencing, Hedges, and Walls
 - a) Section 1153.04.B.2 Fence Design and Materials
 - Clarify permitted wall material as stone or brick masonry products.

11. Chapter 1155 Signage

- a) Section 1155.06.D.2 Electronic Message Centers
 - Permit message centers to be equal to the principal sign face area (*still required to comply with the maximum size permitted for zoning district*).
 - Permit the message centers to be adjacent to the principal sign face, but not permitted to exceed the height of the principal sign face.

12. Chapter 1170 Administration and Procedures

- a) Section 1170.03.B.1 Fees – Table 1170.02-2: Planning and Zoning Fee Schedule
 - Replace the term “Rezoning” with “Zoning Text or Map Amendment.”
- b) Section 1170.03.B.3 Fees
 - Add a statement that fees are non-refundable.
- c) Section 1170.04.E.3 Zoning Text or Map Amendment – Application Requirements
 - Clarify the code section of the fee table.
- d) Section 1170.05.E.1.e Conditional Use -Submit Application
 - Clarify the code section location of the fee table.
- e) Section 1170.04.06.D.1.d Variances – Submit Application
 - Clarify the code section of the fee table.
- f) Section 1170.07.C.1.c Site Plan Review – Submit Application
 - Clarify the code section of the fee table.
- g) Section 1170.08.F.1.d Residential Infill Review – Submit Application
 - Clarify the code section of the fee table.
- h) Section 1170.12 Appeals of a Decision by an Official
 - Section 1170.12.C.4 Application Requirements - Clarify the code section of the fee table.
 - Section 1170.12.D – Replace “Approval Process” with “Appeal Process.”

13. Chapter 1171 Definitions

- a) Data Center
 - New definition.
- b) Drive-Through Convenience Store
 - New definition.
- c) Drive-Through Facility, Accessory
 - Add the word “Accessory” after term.
 - Add the sentence, “This does not include drive-through convenience stores.”
- d) Motor Vehicle Service
 - Clarify motor vehicles are to be in operable condition.
 - Remove conflicting terminology.

- e) Motor Vehicle Washing Facility
 - Add the word “detailing” to definition.
 - Remove “one ton rating or less” when referencing trucks.
- f) Warehouse
 - Clarify that it does not include Warehouse, Cross-dock.
- g) Warehouse, Cross-dock
 - New Definition

List of Recommended Changes to the Planning and Zoning Code

I. Section 1130.05.B.1

1. “M-1” Industrial Park. It is the purpose of the “M-1” Industrial Park District to promote and protect certain land areas for ~~light industrial development~~. **INDUSTRIAL USES WITH LIMITED OBJECTIONABLE EXTERNAL EFFECTS. THE INTENT IS TO PERMIT MOST MANUFACTURING, WHOLESALING AND WAREHOUSING ACTIVITIES THAT CAN BE OPERATED IN A CLEAN AND QUIET MANNER, SUBJECT ONLY TO THOSE REGULATIONS NECESSARY TO THE PROTECTION OF ADJACENT RESIDENTIAL AND BUSINESS ACTIVITIES.**

II. Section 1130.05.B.2

2. “M-2” General Industrial. It is the purpose of the “M-2” General Industrial District to promote and protect certain land areas for ~~general industrial development~~. **INDUSTRIAL AND OTHER USES THAT BY VIRTUE OF THEIR EXTERNAL EFFECTS, SHOULD BE ISOLATED FROM RESIDENTIAL USES AND COMMERCIAL USES. THESE USES PERFORM ESSENTIAL FUNCTIONS FOR COMMUNITY AND EMPLOYMENT OPPORTUNITIES, AND SHOULD BE PROVIDED FOR IN AREAS THAT ARE BEST SUITED FOR INDUSTRIAL DEVELOPMENT BY REASON OF LOCATION, TOPOGRAPHY, AND THE AVAILABILITY OF ADEQUATE UTILITIES AND TRANSPORTATION SYSTEMS.**

III. Section 1131.07.B

Animal Enclosures. Animal enclosures shall be located in the rear yard and shall be included in the calculation of the accessory use limitation contained with Subsection ~~S~~ 1131.07.A.3 **AND 4**. Animal enclosures, whether permanent or temporary, shall be no greater than eight feet in height from grade to the top of the enclosure.

IV. Table 1131.10-2

See attached table

V. Section 1131.12.H

Maximum Size for Primary Structures. ~~Primary Structures in the C-1 and C-2 Districts are limited to a maximum of 5,000 square feet of gross floor area, except the following uses are exempt from this requirement:~~

- ~~1. Assisted living, nursing, and rehabilitation facility;~~
- ~~2. Community and cultural facility;~~
- ~~3. Education facility;~~
- ~~4. Essential service;~~
- ~~5. Government facility; and~~
- ~~6. Recreation facility, public or private.~~

1. PRIMARY STRUCTURES IN THE C-1 AND C-2 DISTRICTS ARE LIMITED TO A MAXIMUM OF 5,000 SQUARE FEET OF GROSS FLOOR AREA, EXCEPT THE FOLLOWING USES WHICH ARE EXEMPT FROM THIS REQUIREMENT:

A. ASSISTED LIVING, NURSING, AND REHABILITATION FACILITY;

B. COMMUNITY AND CULTURAL FACILITY;

C. EDUCATION FACILITY;

D. ESSENTIAL SERVICE;

E. GOVERNMENT FACILITY; AND

F. RECREATION FACILITY, PUBLIC OR PRIVATE.

2. PRIMARY STRUCTURES IN THE M-1 ZONING DISTRICT ARE LIMITED TO A MAXIMUM OF 300,000 SQUARE FEET GROSS FLOOR AREA.

VI. Section 1131.12.J

J. DRIVE-THROUGH CONVENIENCE STORE.

1. DRIVE-THROUGH CONVENIENCE STORE USES SHALL BE REQUIRED TO MEET THE VEHICLE STACKING SPACE REQUIREMENTS IN SECTION 1151.03.H.

VII. Section 1131.12.JJ

JJ. Stone and Monument Works. Stone and monument work uses that are located in the C-3 and C-3A Districts shall be subject to the following:

1. All cutting and other similar operations shall be conducted within an enclosed structure.

2. No operation shall be constructed, or equipment used which would create excessive noise or dust.

3. The outdoor display of products **IN THE C-3 AND C-3A DISTRICTS** shall comply with Section 1131.13.J.

4. There shall be minimum setback of 200 feet from any A or R District.

VIII. Section 1131.13.E

E. Drive-Through Facility, **ACCESSORY**. A use that proposes to utilize a drive-through or pick-up window shall be subject to the following:

IX. Section 1131.14.K

Outdoor Storage, Accessory. Outdoor storage accessory areas, where permitted, shall be paved with a hard durable surface located only in the rear yard, and shall be screened on all sides with

an opaque fence or wall **SUBJECT TO THE PROVISIONS OF SECTION 1153.04.B** that is six feet in height.

- X. Section 1132.01.L.5
5. Transparency. All building elevations that are visible from public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent at the pedestrian level (see Figure 1132-5).
- XI. Section 1132.03.E.2
2. Transparency. All building elevations that face public rights-of-way shall include window openings. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent.
- XII. Section 1132.04.E.2
2. Transparency. All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent at the pedestrian level. Blocking the view to the inside of a building with interior storage, shelving, boxes, or similar items is not permitted.
- XIII. Section 1132.05.C.5
5. ~~Motor vehicle related businesses, such as~~ Motor vehicle fueling/**CHARGING, SERVICE AND** repair facilities, and self-storage facilities are not permitted in the overlay district.
- XIV. Section 1131.05.E.2
2. Transparency. All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent at the pedestrian level. Blocking the view to the inside of a building with interior storage, shelving, boxes, or similar items is not permitted.
- XV. Section 1132.06.E.2
2. Transparency. All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent at the pedestrian level. Blocking the view to the inside of the building with interior storage, shelving, boxes, or similar items is not permitted.

XVI. Table 1151.03-3

Table 1151.03-3: Stacking Space Requirements

Activity	Minimum Number of Stacking Spaces	Measured From
DRIVE-THROUGH CONVENIENCE STORE	5 FOR A SINGLE LANE	ENTRANCE TO THE BUILDING
Food and Beverage Use with Drive-Through Window	12 for a single lane or 6 per lane for 2 or more lanes	The order point
Food and Beverage Use with Pick Up Window Only	5 for a single lane	Pick-up window
Financial Institution	4 per lane for an ATM, 2 per lane for a teller or window	Teller or ATM
Motor Vehicle Fueling/Charging Facility	1 per fuel pump	Pump island
Pharmacy	5 for a single lane or 3 per lane for 2 or more lanes	Pick-up window
Motor Vehicle Washing, Automatic	4 for a single lane or 2 per lane for 2 or more lanes	Entrance to washing bay
Other	As determined by the Development Services Director or their designee	

XVII. Section 1151.03.O

O. Parking of Commercial **AND CONSTRUCTION** Vehicles

1. The parking or storing of any of the following on the property used for residential purposes or on any street in an A or R District for any period exceeding four consecutive hours is prohibited: semi-truck, semi-trailer, box truck, box van, step van, cement truck, stake bed truck, boom truck, food truck, tank truck, tar truck, dump truck, tow truck, wrecker, bus or van capable of carrying more than 10 people, limousine, dump trailer, gooseneck trailer, livestock trailer, trailer with pipe rails and or side walls exceeding 36 inches higher than the trailer bed, and other similar vehicles or trailers. In addition, any other commercial or noncommercial vehicle or trailer that exceeds eight feet in height and/or 22 feet in length shall be prohibited.

2. THE PARKING OR STORING OF ANY CONSTRUCTION VEHICLE, MACHINE, DEVICE, OR EQUIPMENT ON ANY PROPERTY USED FOR RESIDENTIAL PURPOSES OR ON ANY STREET IN AN A OR R DISTRICT FOR ANY PERIOD EXCEEDING FOUR CONSECUTIVE HOURS IS PROHIBITED. CONSTRUCTION VEHICLES, MACHINERY, DEVICES, AND EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, EARTH MOVING EQUIPMENT, SKID STEER LOADER, CEMENT MIXER, HOIST, SCAFFOLDING, SNOW PLOW AND SIMILAR DEVICES, CONSTRUCTION MATERIALS, AND OTHER APPARATUS AND MACHINES USED IN THE CONSTRUCTION OR MAINTENANCE OF BUILDINGS, HOUSES, ROADS, SIDEWALKS, DRIVEWAYS OR LANDSCAPING.

3. Nothing herein shall prevent the parking of such vehicle, trailer, **OR EQUIPMENT** in a fully enclosed garage or similar permanent structure, or at any construction project where such vehicles are an integral component of such project.
4. The parking or storing of recreational vehicles on any property used for residential purposes shall be in compliance with all regulations of Section 1151.03.N.

XVIII. Section 1152.08.A

A. Perimeter Requirements. When any ~~off-street parking lot~~ **VEHICLE USE AREA** for any multi-family dwelling use, non-residential use, or mixed-use development is proposed to abut a public street, or a property upon which a single family dwelling or two family dwelling exists, a landscape buffer shall be provided that consists of the following:

1. A minimum width of five feet adjacent to the parking lot;
2. One deciduous tree located every 30 linear feet (a minimum of one tree is required); and
3. Shrubs planted every three linear feet.

XIX. Section 1153.04.B.2

B. Fence Design and Materials

1. All fences shall have the posts and supporting rails located on the inside of the fence or shall be constructed so that the slats of the fence alternate on the inside and outside of the posts and supporting rails.
2. Allowable fence or wall materials include stone **OR BRICK** masonry product, wood, vinyl, aluminum, ornamental iron, and chain link.

XX. Section 1155.06.D.2

D. Electronic Message Centers. Electronic message centers are permitted on ground and pole signs in specified non-residential zoning districts subject to the following:

1. Electronic message centers shall be located a minimum of 200 feet from any A or R District.
2. Electronic message centers shall be **EQUAL OR** subordinate to the principal sign face in size and shall be located below **OR ADJACENT TO** the principal sign face. **NO PORTION OF AN ELECTRONIC MESSAGE CENTER IS PERMITTED TO BE LOCATED ABOVE THE PRINCIPAL SIGN FACE.**
3. One electronic message center is permitted per property and/or shopping center. An electronic message center is not permitted if a changeable copy sign is used.

4. Each message or copy must be displayed for at least seven seconds.

5. When a message or copy changes by remote control or electronic process, it shall be accomplished in three seconds or less using an instantaneous transition, face, or dissolve feature.

XXI. Section 1170.03.B.1, Section 1170.03.B.3
Table 1170.02-2

Table 1170.02-2: Planning and Zoning Fee Schedule

Board of Zoning Appeals	
Board of Zoning Appeals - Residential	100
Board of Zoning Appeals - Nonresidential	200
Planning Commission	
REZONING ZONING TEXT OR MAP AMENDMENT	500
PUD - Concept Development Plan	500
PUD - Final Development Plan	500
PUD - Minor Modification (residential)	50
PUD - Minor Modification (nonresidential)	200
Conditional Use	250
Preliminary Plat	500
Final Plat	300
Replat	100
Overlay District Review	200
Residential Infill Review	50
All other Planning Commission Requests	100
Administrative	
Minor Subdivision - Lot Split	50
Minor Subdivision - Lot Combination	50
Site Plan Review - Expansion	100
Site Plan Review - New Development	200
Cell Tower	250
Cell Tower - Biennial Registration Renewal	100
Curb Cut Permit - Residential	25
Curb Cut Permit - Nonresidential	50

Floodplain Development Permit	200
Zoning Verification Letter	50

2. Until all fees, charges, and expenses have been paid in full, no action shall be taken on any application, appeal, or administrative review and approval.

3. THE FEE FOR ALL APPLICATIONS LISTED IN TABLE 1170.02-2 SHALL BE NON-REFUNDABLE.

- XXII. Section 1170.04.E.3
~~3. The fee established by the City Council.~~ **THE FEE APPLICABLE TO THE FILING OF A ZONING TEXT OR MAP AMENDMENT APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**
- XXIII. Section 1170.05.E.1.e
~~e. Payment of a fee as established by the City Council, which shall not be refundable.~~ **THE FEE APPLICABLE TO THE FILING OF A CONDITIONAL USE APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**
- XXIV. Section 1170.04.06.D.1.d
~~d. Payment of a fee as established by the City Council, which shall not be refundable.~~ **THE FEE APPLICABLE TO THE FILING OF A VARIANCE APPLICATION AND FOR ANY OTHER SUBMISSION PERTAINING TO THESE REGULATIONS SHALL BE SET FORTH IN SECTION 1170.03.B (BOARD OF ZONING APPEALS).**
- XXV. Section 1170.07.C.1.c
~~c. Payment of a fee as established by the City Council, which shall not be refundable.~~ **THE FEE APPLICABLE TO THE FILING OF A SITE PLAN REVIEW APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**
- XXVI. Section 1170.08.F.1.d
~~d. Payment of a fee as established by the City Council, which shall not be refundable.~~ **THE FEE APPLICABLE TO THE FILING OF A RESIDENTIAL INFILL REVIEW APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**
- XXVII. Section 1170.12 C.4, D
~~4. The payment of a fee as established by the City Council, which shall not be refundable.~~ **THE FEE APPLICABLE TO THE FILING OF AN APPEAL OF A DECISION BY AN OFFICIAL SHALL BE SET FORTH IN SECTION 1170.03.B (BOARD OF ZONING APPEALS).**

D. ~~Approval~~ APPEAL Process

D

DATA CENTER. A FACILITY USED PRIMARILY FOR THE STORAGE, MANAGEMENT, PROCESSING, AND TRANSMISSION OF DIGITAL DATA, WHICH HOUSES COMPUTER OR NETWORK EQUIPMENT, SYSTEMS, SERVERS, APPLICANCES, AND OTHER ASSOCIATED COMPONENTS RELATED TO THE DIGITAL STORAGE AND OPERATIONS.

Day Care Center. A place in which supervision, protection, and care is administered to a person or persons, but not including overnight lodging. Such uses may also include educational learning, such as preschool and kindergarten programs, as accessory uses.

Day Care, Home Type A. The permanent residence of the administrator in which childcare is provided for seven to 12 children at one time or a permanent residence of the administrator in which childcare is provided for four to 12 children at one time if four or more children at one time are under two years of age. In counting children for the purpose of this definition, any children under six years of age who are related to the administrator or any employee on the premises shall be counted.

Day Care, Home Type B. The permanent residence of the administrator in which childcare is provided for one to six children at any one time and in which no more than three children are under two years of age at one time. In counting children for the purposes of this division, any children under six years of age who are related to the administrator or any employee on the premises shall be counted.

Design, Construction, and Materials Specification Handbook. A handbook adopted by City Council containing the official standards for the city governing the design, construction, and materials permitted to be used in all proposed improvements.

Development Services Director. The development services director for the City of Fairfield, Ohio.

District. A portion of the territory of the city within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of the zoning code.

Drainage Plan. A plan for the control of stormwater runoff in accordance with the requirements of Section 1199.03.F.

DRIVE-THROUGH CONVENIENCE STORE. AN ESTABLISHMENT DESIGNED SO A MOTOR VEHICLE ENTERS THE BUILDING AT ONE END AND EXITS AT THE OTHER END, THAT SELLS MERCHANDISE SUCH AS PREPACKED FOOD ITEMS, TOBACCO PRODUCTS, AND BEVERAGES WITHIN THE BUILDING WHILE THE OCCUPANT REMAINS SEATED IN THE MOTOR VEHICLE. THIS DOES NOT INCLUDE DRIVE-THROUGH FACILITY, ACCESSORY.

Drive-Through Facility, **ACCESSORY**. Any operation by a business establishment where the transfer of goods and services to the customers is accomplished through an opening in the building while the customer remains in their vehicle. **THIS DOES NOT INCLUDE DRIVE-THROUGH CONVENIENCE STORE.**

Drywell. A type of drainage well used for the underground disposal of stormwater runoff from paved areas such as parking lots, streets, residential subdivisions, and building rooftops.

Dumpster, Garbage or Recycling. A container used for the temporary storage of solid waste and garbage or for materials to be recycled pending collection, having a capacity of at least 2 cubic yards. This definition includes compactors and grease dumpsters. Garbage or recycling dumpsters do not include garbage cans which can be moved by a person.

Dumpster, Roll-Off/ Construction. A container used for the temporary collection of large quantities of trash, yard waste, garbage, or building or construction debris, and designed to be delivered and picked up by a truck and which is left on site for a temporary period of time. Roll-off/construction dumpsters do not include dumpsters used by multi-family dwellings or businesses.

Motor Vehicle Service. Any establishment or place of business which is maintained and operated for the primary purpose of performing routine maintenance of **OPERABLE** motor vehicles such as removal and replacement of lubricants, tires, and batteries for the public and which may include retail sales of ~~fuels, lubricants, AND air and/or for washing operable motor vehicles~~. This definition does not include any establishment, place of business or property upon which storage or repair of any unlicensed, partially dismantled, or inoperable motor vehicles takes place.

Motor Vehicle Storage. Any establishment, place of business, property or open area used for the storage of new or used motor vehicles that are in operable condition. This definition does not include the storage of delivery trucks, tractor-trailers and associated semi- trailers, or shipping containers.

Motor Vehicle Tow Yard. Any establishment, place of business, or property used by a tow company or wrecker service for temporary storage of operable motor vehicles or inoperable motor vehicles designated to be transported to a motor vehicle repair garage or junkyard. This definition does not include any establishment, place of business, or property upon which 10 or more unlicensed, partially disassembled, wrecked, or inoperable motor vehicles are kept or stored.

Motor Vehicle Washing Facility. A facility for washing, cleaning, drying, and waxing of passenger vehicles, motorcycles, and trucks of one ton rating or less, which may be self-service or full-service.

Mulching. The application of suitable materials on the soil surface to conserve moisture, reduce weed growth, hold soil in place, and aid in establishing plant cover.

Museum. See Cultural Facility.



Wall. An architectural partition with a height and length greater than its thickness; used to divide or enclose an area or to support another structure.

Wall, Retaining. A structure that holds back soil or rock from a building, structure or area. Retaining walls prevent downslope movement or erosion and provide support for vertical or near-vertical grade changes.

Warehouse. An enclosed structure used for the storage and/or distribution of goods of any type by or on behalf of the owner of the goods when 80 percent or more of the enclosed structure is designed or used for storage space. This definition includes distribution and fulfillment facilities, **BUT DOES NOT INCLUDE WAREHOUSE, CROSS-DOCKS.**

Warehouse, Accessory. A secondary and subordinate use to an industrial or commercial use where raw materials, parts, or finished manufactured goods may be stored before their export or distribution. Such storage shall be within a building.

WAREHOUSE, CROSS-DOCK. AN ENCLOSED STRUCTURE WITH LOADING DOCKS LOCATED ON OPPOSITE SIDES OF THE STRUCTURE USED FOR THE STORAGE AND/OR DISTRIBUTION OF GOODS OF ANY TYPE BY OR ON BEHALF OF THE OWNER OF THE GOODS WHEN 80 PERCENT OR MORE OF THE ENCLOSED STRUCTURE IS DESIGNED OR USED FOR STORAGE SPACE. THIS DEFINITION INCLUDES DISTRIBUTION AND FUFILLMENT FACILITIES WHICH HAVE DOCKS LOCATED ON OPPOSITE SIDES OF THE STRUCTURES.

Waste Area. An area approved by the engineer for the disposal of waste material and restricted from the building of any structure and delineated by the requirements of Section 1159.05.

Waste Material. Any material that is not approved “fill material” but approved for disposal in an approved waste area site by the Public Works Director.

Watercourse. A permanent stream, intermittent stream, river, brook, channel, creek, or ditch for water whether natural or man-made.

Wind Farm. Commercial wind power installations that consist of wind turbines and associated facilities.

Wind Turbine. A device that converts the wind’s kinetic energy into electrical energy.

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Public/Institutional Uses											
Public Recreation Facility, Outdoor		P	P	P			P	P			
Religious Facility	C	C	C	C	C	C	C	C	C	C	
Wireless Communication			C	C					PS	PS	1131.15
Commercial Uses											
Animal Boarding/ Kennel		C	C	C					C	C	1131.12. A
Animal Day Care		C	C	C					C	C	1131.12. B
Animal Hospital, Veterinary Clinic	PS	PS	PS	PS		PS	PS	PS			1131.12. C
Art Studio	P	P	P	P	P	P		P			
Assisted Living Facility		C	P	P			P	C			
Bar/Night Club		C	C	C		C		C			
Brewery, Distillery, Winery, Cider (Macro)			C	C		C			C	C	1131.12. D
Brewery, Distillery, Winery, Cider (Micro)		C	C	C		C		C	C	C	1131.12. D
Building and Related Trade Shop		C	P	P					P	P	
Check Cashing, Short Term Loan			PS	PS		PS					1131.12. E
Club/Lodge, Private	C	C	C	C	C	C	C	C			
Commercial Kitchen			C	C					C		
Day Care Center	C	C	PS	PS	C	PS	PS	C			1131.12. I
DRIVE-THROUGH CONVENIENCE STORE		C	PS	PS		PS					1331.12.J
Entertainment Venue			C	C		P					
Event Center			C	C		P					1131.12. K

Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Commercial Uses											
Financial Establishment	C	PS	PS	PS	C	PS	PS	PS	C		1131.12. <u>L</u>
Fitness/Dance Studio	P	P	P	P	P	P		P			
Flea Market			C	C							1131.12. <u>M</u>
Funeral Home	C	P	P	P				C			
Greenhouse, Wholesale									C	C	
Hospital		C	C	C			PS				1131.12. <u>N</u>
Hotel, Motel		C	P	P		P					
Landscaping Retail Facility		PS	PS	PS		PS		PS			1131.12. <u>P</u>
Landscaping Service Facility			C	C					PS	PS	1131.12. <u>Q</u>
Laundry, Commercial			P	P		P		P			
Marijuana: Adult Use Dispensary and Dispensary (Medical)			PS	PS		PS					1131.12.S. <u>1</u>
Media Studio	PS	PS	PS	PS		PS		PS			1131.12. <u>T</u>
Medical Office (High Intensity)		C	C	C		C	P	C	C	C	1131.12. <u>U</u>
Medical Office (Low Intensity)	P	P	P	P	P	P	P	P	C		
Micro-Fulfillment Center	PS	PS	PS	PS		PS		PS			1131.12. <u>V</u>
Mixed Use			C	C				C			
Motor Vehicle Fueling/ Charging		C	PS	PS				C			1131.12. <u>X</u>
Motor Vehicle Repair			C	C					C	C	1131.12. <u>Y</u>

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Commercial Uses											
Motor Vehicle Sale/ Rental Area			C	C							1131.12. <u>Z</u>
Motor Vehicle Service		C	C	C		C		C	C	C	1131.12. <u>AA</u>
Motor Vehicle Washing Facility		C	PS	PS		PS					1131.12. <u>DD</u>
Nursing and Rehabilitation Facility		C	P	P			P	C			
Office, General	P	P	P	P	P	P	P	P	C		
Outdoor Amusement Ride and Entrainment Display						P					
Personal Service	P	P	P	P	P	P	P	P			
Recreational Facility, Indoor	C	C	P	P		P	C	C	C	C	
Recreational Facility, Outdoor	C	C	C	C		P	C	C			
Restaurant, Full Service	C	P	P	P		P		P	C		
Restaurant, Quick Service	C	PS	PS	PS		PS		PS	C		1131.12. <u>GG</u>
Retail	P	P	P	P	P	P		P	C		
Self-Storage Facility			C	C						C	1131.12. <u>HH</u>
Sexually Oriented Business			C	C							1131.12. <u>II</u>
Showroom	C	P	P	P				P			
Storage Shed, Barn, Carport, or Play Structure Sales Area			C	C							1131.12. <u>KK</u>
Teen Club		C	C	C				C			
Theater, Cinema		C	P	P		P		C			

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Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Commercial Uses											
Tobacco/Vape Store			PS	PS		PS					1131.12. LL
Industrial Uses											
Building Material Yard										C	1131.12. E
Construction and Large Equipment Rental, Sale, and Service										C	1131.12. G
Contractor Yard										C	1131.12. H
Crematorium										C	
DATA CENTER									C		
Food Processing									C	P	
Junkyard										C	1131.12. O
Laundry, Industrial									C	P	
Manufacturing, Artisan			C	C					P	P	
Manufacturing, Light									PS	PS	1131.12. S
Manufacturing, Heavy										C	1131.12. R
Marijuana: Adult Use Cultivator										P	
Marijuana: Adult Use Processor										P	
Marijuana: Adult Use Testing Laboratory										P	
Marijuana: Cultivation Facility										P	
Marijuana: Level I Adult Use Cultivator										P	
Marijuana: Level II Adult Use Cultivator										P	

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

1131.10 Non-Residential District Use Table and Standards

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Industrial Uses											
Marijuana: Level III Adult Use Cultivator										P	
Marijuana: Level I Cultivator										P	
Marijuana: Level II Cultivator										P	
Marijuana: Processor (Medical)										P	
Motor Vehicle Storage										C	1131.12. BB
Motor Vehicle Tow Yard										C	1131.12. CC
Renewable Energy Facility										C	1131.12. EE
Research, Development, Laboratory Facility			C	C			PS		C	C	1131.12. FF
Stone and Monument Works			C	C					PS	PS	1131.12. JJ
Trucking or Logistics Terminal										C	1131.12. MM
Warehouse			C	C					PS	PS	1131.12. NN
WAREHOUSE, CROSS-DOCK										P	
Accessory Uses											
Accessory Structure	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13. A
Accessory Use	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13. B
Automated Teller Machine (ATM)	PS	PS	PS	PS	PS	PS	PS	PS	PS		1131.13. C
Charitable Drop-Off Receptacle	PS	PS	PS	PS	PS	PS	PS	PS			1131.13. D
Drive-Through Facility, ACCESSORY		C	PS	PS	C	PS		C	C		1131.13. E
Dumpster, Garbage and Recycling	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13. F

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2. **"C-2" Central Business.** It is the purpose of the "C-2" Central Business District to promote and protect certain land areas for commercial uses that serve the residents of the city.
3. **"C-3" General Business.** It is the purpose of the "C-3" General Business District to promote and protect certain land areas for commercial uses that are generally located along the Route 4 Corridor. Such commercial uses are regionally oriented and serve both the residents of the city and visitors.
4. **"C-3A" General Business Modified.** It is the purpose of the "C-3A" General Business District Modified to promote and protect certain land areas for commercial uses that are generally located along the Route 4 Corridor. Such commercial uses are regionally oriented and serve both the residents of the city and visitors.
5. **"C-4" Commercial Transition.** It is the purpose of the "C-4" Commercial Transition District to promote and protect certain land area that is located between residential and commercial uses in order to provide an appropriate transition between such uses.
6. **"SE" Suburban Entertainment.** It is the purpose of the "SE" Suburban Entertainment District to promote and protect certain land area for entertainment and commercial uses that are unique in nature and attract visitors from around the region.
7. **"B-1" Institutions and Office.** It is the purpose of the "B-1" Institutions and Office District to promote and protect certain land areas for office, institutional, and professional service establishments.
8. **"D-1" Downtown.** It is the purpose of the "D-1" Downtown District to promote and protect land in downtown Fairfield for a mix of uses designed in a harmonious mix of architecture, landscaping, land use, and planning.

1130.05 Industrial Zoning Districts

- A. **Applicability.** The industrial zoning districts within the zoning code include the "M-1" Industrial Park District and the "M-2" General Industrial District.
- B. **Purpose.** The industrial zoning districts, and their regulations, are hereby established to achieve, among others, the following purposes:
 1. **"M-1" Industrial Park.** It is the purpose of the "M-1" Industrial Park District to promote and protect certain land areas for ~~light industrial development~~ **industrial uses with limited objectionable external effects. The intent is to permit most manufacturing, wholesaling and warehousing activities that can be operated in a clean and quiet manner, subject only to those regulations necessary to the protection of adjacent residential and business activities.**

2. **"M-2" General Industrial.** It is the purpose of the "M-2" General Industrial District to promote and protect certain land areas for ~~general industrial development~~ industrial and other uses that by virtue of their external effects, should be isolated from residential uses and commercial uses. These uses perform essential functions for community and employment opportunities, and should be provided for in areas that are best suited for industrial development by reason of location, topography, and the availability of adequate utilities and transportation systems.

7. **Exterior Materials.** The exterior wall surface of the structure, if greater than 100 square-feet in area, shall not be made of metal, resin, plastic, fabric, non-finished composite material, or concrete masonry units (CMUs)/cinderblocks.
 8. **Roofing Materials.** Metal roofs are not permitted for accessory structures, except metal panel roofs which are factory finished with a rib or standing seam design.
 9. **Paved Access.** An accessory structure which has a door greater than six feet in width must have paved access in accordance with Subsection 1131.07.G.1.
 10. **Construction Timing.** No accessory structure shall be constructed prior to the construction of the principal building on the lot.
- B. Animal Enclosures.** Animal enclosures shall be located in the rear yard and shall be included in the calculation of the accessory use limitation contained within Subsections 1131.07.A.3 and 4. Animal enclosures, whether permanent or temporary, shall be no greater than eight feet in height from grade to the top of the enclosure.
- C. Charitable Drop-off Receptacle.** Charitable drop-off receptacles are only permitted on property used for non-residential purposes in the agricultural and residential zoning districts and are subject to the regulations set forth in Section 1131.13.D.
- D. Composting Facility.** In any A or R District, composting facilities serving only the occupants of that particular lot may be constructed and used by said occupants. The only yard waste which may be placed in a compost facility is that which is generated from the lot on which the compost facility is located. The compost facility shall be constructed as a bin or a structure and must be located in the rear yard and be a minimum of six feet from any adjacent lot lines. Additionally, no composting facility shall be permitted or maintained which is offensive due to disproportionate size or due to the emission of odor. Compost within the facility must be periodically "turned" to aerate the mass and mix the material for better decomposition.
- E. Dumpster, Garbage and Recycling.** Garbage and recycling dumpsters are permitted within multi-family residence developments for the regular collection of trash and recycling from the residents thereof, subject to all other applicable requirements for enclosures and screening set forth in Section 1131.13.F and Section 717 of the City of Fairfield Codified Ordinances.
- F. Electric Vehicle Charging Station.** A Level 1 or Level 2 electric vehicle charging station may be permitted as an accessory use to any multi-family development or non-residential use in the A or R Districts subject to regulations set forth in Section 1131.13.H.
- G. Garage, Detached Residential.** Detached residential garages are subject to the following and other applicable regulations in Section 1131.07.A.
1. Residential detached garages shall be located in the side or rear yard and shall have paved access.
 2. Detached garages shall meet the required side and rear setbacks for the principal structure and shall be at least six feet from the principal structure.

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1131.10 Non-Residential Districts Use Table and Standards

Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Check Cashing, Short Term Loan			PS	PS		PS					1131.12.F
Club/Lodge, Private	C	C	C	C	C	C	C	C			
Commercial Kitchen			C	C					C		
Day Care Center	C	C	PS	PS	C	PS	PS	C			1131.12.I
Drive-Through Convenience Store		C	PS	PS		PS					1331.12.J
Entertainment Venue			C	C		P					
Event Center			C	C		P					1131.12.K
Commercial Uses											
Financial Establishment	C	PS	PS	PS	C	PS	PS	PS	C		1131.12.L
Fitness/Dance Studio	P	P	P	P	P	P		P			
Flea Market			C	C							1131.12.M
Funeral Home	C	P	P	P				C			
Greenhouse, Wholesale									C	C	
Hospital		C	C	C			PS				1131.12.N
Hotel, Motel		C	P	P		P					
Landscaping Retail Facility		PS	PS	PS		PS		PS			1131.12.P
Landscaping Service Facility			C	C					PS	PS	1131.12.Q
Laundry, Commercial			P	P		P		P			
Marijuana: Adult Use Dispensary and Dispensary (Medical)			PS	PS		PS					1131.12.S.1

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Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Fitness/Dance Studio	P	P	P	P	P	P		P			
Flea Market			C	C							1131.12.M
Funeral Home	C	P	P	P				C			
Greenhouse, Wholesale									C	C	
Hospital		C	C	C			PS				1131.12.N
Hotel, Motel		C	P	P		P					
Landscaping Retail Facility		PS	PS	PS		PS		PS			1131.12.P
Landscaping Service Facility			C	C					PS	PS	1131.12.Q
Laundry, Commercial			P	P		P		P			
Marijuana: Adult Use Dispensary and Dispensary (Medical)			PS	PS		PS					1131.12.S.1
Media Studio	PS	PS	PS	PS		PS		PS			1131.12.T
Medical Office (High Intensity)		C	C	C		C	P	C	C	C	1131.12.U
Medical Office (Low Intensity)	P	P	P	P	P	P	P	P	C		
Micro-Fulfillment Center	PS	PS	PS	PS		PS		PS			1131.12.V
Mixed Use			C	C				C			
Motor Vehicle Fueling/Charging		C	PS	PS				E			1131.12.X
Motor Vehicle Repair			C	C					C	C	1131.12.Y
Commercial Uses											
Motor Vehicle Sale/Rental Area			C	C							1131.12.Z

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Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Motor Vehicle Service		C	C	C		C		C	C	C	1131.12. AA
Motor Vehicle Washing Facility		C	PS	PS		PS					1131.12. DD
Nursing and Rehabilitation Facility		C	P	P			P	C			
Office, General	P	P	P	P	P	P	P	P	C		
Outdoor Amusement Ride and Entrainment Display						P					
Personal Service	P	P	P	P	P	P	P	P			
Recreational Facility, Indoor	C	C	P	P		P	C	C	C	C	
Recreational Facility, Outdoor	C	C	C	C		P	C	C			
Restaurant, Full Service	C	P	P	P		P		P	C		
Restaurant, Quick Service	C	PS	PS	PS		PS		PS	C		1131.12. GG
Retail	P	P	P	P	P	P		P	C		
Self-Storage Facility			C	C						C	1131.12. HH
Sexually Oriented Business			C	C							1131.12. II
Showroom	C	P	P	P				P			
Storage Shed, Barn, Carport, or Play Structure Sales Area			C	C							1131.12. KK
Teen Club		C	C	C				C			
Theater, Cinema		C	P	P		P		C			
Commercial Uses											
Tobacco/Vape Store			PS	PS		PS					1131.12. LL

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Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Industrial Uses											
Building Material Yard										C	1131.12. E
Construction and Large Equipment Rental, Sale, and Service										C	1131.12. G
Contractor Yard										C	1131.12. H
Crematorium										C	
Data Center									C		
Food Processing									C	P	
Junkyard										C	1131.12. O
Laundry, Industrial									C	P	
Manufacturing, Artisan			C	C					P	P	
Manufacturing, Light									PS	PS	1131.12. S
Manufacturing, Heavy										C	1131.12. R
Marijuana: Adult Use Cultivator										P	
Marijuana: Adult Use Processor										P	
Marijuana: Adult Use Testing Laboratory										P	
Marijuana: Cultivation Facility										P	
Marijuana: Level I Adult Use Cultivator										P	
Marijuana: Level II Adult Use Cultivator										P	
Industrial Uses											

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Table 1131.10-2: Non-Residential Districts - Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Marijuana: Level III Adult Use Cultivator										P	
Marijuana: Level I Cultivator										P	
Marijuana: Level II Cultivator										P	
Marijuana: Processor (Medical)										P	
Motor Vehicle Storage										C	1131.12. BB
Motor Vehicle Tow Yard										C	1131.12. CC
Renewable Energy Facility										C	1131.12. EE
Research, Development, Laboratory Facility			C	C			PS		C	C	1131.12. FF
Stone and Monument Works			C	C					PS	PS	1131.12. JJ
Trucking or Logistics Terminal										C	1131.12. MM
Warehouse			C	C					PS	PS	1131.12. NN
Warehouse, Cross-Dock										P	
Accessory Uses											
Accessory Structure	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13. A
Accessory Use	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13. B
Automated Teller Machine (ATM)	PS	PS	PS	PS	PS	PS	PS	PS	PS		1131.13. C
Charitable Drop-Off Receptacle	PS	PS	PS	PS	PS	PS	PS	PS			1131.13. D
Drive-Through Facility, Accessory		C	PS	PS	C	PS		C	C		1131.13. E
Dumpster, Garbage and Recycling	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13. F

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wholly within a completely enclosed building, except for uses that are specifically exempted and regulated herein including, but not limited to, off-street parking, outdoor display, outdoor dining, and motor vehicle sales.

- B. Night Operations.** No building customarily used for night operations, such as a bakery or 24-hour distribution station, shall have any open areas of the building or doors, other than stationary windows or required fire exits, within 100 feet of any A or R District. Any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any A or R District.
- C. Grading, Filling, and Excavation.** Any development that requires grading, filling, excavation, or any change in the grade of more than 100 cubic yards of material or changes the existing elevation by more than one foot requires compliance with Chapter [1159.0](#) and approval of the City Engineer. No grading shall be detrimental to surrounding property in appearance or in the diversion of stormwater drainage.
- D. Security Bars.** Security bars, grilles or similar devices shall be retractable, shall be installed on the interior of the window or door frames, and shall be retracted at all times during which the building is open for business.
- E. Residential Uses in Non-Residential Zoning Districts.** Residential uses that are located in nonresidential zoning districts shall be subject to all of the applicable use standards for residential uses in this zoning code. This applies to the single-family dwellings permitted in the C-4 District.
- F. Essential Services.** Essential services shall be permitted as authorized and regulated by law and other ordinances of the city, it being the intention hereof to exempt such essential services from the application of this code.
- G. Airports, Airfields, and Heliports.** Airports, airfields, and heliports may be built within the city's limits only with the permission of the Planning Commission and City Council.
- H. Maximum Size for Primary Structures.**
 - 1.** Primary structures in the C-1 and C-2 Districts are limited to a maximum of 5,000 square feet of gross floor area, except the following uses which are exempt from this requirement:
 - a.** Assisted living, nursing, and rehabilitation facility;
 - b.** Community and cultural facility;
 - c.** Education facility;
 - d.** Essential service;
 - e.** Government facility; and
 - f.** Recreation facility, public or private.

2. Primary structures in the M-1 District are limited to a maximum of 300,000 square feet gross floor area.

H. Contractor Yard. Contractor yards are subject to the following:

1. A principal building is required on site and shall be a minimum of 1,500 square feet.
2. All materials stored outside shall be located in the rear yard and shall comply with the outdoor storage requirements of Section 1131.13.K.
3. There shall be a minimum setback of 200 feet from any A or R District.
4. All motor vehicles manufactured for road use, including trailers, shall be parked on paved surfaces as described in Section 1151.04.D at all times and no inoperable equipment or inoperable or unlicensed motor vehicles are permitted on the premises.

I. Day Care Center. Day care centers shall provide an outdoor recreation area for children that is directly accessed from the building, located in the side or rear yard, and is enclosed with a fence that meets the regulations of Chapter 1153.0.

J. Drive-Through Convenience Store.

1. Drive-through convenience store uses shall be required to meet the vehicle stacking space requirements in Section 1151.03.H.

K. Education Facility, University/College/Trade School. Universities, colleges, and trade schools are subject to the following:

1. A campus plan is required if there is more than one building being proposed.
2. If the proposed use includes a residential component, those uses shall meet the applicable regulations for the type of residential use that is proposed (i.e., if multi-family is proposed then such use shall meet the use-specific standards for large scale multi-family and the dimensional standards for the R-4 District), unless specifically approved otherwise by the Planning Commission.

L. Event Center. Event centers are subject to the following:

1. There shall be a minimum setback of 100 feet from any A or R District.
2. The event center shall provide kitchen facilities for the preparation or warming of foods that are to be served during the events.

M. Financial Establishment. Financial establishments that include drive-through facilities are not subject to the drive-through requirements in Section 1131.13.E. Outdoor automatic teller machine (ATM) facilities are subject to the requirements in Section 1131.13.C.

N. Flea Market. Flea markets are subject to the following:

1. Flea Markets shall be located inside a fully enclosed building and there shall be no outdoor sales, display, or storage.
2. Flea markets shall be in compliance with all building code requirements and include enough room for aisles and emergency ingress and egress.

3. All buildings on the site shall be set back a minimum of 200 feet from any A or R District and 1,000 feet from any other self-storage facility.
4. No activities other than rental of storage units, and pick-up and deposit of long term storage shall be permitted on the premises. Examples of activities that are not permitted include commercial or wholesale sales, repair services, manufacturing, and recreational uses.
5. Building perimeter landscaping is required along the side and front exterior elevations. Such landscaping shall include a minimum of one tree and six shrubs for every 30 lineal feet of the front and side exterior elevations.

II. Sexually Oriented Business. Sexually oriented businesses are subject to the following:

1. No sexually oriented business shall be located within a radius of 1,000 feet of any residentially zoned or used property.
2. No sexually oriented business shall be located within a radius of 1,000 feet of any religious facility, education facility, library, park, or public playground.
3. No sexually oriented business shall be located within 1,000 feet of any other sexually oriented business and no building, premises, structure, or other facility that contains any sexually oriented business shall contain any other kind of sexually oriented business.
4. Distances for purposes of this subsection shall be from property line to property line along the shortest possible course, regardless of any customary or common route or path of travel, i.e., "as the crow flies" and includes both property in the City of Fairfield and in any other political subdivision.

JJ. Stone and Monument Works. Stone and monument work uses ~~that are located in the C-3 and C-3A Districts~~ shall be subject to the following:

1. All cutting and other similar operations shall be conducted within an enclosed structure.
2. No operation shall be constructed, or equipment used which would create excessive noise or dust.
3. The outdoor display of products ~~in the C-3 and C-3A Districts~~ shall comply with Section 1131.13.J.
4. There shall be a minimum setback of 200 feet from any A or R District.

KK. Storage Shed or Barn, Carport, or Play Structure Sales Area. Storage shed or barn, carport, or play structure sales areas are subject to the following:

1. There shall be sufficient ingress, egress, and internal circulation.
2. All products for display or sale shall be placed on a hard, durable paved surface.
3. The display shall not impede or block the sight distance triangle and visibility.
4. The display shall be set back a minimum of 10 feet from the public right-of-way.

6. The receptacle shall be placed on a paved surface.
7. The receptacle shall be no larger than five feet wide, five feet deep, or six feet tall (150 cubic feet).

E. Drive-Through Facility, Accessory. A use that proposes to utilize a drive-through or pick-up window shall be subject to the following:

1. All drive-through areas, including, but not limited to, stacking lanes, trash receptacles, outdoor speakers, drive-up windows, and other objects associated with the drive-through area shall be located in the side or rear yard of a property, and shall not cross, interfere with, or impede any public right-of-way.
2. Drive-through structures shall be subject to the vehicle stacking requirements of Section 1151.03.H.
3. Any canopy structure shall be constructed of the same or complimentary materials used on the principal building.
4. Audible electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall be set back a minimum of 100 feet from any A or R District and shall not be audible beyond the property line.
5. Menu board signage shall comply with Section 1155.06.E.

F. Dumpsters, Garbage and Recycling. Garbage and recycling dumpsters shall be subject to the following:

1. Garbage and recycling dumpsters shall be located on a concrete pad and be enclosed by a three-sided structure constructed of concrete block, brick, stone or other similar masonry product, wood or vinyl opaque fence, or chain link with slats sufficient to provide complete visual screening of the dumpsters. The fourth side of the structure shall have a gate that provides an opaque screening. The height of the enclosure and associated gate shall be 12 inches above the top of the dumpster.
2. Garbage and recycling dumpsters, and associated enclosures shall be located in the rear yard and be a minimum of 15 feet from any rear or side lot lines when adjoining an A or R district.
3. Garbage and recycling dumpsters and associated enclosures shall be a minimum of 30 feet from any public right-of-way.
4. On corner lots, garbage and recycling dumpsters and associated enclosures shall be set back from the side street not less than the required setback for the adjacent principal structure on the lot plus an additional five feet.
5. Garbage and recycling dumpsters and associated enclosures shall be located a minimum of

- K. Outdoor Storage, Accessory.** Outdoor storage accessory areas, where permitted, shall be paved with a hard durable surface located only in the rear yard, and shall be screened on all sides with an opaque fence or wall **subject to the provisions of [Section 1153.04.B](#)** that is six feet in height.
- L. Parking, Structure.** A parking structure is subject to the provisions of Chapter [1151.0](#).
- M. Parking, Surface.** A surface parking lot is subject to the provisions of Chapter [1151.0](#).
- N. Retail, Accessory.** A retail sales use may be included with non-retail uses provided it is an accessory use that does not occupy more than 10 percent of the total floor area of the principal building.
- O. Showroom, Accessory.** A showroom may be included with non-retail uses provided it is an accessory use that does not occupy more than 20 percent of the total floor area of the principal building.
- P. Solar Panel.** Accessory solar panels are subject to the following:
1. Solar panels or solar film are permitted on the roof of any principal permitted structure and are permitted on the roof of any accessory structure over 100 square feet in size.
 2. Roof-mounted solar panels on a pitched roof shall not extend above the ridgeline of the roof and shall not extend greater than 18 inches from the roof surface.
 3. Solar panels on a flat roof shall not project vertically more than the height of the parapet wall surrounding the roof or shall be screened by architectural features.
 4. For rooftop solar panels, all exposed conduits, plumbing lines, and related appurtenances shall be painted in a color scheme that closely matches the roof materials.
 5. Ground mounted solar panels are permitted in the C-2, C-3, C-3A, SE, B-1, M-1, and M-2 Districts. There shall be a minimum setback of 200 feet from any A or R District.
 6. Ground mounted solar panels shall be subordinate in size to the principal structure they serve, shall not exceed 15 feet in height, and are subject to all applicable setbacks of the district in which they are located.
 7. Ground mounted solar panels shall not be located in the front yard.
 8. Solar panels shall be placed so that concentrated solar radiation or glare shall not be directed onto other properties or roadways in the vicinity.
 9. Solar panels used exclusively for traffic control signals or devices are exempted from this section.
- Q. Swimming Pool.** If a swimming pool is proposed as an accessory use in a non-residential zoning district, such use shall comply with the regulations set forth in [Section 1131.07.L](#).
- R. Warehouse, Accessory.** Accessory warehouses are subject to the following:

intensity colors, bright primary colors, metallic colors, or fluorescent colors are not permitted, except for accent purposes only.

3. **Facade Articulation.** There shall be no blank walls on any facade of a building. Each facade shall include a mixture of recesses, projections, material or color changes, pilasters, false windows, or other similar elements that break up the building mass and provide visual interest (see Figure 1132-3).
4. **Roofs.** Roof lines shall vary in height and architectural features that may include raised parapets, asymmetrical roof designs, and hipped or gabled roofs. All rooftop mechanical units shall be screened from view on all sides (see Figure 1132-4).
5. **Transparency.** All building elevations that are visible from public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ 25 percent transparent at the pedestrian level (see Figure 1132-5).
6. **Open Space.** For PUDs over two acres in size, a minimum of 15 percent of the land area shall be designated usable open space such as a pocket park, gathering space, or a plaza.

M. Existing Planned Unit Developments

1. This section shall have no effect on those portions of existing PUDs which had final approval of uses prior to the effective date of this zoning code.
2. PUDs which had only Concept Development Plan approval for part or all of the development upon the effective date of this code, must comply with the provisions of this section for Final Development Plan approval.
3. Section 1132.01.F shall apply to all Final Development Plans submitted after the effective date of this code. This section shall apply to all Concept Development Plans which were submitted, but not approved, by City Council upon the effective date of this code.

- N. **Violations.** A violation of a Concept or Final Development Plan for a PUD, as approved, shall constitute a violation of the zoning code under Section [1170.17](#).

1132.02 Overlay District Regulations

- A. **Purpose.** The purpose of an overlay district is to provide additional development regulations for the construction of new structures/developments and the expansion or redevelopment of existing developments. The regulations contained within each overlay district are customized to meet the vision and intent of that area as identified in the city's adopted plans and studies.
- B. **Applicability.** The regulations established for each overlay district shall apply to both new and existing structures/developments as provided herein.
 1. **New Structures/Developments.** New development and/or construction and major redevelopment must adhere to the base zoning regulations applicable for the zoning district and the overlay regulations contained in this chapter.

from State Route 4 or any other public right-of-way. Such a facade shall include a mixture of recesses, projections, material or color changes, pilasters, false windows, or other similar elements that break up the building mass and provide visual interest.

2. **Transparency.** All building elevations that face public rights-of-way shall include window openings. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent.
3. **Materials.** The walls of any building that faces public rights-of-way shall be constructed with a combination of the following materials: brick, stone, wood, external installation finishing system (EIFS), or fiber cement siding . Architectural metal panels, decorative blocks, and tile are permitted only as accent materials.
4. **Color.** The exterior of buildings shall be constructed with materials that are low reflective, subtle, neutral, and earth tones in color. High intensity colors, bright primary colors, metallic colors, or fluorescent colors are not permitted, except for accent purposes only.
5. **Roof.** Roof lines shall vary in height and architectural features which may include raised parapets, asymmetrical roof designs, or hipped or gabled roofs. All rooftop mechanical units shall be screened from view from any public right-of-way, or A or R District.

F. Signage

1. Signs are regulated by Chapter **1155.0**.
2. Existing pole signs are encouraged to be removed and replaced with ground signs, consistent with this zoning code.

G. Landscaping/Screening. Landscaping and screening shall comply with Chapter **1152.0**.

E. Design Standards

1. **Facade Articulation.** There shall be no blank walls on any facade of a building. Each facade shall include a mixture of recesses, projections, material or color changes, pilasters, false windows, or other similar elements that break up the building mass and provide visual interest.
2. **Transparency.** All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least 35-25 percent transparent at the pedestrian level. Blocking the view to the inside of a building with interior storage, shelving, boxes, or similar items is not permitted.
3. **Materials.** The walls of any building shall be constructed primarily with masonry such as brick or stone. Wood, external installation finishing system (EIFS), fiber cement siding, architectural metal panels, decorative blocks, and tile are permitted only as accent materials.
4. **Color.** The exterior of buildings shall be constructed with materials that are low reflective, subtle, neutral, and earth tones in color. High intensity colors, bright primary colors, metallic colors, or fluorescent colors are not permitted, except for accent purposes only.
5. **Roofs.** Roof lines shall vary in height and architectural features that may include raised parapets, asymmetrical roof designs, or hipped or gabled roofs. All rooftop mechanical units shall be screened from view on all sides of the building.

F. Signage

1. Signs are regulated by Chapter 1155.0.
2. Signs in the Town Center Overlay District should add a rich character to the district and should not detract from the overall aesthetic of the area.
3. Pole signs are not permitted. Existing pole signs are encouraged to be removed and replaced with ground signs, consistent with this zoning code.
4. Building signage shall primarily be constructed with channel cut letters, but may utilize small cabinet elements for company logos, images, or other purposes.
5. Building signage for a multi-tenant building shall be located on a sign frieze. Existing buildings designed with no sign frieze shall be permitted to locate signage at an alternative location with the approval of the Planning Commission.
6. Roof signs are not permitted. Existing roof signs are encouraged to be removed and replaced with building, awning, canopy, ground, or projecting signs.
7. Ground signs shall be placed on a base of brick, stone or similar masonry material that complements the primary structure.

- A. Purpose.** The purpose of the John Gray/Pleasant Overlay District is to implement the vision for this area as established in the city's adopted plans and studies. The vision for this area is for it to continue to be a main gateway into Fairfield, providing access to many of the city's residential neighborhoods, parks, and the Town Center. The overlay district will be a well-designed, small scale mixed-use area supported by low intensity retail and services that support the surrounding neighborhoods, and low to medium density residential uses.
- B. Overlay Boundaries.** The overlay map below illustrates the boundaries of the John Gray/Pleasant Overlay District.
- C. Use Standards**
1. Uses within the John Gray/Pleasant Overlay District are governed by the underlying zoning districts of the properties within the overlay district as stipulated in the use table and standards in Chapter **1131.0**.
 2. Mixed-use development is encouraged within the overlay district. This may include a combination of residential uses and/or mixed-use buildings. Special attention to compatibility shall be considered for developments adjacent to the existing neighborhoods.
 3. Neighborhood-scale commercial, office, and service uses are encouraged within the overlay district that serve the daily needs of the community.
 4. Restaurants with drive-through lanes that create a demand for long stacking lines, generate traffic that degrades the level of service (LOS), or negatively affect adjacent neighborhoods are discouraged in the overlay.
 5. ~~Motor vehicle related businesses, such as~~ Motor vehicle fueling/charging, and service and repair facilities, and self-storage facilities are not permitted in the overlay district.
- D. Development Standards**
1. **Parking.** Shared parking lots, cross-parking agreements, and other similar strategies should be utilized within this overlay district to reduce the overall need for parking in a certain area where uses have complimentary peak hours or days.
 2. **Vehicular Circulation.** Developments with multiple buildings shall provide internal access drives that connect buildings and parking areas. If there are multiple lots that make up the overall development, then cross-access and cross-parking agreements shall be executed by all property owners and recorded with the county recorder.
 3. **Ingress and Egress.** New curb cuts along John Gray Road and Pleasant Avenue should be minimized as much as possible. New development and redevelopment projects should explore the opportunity to utilize existing curb cuts, relocate or consolidate existing curb cuts, create cross-access easements and service roads, or other similar strategies to minimize any increase in congestion in the overlay district.
 4. **Utilities.** When new development or major redevelopment occurs within the overlay district, utilities shall be required to be placed underground.

E. Design Standards

1. **Facade Articulation.** There shall be no blank walls on any facade of a building. Each facade shall include a mixture of recesses, projections, material or color changes, pilasters, false windows, or other similar elements that break up the building mass and provide visual interest.
2. **Transparency.** All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ **25** percent transparent at the pedestrian level. Blocking the view to the inside of a building with interior storage, shelving, boxes, or similar items is not permitted.
3. **Materials.** The walls of any building shall be constructed primarily with masonry such as brick or stone. Wood, external installation finishing system (EIFS), fiber cement siding, architectural metal panels, decorative blocks, and tile are permitted only as accent materials.
4. **Color.** The exterior of buildings shall be constructed with materials that are low reflective, subtle, neutral, and earth tones in color. High intensity colors, bright primary colors, metallic colors, or fluorescent colors are not permitted, except for accent purposes only.
5. **Roofs.** Roof lines shall vary in height and architectural features that may include raised parapets, asymmetrical roof designs, or hipped or gabled roofs. All rooftop mechanical units shall be screened from view on all sides of the building.



Figure 1132-8: Map of the John Gray/Pleasant Overlay District

F. Signage

1. Signs are regulated by Chapter **1155.0**.
2. Signs in the Town Center Overlay District should add a rich character to the district and should not detract from the overall aesthetic of the area.
3. Pole signs are not permitted. Existing pole signs are encouraged to be removed and replaced with ground signs, consistent with this zoning code.
4. Building signage shall primarily be constructed with channel cut letters, but may utilize small cabinet elements for company logos, images, or other purposes.

- b. Sidewalks, no less than six feet in width, shall be provided along the frontage of all buildings and along any facade featuring a customer entrance or which abuts public parking areas.
- 7. **Lighting.** Lighting shall be compatible with the design of the development and shall comply with lighting regulations in Chapter 1154.0.
- 8. **Open Space.** For developments that are over two acres in size, a minimum of 15 percent of the land area shall be designated usable open space such as a pocket park, gathering space, or a plaza.

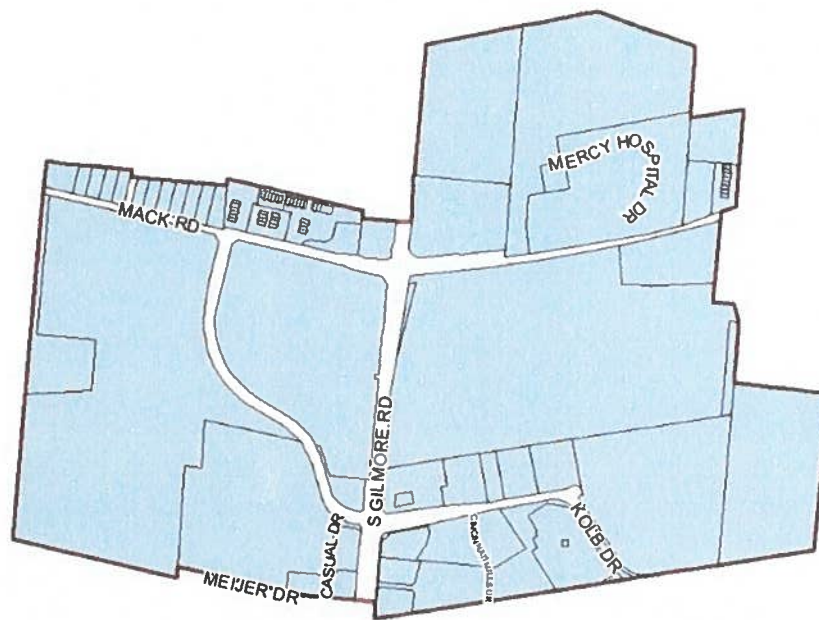


Figure 1132-9: Map of the South Gilmore/Mack Overlay District

E. Design Standards

- 1. **Facade Articulation.** There shall be no blank walls on any facade of a building that is visible from any public right-of-way or an A or R District. Such facades shall include a mixture of recesses, projections, material or color changes, pilasters, false windows, or other similar elements that break up the building mass and provide visual interest.
- 2. **Transparency.** All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~35~~ 25 percent transparent at the pedestrian level. Blocking the view to the inside of the building with interior storage, shelving, boxes, or similar items is not permitted.

Table 1151.03-3: Stacking Space Requirements

Activity	Minimum Number of Stacking Spaces	Measured From
Drive-Through Convenience Store	5 for a single lane	Entrance to the building
Food and Beverage Use with Drive-Through Window	12 for a single lane or 6 per lane for 2 or more lanes	The order point
Food and Beverage Use with Pick Up Window Only	5 for a single lane	Pick-up window
Financial Institution	4 per lane for an ATM, 2 per lane for a teller or window	Teller or ATM
Motor Vehicle Fueling/Charging Facility	1 per fuel pump	Pump island
Pharmacy	5 for a single lane or 3 per lane for 2 or more lanes	Pick-up window
Motor Vehicle Washing, Automatic	4 for a single lane or 2 per lane for 2 or more lanes	Entrance to washing bay
Other	As determined by the Development Services Director or their designee	

2. **Dimensions.** Each stacking space shall be a minimum area of eight feet in width and 20 feet in length and shall not encroach upon access drives or parking aisles.
3. **Modifications.** The Development Services Director or their designee may require additional stacking spaces than specified in this section for uses that have high-demand use periods that cause long waiting lines, such as fast food restaurants or drive-through coffee shops. In such cases, the Development Services Director or their designee will require the applicant to demonstrate that the site plan accommodates the anticipated demand.

- I. **Parking Requirements for Physically Disabled.** All off-street parking lots shall include parking spaces for the physically disabled and markings, striping, and signage as required by the Ohio Basic Building Code.
- J. **Traffic and Pedestrian Visibility.** No fence, structure, or landscaping shall be erected or maintained on private property which interferes with reasonable sight distances from access points on the property or adjoining properties for pedestrians or motor vehicle operators.
- K. **Naturalized Drainage.** Parking areas may utilize bioswales and bioretention strategies as part of an overall stormwater drainage and management plan.
- L. **Residential Off-Street Parking Facilities.** Accessory off-street parking facilities for single family and two-family dwellings, in any zoning district, shall be limited to 35 percent of the front yard.

7. The requirements of this subsection do not apply to recreational vehicles that are stored completely within an enclosed permanent structure.

O. Parking of Commercial and Construction Vehicles

1. The parking or storing of any of the following on any property used for residential purposes or on any street in an A or R District for any period exceeding four consecutive hours is prohibited: semi-truck, semi-trailer, box truck, box van, step van, cement truck, stake bed truck, boom truck, food truck, tank truck, tar truck, dump truck, tow truck, wrecker, bus or van capable of carrying more than 10 people, limousine, dump trailer, gooseneck trailer, livestock trailer, trailer with pipe rails and or side walls exceeding 36 inches higher than the trailer bed, and other similar vehicles or trailers. In addition, any other commercial or noncommercial vehicle or trailer that exceeds eight feet in height and/or 22 feet in length shall be prohibited.
2. The parking or storing of any construction vehicle, machine, device, or equipment on any property used for residential purposes or on any street in an A or R District for any period exceeding four consecutive hours is prohibited. Construction vehicles, machinery, devices, and equipment shall include, but not be limited to, earth moving equipment, skid steer loader, cement mixer, hoist, scaffolding, snow plow and similar devices, construction materials, and other apparatus and machines used in the construction or maintenance of buildings, houses, roads, sidewalks, driveways or landscaping.
3. Nothing herein shall prevent the parking of such vehicle, trailer, or equipment in a fully enclosed garage or similar permanent structure, or at any construction project where such vehicles are an integral component of such project.
4. The parking or storing of recreational vehicles on any property used for residential purposes shall be in compliance with all regulations of Section 1151.03.N.

P. Inoperative and/or Unlicensed Motor Vehicles and Trailers. No person, firm or corporation owning or occupying a lot or land within the city shall place, cause to be placed or allow to remain an inoperative and/or unlicensed motor vehicle or trailer on such premises for a period exceeding seventy-two hours, except where such use is specifically authorized for the district in which such motor vehicle or trailer is located.

Q. Electric Vehicle (EV) Charging Stations. Electric vehicle (EV) charging stations are subject to the following:

1. Level 1 and Level 2 EV charging stations are allowed as an accessory use to any permitted principal use in any district. Level 3 EV charging stations are allowed as an accessory use to any multi-family residential use or any non-residential use.
2. EV charging stations shall post information regarding amperage and voltage levels, time

- G. When an opaque fence is used for screening purposes, such fence shall be constructed with wood or vinyl material. When a wall is used for screening purposes, such wall shall be constructed out of brick or stone or a similar masonry material as approved by the Development Services Director or their designee. Fences and walls shall conform to the requirements of Chapter [1153.0](#).
- H. Any fractional number shall be rounded up to the next whole number.

1152.08 Parking and Vehicular Area Landscaping Requirements

- A. **Perimeter Requirements.** When any ~~off-street parking lot~~ **vehicle use area** for any multi-family dwelling use, non-residential use, or mixed-use development is proposed to abut a public street, or a property upon which a single family dwelling or two family dwelling exists, a landscape buffer shall be provided that consists of the following:
1. A minimum width of five feet adjacent to the parking lot;
 2. One deciduous tree located every 30 linear feet (a minimum of one tree is required); and
 3. Shrubs planted every three linear feet.
- 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. Landscape 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 of eight feet wide and 18 feet in length.
 4. If landscaping requirements interfere with the parking requirements of Chapter [1151.0](#), flexibility in the landscaping requirement and/or parking requirement may be permitted by the Planning Commission.

property line a minimum distance that is equal to the required front yard setback.

3. Fences, hedges, and walls are permitted in the side and rear yards.

C. Double Frontage Lots. Fences, hedges, and walls may be located on double frontage lots per the following:

1. Fences, hedges, and walls within the front yard of the front property line shall conform with Subsection 1153.03.A.1.
2. Fences, hedges, and walls are permitted in the side yard.
3. Fences, hedges, and walls within the front yard of the rear street property line that have more than 50 percent opacity shall be set back a minimum of 30 feet from the rear street property line. Fences, hedges, and walls that have 50 percent or less opacity shall be set back five feet from the rear street property line.

1153.04 Design Regulations

A. Height. No fence, hedge, or wall shall exceed six feet in height above the elevation of the ground where located, unless specifically exempted in this code.

1. **Measurement.** Fences and walls shall be measured from the surface of the ground to the highest point of the fence or wall. If a fence or wall is located on a hill or slope, the maximum height of fence shall remain six feet in height for its entire length. This can be done through installing a stepped fence or a contour fence.

B. Fence Design and Materials

1. All fences shall have the posts and supporting rails located on the inside of the fence or shall be constructed so that the slats of the fence alternate on the inside and outside of the posts and supporting rails.
2. Allowable fence or wall materials include stone or brick masonry product, wood, vinyl, aluminum, ornamental iron, and chain link.
3. Prohibited fence or wall materials include:
 - a. Plywood, particle board, doors, fiberglass, corrugated or sheet metal panels, and other non-traditional fence material.
 - b. Temporary construction fencing, except as used during construction or for temporary safety purposes.
 - c. Shipping crates, pallets, or skids.
 - d. Welded wire, chicken wire, woven wire, or mesh fencing, except when used as backing for a split rail, Kentucky board, or other similar fences.

3. The setback distance from the public right-of-way shall be adequate so as to allow a clear view of pedestrian and vehicular traffic for vehicles entering or exiting the subject property or adjacent property.
 4. Pole signs shall be set back a minimum of 10 feet from all side property lines.
 5. Pole signs shall utilize two posts and the entire length of the posts shall be wrapped in brick or stone. Other wrap material for posts may be permitted with the approval of the Planning Commission.
 6. Pole signs shall not exceed 12 feet in height and the wrapped posts shall not exceed eight feet in height.
 7. Pole signs in the SE district may conform to the regulations located in Section 1155.08.F.
- D. Electronic Message Centers.** Electronic message centers are permitted on ground and pole signs in specified non-residential zoning districts subject to the following:
1. Electronic message centers shall be located a minimum of 200 feet from any A or R District.
 2. Electronic message centers shall be **equal or subordinate** to the principal sign face in size and shall be located **below or adjacent to** the principal sign face. **No portion of an electronic message center is permitted to be located above the principal sign face.**
 3. One electronic message center is permitted per property and/or shopping center. An electronic message center is not permitted if a changeable copy sign is used.
 4. Each message or copy must be displayed for at least seven seconds.
 5. When a message or copy changes by remote control or electronic process, it shall be accomplished in three seconds or less using an instantaneous transition, fade, or dissolve feature.

Figure 1155-12: Example of a canopy sign



Figure 1155-13: Example of a directional sign

B. Fees

1. The fees to be charged for applications and procedures pertaining to the administration and enforcement of this zoning code shall be as follows:

Table 1170.02-2: Planning and Zoning Fee Schedule

Application	Fee (\$)
Board of Zoning Appeals	
Board of Zoning Appeals - Residential	100
Board of Zoning Appeals - Nonresidential	200
Planning Commission	
Rezoning Zoning Text or Map Amendment	500
PUD - Concept Development Plan	500
PUD - Final Development Plan	500
PUD - Minor Modification (residential)	50
PUD - Minor Modification (nonresidential)	200
Conditional Use	250
Preliminary Plat	500
Final Plat	300
Replat	100
Overlay District Review	200
Residential Infill Review	50
All other Planning Commission Requests	100
Administrative	
Minor Subdivision - Lot Split	50
Minor Subdivision - Lot Combination	50
Site Plan Review - Expansion	100
Site Plan Review - New Development	200
Cell Tower	250
Cell Tower - Biennial Registration Renewal	100
Curb Cut Permit - Residential	25
Curb Cut Permit - Nonresidential	50

Table 1170.02-2: Planning and Zoning Fee Schedule

Application	Fee (\$)
Administrative	
Minor Subdivision - Lot Split	50
Minor Subdivision - Lot Combination	50
Site Plan Review - Expansion	100
Site Plan Review - New Development	200
Cell Tower	250
Cell Tower - Biennial Registration Renewal	100
Curb Cut Permit - Residential	25
Curb Cut Permit - Nonresidential	50
Floodplain Development Permit	200
Zoning Verification Letter	50

2. Until all fees, charges, and expenses have been paid in full, no action shall be taken on any application, appeal, or administrative review and approval.
3. The fee for all applications listed in Table 1170.02-2 shall be non-refundable.

- D. Initiation of Zoning Text or Map Amendment.** Amendments to the zoning code text or zoning map may be initiated in one of the following ways:
1. Ordinances or resolutions establishing, amending, revising, changing, or repealing zoning classifications, districts, uses or regulations shall be initiated by a member of City Council.
 2. A petition requesting amendment or change in the district boundaries or regulations herein may be considered by Council. Such petition shall be duly signed by the owners of 50 percent or more of the area of lots included in such proposed change, and 50 percent of all lots or proportions thereof within 200 feet in every direction from the boundaries of the proposed change. Such petition shall not be accepted or presented or considered at any meeting of Council unless and until the person or persons requesting the amendment shall have filed a receipt from the Development Services Department showing the payment to the City.
- E. Application Requirements.** Applications for zoning text and map amendments shall be submitted on forms supplied by the Development Services Director or their designee and shall include the following:
1. A completed application form;
 2. A map of land to be rezoned, drawn by a registered surveyor or engineer with supporting legal descriptions; or the text of a proposed amendment to the language of the zoning code; and
 3. ~~The fee established by the City Council.~~ The fee applicable to the filing of a zoning text or map amendment application shall be set forth in Section 1170.03.B.
- F. Approval Process.** The following is the approval process for a zoning text or map amendment.
1. **Submit Completed Application**
 - a. Upon receipt of an application, the Development Services Director or their designee shall determine if the application is complete. If it is not complete, the applicant shall be notified of the additional materials or information required to be a complete application.
 - b. When the application is complete, if the application proposes to change the zoning classification of any property, written notice of the proposed rezoning ordinance or resolution shall be mailed by the Clerk of Council by first class mail at least 10 days before the first reading of such ordinance or resolution to the owner(s) of the property proposed to be rezoned, unless such notice is waived by the property owner(s) in writing. Such notices shall be sent to the addresses of the owners appearing on the County Auditor's current tax list or to the residence addresses of such owners. The failure of such notice shall not invalidate any ordinance or resolution.

2. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
3. The conditional use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area;
4. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish and impair property values within the neighborhood;
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
6. Adequate utilities, ingress/egress, drainage, and necessary facilities have been or are being provided;
7. The establishment of the conditional use should not be detrimental to the economic welfare of the community or create additional public expense; and
8. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located as well as the specific supplemental conditions that may apply.

E. Approval Process

1. **Submit Application.** An application for a conditional use shall be submitted to the Development Services Director or their designee and shall include the following:
 - a. A completed application;
 - b. Plans, drawn to scale, showing the shape and dimensions of the lot, existing buildings, proposed and existing streets, existing and intended use of each building and/or proposed building, parking areas, walkways, curb cuts, and such other information with regard to the lot and adjacent lots as may be necessary to determine and provide for the proper hearing of the application;
 - c. Plans, drawn to scale, showing the floor plan of how the building space is proposed to be used;
 - d. Building elevations, landscape plan and other information deemed necessary by the Development Services Director or their designee; and
 - e. ~~Payment of a fee as established by the City Council, which shall not be refundable.~~ The fee applicable to the filing of a conditional use application shall be set forth in Section 1170.03.B.

- f. Whether the property owner's predicament can be obviated through some method other than a variance; and
 - g. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance.
2. **Use Variance.** No use variance shall be authorized by the Board of Zoning Appeals unless the Board finds, beyond reasonable doubt, that all of the following facts and conditions exist:
- a. The requested variance stems from a condition which is unique to the property at issue and not ordinarily found in the same zone or district;
 - b. The hardship condition described in Section [1171.02](#) (Variance Definition) is not created as a result of actions by the applicant;
 - c. The granting of such variance will not adversely affect the rights of adjacent property owners;
 - d. The granting of such variance will not adversely affect the public health, safety, or general welfare;
 - e. Such variance will be consistent with the general spirit and intent of the zoning code;
 - f. The variance sought is the minimum which will afford relief to the applicant; and
 - g. There is no other economically viable use which is permitted in the zoning district.

D. **Approval Process**

1. **Submit Application.** An application for a variance shall be submitted to the Development Services Director or their designee and shall include the following:
- a. A completed variance application.
 - b. Plans, drawn to scale, showing the location of existing buildings and structures, new building additions or structures, all pertinent dimensions, and any additional information needed to illustrate the variance request.
 - c. Building or structural drawing, drawn to scale.
 - d. ~~Payment of a fee as established by the City Council, which shall not be refundable.~~
The fee applicable to the filing of a variance application and for any other submission pertaining to these regulations shall be set forth in Section 1170.03.B (Board of Zoning Appeals).
2. **Board of Zoning Appeals Public Hearing and Decision**
- a. After a completed application and all requirements have been submitted, the application will be forwarded to the Board of Zoning Appeals.

1170.07 Site Plan Review

A. Process Flow Chart. Applications for site plan review shall follow the specific procedure



Figure 1170-4: Flow chart of the site plan review process

outlined in Section 1170.07.C, which is summarized in the flow chart.

B. Applicability. Except as provided in this zoning code, no building shall hereafter be located, constructed, reconstructed, enlarged, or structurally altered nor shall any site or infrastructure work be started until a site plan has been approved by the Development Services Director or their designee, which certifies that such proposed work complies with all provisions of this zoning code and the Design, Construction, and Materials Specification Handbook.

C. Approval Process

- 1. Submit Application.** An application for approval of a site plan shall be submitted to the Development Services Director or their designee and shall include the following:
 - a. A completed site plan application;
 - b. The information as identified on the city's Site Plan Review Checklist on file in the Development Services Department office; and
 - c. ~~Payment of a fee as established by the City Council, which shall not be refundable.~~ The fee applicable to the filing of a site plan review application shall be set forth in Section 1170.03.B.
- 2. Development Services Director Review.** The Development Services Director or their designee shall review the site plan application and decide if the structures and proposed use of the property are in conformity with the zoning code and the Design, Construction, and

6. Foundation style; and
7. Ancillary elements such as setback and private deed or subdivision restrictions.

D. Design Standards. The following standards shall apply to all new infill principal residential structures:

1. Infill residential structures shall conform to the architectural character of the surrounding area regarding building size, mass, building materials colors, architectural styles, roof styles, and ancillary elements such as setbacks, private deeds, or subdivision restrictions.
2. The exterior building materials of infill residential structures shall be comprised of a minimum of 50 percent brick, stone, stucco, wood, fiber cement board on the front facade and a minimum of 25 percent on the side and rear facades.
3. Each facade of the residential structure shall include a minimum of either two exterior building materials or two different colors of the same exterior building material.
4. No more than 24 inches of poured concrete foundation wall may be exposed.
5. If the design standards conflict with architectural character of the surrounding area, the Planning Commission may waive the design standards.

E. Review Criteria

1. Architectural Elements listed in Section 1170.08.C.
2. The Design Standards listed in Section 1170.08.D.

F. Approval Process

1. **Submit Application.** An application for approval to construct a residence on an infill parcel shall be submitted to the Development Services Director or their designee and shall include the following:
 - a. A completed application;
 - b. A plot plan, drawn to scale;
 - c. Rendered building elevations; and
 - d. ~~Payment of a fee as established by the City Council, which shall not be refundable.~~ The fee applicable to the filing of a residential infill review application shall be set forth in Section 1170.03.B.

1170.11 Planned Unit Development Procedures

Refer to Section 1132.01.D for the procedures for approval of Planned Unit Development Concept Development Plans, Final Development Plans, and modifications to Planned Unit Developments.

1170.12 Appeals of a Decision by an Official

- A. Process Flow Chart.** Appeals of a decision by a City Official shall follow the specific procedure outlined in Subsection 1170.12.D, which is summarized in the flow chart. Appeals of a decision by a City Official for compliance with the overlay district regulations located in Chapter 1132.0 shall follow the specific procedures outlined in Section 1132.01.D.
- B. Applicability**
1. An appeal to the Board of Zoning Appeals may be taken by any person aggrieved or affected by any decision of the Zoning Inspector. Such appeal shall be taken within 20 days after the decision by filing with the Development Services Department a notice of appeal specifying the grounds thereof.
 2. In considering an appeal from an alleged error on the administration of the zoning code, the Board of Zoning Appeals shall consider the intent and purpose of the provisions of the zoning code that apply and the effect of the desired interpretation upon neighboring properties and the public interest. In exercising its power to review such appeal, the Board may, in conformity with the provisions of statute and of the zoning code reverse or affirm, wholly or partially, or may modify the order, decision, or determination made, and to that end shall have all powers of the officer from whom the appeal is taken.
- C. Application Requirements.** Except as otherwise permitted in this zoning code, no appeal shall be approved by the Board of Zoning Appeals unless the Board shall receive an appeal which includes the following requirements:
1. A completed appeals application;
 2. A description of the appeal requested;
 3. A narrative statement establishing and substantiating the justification of the grounds for appeal; and
 4. ~~A payment of a fee as established by the City Council, which shall not be refundable.~~ The fee applicable to the filing of a appeal of a decision by an official shall be set forth in Section 1170.03.B (Board of Zoning Appeals).
- D. Approval Appeal Process**
1. An appeal shall stay all proceedings in furtherance of the action appealed from unless the Development Services Director or their designee certifies to the Board of Zoning Appeals

D

Data Center. A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations.

Day Care Center. A place in which supervision, protection, and care is administered to a person or persons, but not including overnight lodging. Such uses may also include educational learning, such as preschool and kindergarten programs, as accessory uses.

Day Care, Home Type A. The permanent residence of the administrator in which childcare is provided for seven to 12 children at one time or a permanent residence of the administrator in which childcare is provided for four to 12 children at one time if four or more children at one time are under two years of age. In counting children for the purpose of this definition, any children under six years of age who are related to the administrator or any employee on the premises shall be counted.

Day Care, Home Type B. The permanent residence of the administrator in which childcare is provided for one to six children at any one time and in which no more than three children are under two years of age at one time. In counting children for the purposes of this division, any children under six years of age who are related to the administrator or any employee on the premises shall be counted.

Design, Construction, and Materials Specification Handbook. A handbook adopted by City Council containing the official standards for the city governing the design, construction, and materials permitted to be used in all proposed improvements.

Development Services Director. The development services director for the City of Fairfield, Ohio.

District. A portion of the territory of the city within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of the zoning code.

Drainage Plan. A plan for the control of stormwater runoff in accordance with the requirements of Section 1199.03.F.

Drive-Through Convenience Store. An establishment designed so a motor vehicle enters the building at one end and exits at the other end, that sells merchandise such as prepackaged food items, tobacco products, and beverages within the building while the occupant remains seated in the motor vehicle. This does not include drive-through facility, accessory.

Drive-Through Facility, Accessory. Any operation by a business establishment where the transfer of goods and services to the customers is accomplished through an opening in the building while the customer remains in their vehicle. **This does not include drive-through convenience store.**

Drywell. A type of drainage well used for the underground disposal of stormwater runoff from paved areas such as parking lots, streets, residential subdivisions, and building rooftops.

Dumpster, Garbage or Recycling. A container used for the temporary storage of solid waste and garbage or for materials to be recycled pending collection, having a capacity of at least 2 cubic yards. This definition includes compactors and grease dumpsters. Garbage or recycling dumpsters do not include garbage cans which can be moved by a person.

Dumpster, Roll-Off/ Construction. A container used for the temporary collection of large quantities of trash, yard waste, garbage, or building or construction debris, and designed to be delivered and picked up by a truck and which is left on site for a temporary period of time. Roll-off/construction dumpsters do not include dumpsters used by multi-family dwellings or businesses.

Dwelling. Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent, boarding, or lodging house, motel, hotel, recreational vehicle, or a mobile home, except when it is located in a mobile home park.

Dwelling, Accessory Commercial. A dwelling unit secondary and accessory to a principal commercial use for the purpose of providing essential 24-hour care and security for the commercial business.

Dwelling, Multi-Family Large Scale (5+ units). One or more buildings, or portion of buildings, on a single lot that contains five or more individual dwelling units, where each unit is occupied by one family and provided with an individual entrance to the outdoors or to a common hallway, and regardless of whether the dwelling units are owned or rented.

Dwelling, Multi-Family Small Scale (3-4 units). One or more buildings, or portion of buildings, on a single lot that contains three or four individual dwelling units, where each unit is occupied by one family and provided with an individual entrance to the outdoors or to a common hallway, and regardless of whether the dwelling units are owned or rented.

Dwelling, Single Family Attached. A building designed or arranged for use by a single family consisting of one dwelling unit only, sharing at least one wall with another dwelling unit. Such uses shall have an individual entrance to the outdoors. Each shared wall shall be placed on a property lot line.

Dwelling, Single Family Detached. A building designed or arranged for use by a single family consisting of one dwelling unit only, separated from other dwelling units by open space.

Dwelling, Two Family. A building consisting of two dwelling units arranged, intended, or designed

Mobile Home Park. Any lot or part thereof which is used or offered as a location for two or more mobile homes used for residential purposes.

Motor Vehicle. A machine designed or intended to travel over land, sea, or air by self-propulsion or while attached to any self-propelled vehicle such as a camper, trailer, or travel trailer.

Motor Vehicle Fueling/Charging Facility. A place where gasoline, other motor vehicle fuel, or alternative power/energy is sold at retail to the public via direct transmission from a pump or charger to the motor vehicles and where no other motor vehicle service is performed. The sale of gasoline or other motor vehicle fuel or alternative power/energy under this definition shall be the primary use. Other retail sales, including the sale of convenience goods such as groceries, packaged food, newspapers, and household items are permitted within a wholly enclosed building as an accessory use. Outdoor retail displays shall not exceed five percent of the gross floor area of the principal permitted structure. This definition does not include facilities designed for the fueling or charging of semi-trailer trucks.

Motor Vehicle Repair. Any establishment or place of business which is maintained and operated for the primary purpose of making general repair, rebuilding or reconstruction of engines or making general repair to motor vehicle quarter panels, doors, fenders, bumpers, other parts of auto body, frames or other exterior surfaces or providing collision services including but not limited to painting, frame straightening or frame dissecting. This definition does not include any establishment, place of business or property upon which 10 or more unlicensed, partially disassembled, wrecked, or inoperable motor vehicles are kept or stored.

Motor Vehicle Sales/Rental Area. Any establishment, place of business, property or open area used for the display of new or used motor vehicles that are for sale, lease, or rent and in operable condition.

Motor Vehicle Service. Any establishment or place of business which is maintained and operated for the primary purpose of performing routine maintenance of **operable** motor vehicles such as removal and replacement of lubricants, tires, and batteries for the public and which may include retail sales of ~~fuels~~, fluids, lubricants, air and/or ~~for washing operable motor vehicles~~. This definition does not include any establishment, place of business or property upon which storage or repair of any unlicensed, partially dismantled, or inoperable motor vehicles takes place.

Motor Vehicle Storage. Any establishment, place of business, property or open area used for the storage of new or used motor vehicles that are in operable condition. This definition does not include the storage of delivery trucks, tractor-trailers and associated semi- trailers, or shipping containers.

Motor Vehicle Tow Yard. Any establishment, place of business, or property used by a tow company or wrecker service for temporary storage of operable motor vehicles or inoperable motor vehicles designated to be transported to a motor vehicle repair garage or junkyard. This definition does not include any establishment, place of business, or property upon which 10 or more unlicensed, partially disassembled, wrecked, or inoperable motor vehicles are kept or stored.

W

Wall. An architectural partition with a height and length greater than its thickness; used to divide or enclose an area or to support another structure.

Wall, Retaining. A structure that holds back soil or rock from a building, structure or area. Retaining walls prevent downslope movement or erosion and provide support for vertical or near-vertical grade changes.

Warehouse. An enclosed structure used for the storage and/or distribution of goods of any type by or on behalf of the owner of the goods when 80 percent or more of the enclosed structure is designed or used for storage space. This definition includes distribution and fulfillment facilities, **but does not include warehouse, cross-docks.**

Warehouse, Accessory. A secondary and subordinate use to an industrial or commercial use where raw materials, parts, or finished manufactured goods may be stored before their export or distribution. Such storage shall be within a building.

Warehouse, Cross-Dock. An enclosed structure with loading docks located on opposite sides of the structure used for the storage and/or distribution of goods of any type by or on behalf of the owner of the goods when 80 percent or more of the enclosed structure is designed or used for storage space. This definition includes distribution and fulfillment facilities which have docks located on opposite sides of the structures.

Waste Area. An area approved by the engineer for the disposal of waste material and restricted from the building of any structure and delineated by the requirements of Section 1159.05 .

Waste Material. Any material that is not approved "fill material" but approved for disposal in an approved waste area site by the Public Works Director.

Watercourse. A permanent stream, intermittent stream, river, brook, channel, creek, or ditch for water whether natural or man-made.

Wind Farm. Commercial wind power installations that consist of wind turbines and associated facilities.

Wind Turbine. A device that converts the wind's kinetic energy into electrical energy.

Y

Yard. An open space on a lot unoccupied and unobstructed from the ground upward except as expressly permitted in the zoning code.

ORDINANCE NO. _____

ORDINANCE TO AMEND VARIOUS SECTIONS OF THE PLANNING AND
ZONING CODE OF ORDINANCE NO. 166-84, THE CODIFIED
ORDINANCES OF FAIRFIELD, OHIO.

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

Section 1. Various sections of the Planning and Zoning Code of Ordinance No. 166-84,
The Codified Ordinances of Fairfield, Ohio, are hereby amended to read as
follows:

SEE ATTACHED EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY
REFERENCE.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\AMENDMENT TO ZONING CODE-ORD

EXHIBIT “A”

1130.05 Industrial Zoning Districts

[NO CHANGES UNTIL PARAGRAPH B.1.]

- B.**
- 1. “M-1” Industrial Park.** It is the purpose of the “M-1” Industrial Park District to promote and protect certain land areas for ~~[light industrial development.]~~ **INDUSTRIAL USES WITH LIMITED OBJECTIONABLE EXTERNAL EFFECTS. THE INTENT IS TO PERMIT MOST MANUFACTURING, WHOLESALING AND WAREHOUSING ACTIVITIES THAT CAN BE OPERATED IN A CLEAN AND QUIET MANNER, SUBJECT ONLY TO THOSE REGULATIONS NECESSARY TO THE PROTECTION OF ADJACENT RESIDENTIAL AND BUSINESS ACTIVITIES.**
 - 2. “M-2” General Industrial.** It is the purpose of the “M-2” General Industrial District to promote and protect certain land areas for ~~[general industrial development.]~~ **INDUSTRIAL AND OTHER USES THAT BY VIRTUE OF THEIR EXTERNAL EFFECTS, SHOULD BE ISOLATED FROM RESIDENTIAL USES AND COMMERCIAL USES. THESE USES PERFORM ESSENTIAL FUNCTIONS FOR COMMUNITY AND EMPLOYMENT OPPORTUNITIES, AND SHOULD BE PROVIDED FOR IN AREAS THAT ARE BEST SUITED FOR INDUSTRIAL DEVELOPMENT BY REASON OF LOCATION, TOPOGRAPHY, AND THE AVAILABILITY OF ADEQUATE UTILITIES AND TRANSPORTATION SYSTEMS.**

1131.07 Agricultural and Residential Accessory Structure Standards

[NO CHANGES UNTIL PARAGRAPH B.]

- B. Animal Enclosures.** Animal enclosures shall be located in the rear yard and shall be included in the calculation of the accessory use limitation contained with Subsection ~~S~~ 1131.07.A.3. **AND 4.** Animal enclosures, whether permanent or temporary, shall be no greater than eight feet in height from grade to the top of the enclosure.

[NO FURTHER CHANGES TO THIS SECTION.]

1131.10 Non-Residential Districts Use Table and Standards.

[NO CHANGES UNTIL TABLE 1131.10-2]

Table 1131.10-2: Non-Residential Districts – Use Table

SEE ATTACHED EXHIBIT “A-1”

[NO FURTHER CHANGES TO THIS SECTION.]

1131.11 Non-Residential District General Use Regulations

[NO CHANGES UNTIL PARAGRAPH H.]

H. Maximum Size for Primary Structures.

- 1.** Primary structures in the C-1 and C-2 Districts are limited to a maximum of 5,000 square feet of gross floor area, except the following uses are exempt from this requirement:
 - ~~[1}]~~ **A.** Assisted living, nursing, and rehabilitation facility;
 - ~~[2}]~~ **B.** Community and cultural facility;
 - ~~[3}]~~ **C.** Education facility;
 - ~~[4}]~~ **D.** Essential service;
 - ~~[5}]~~ **E.** Government facility; and
 - ~~[6}]~~ **F.** Recreation facility, public or private.
- 2. PRIMARY STRUCTURES IN THE M-1 ZONING DISTRICT ARE LIMITED TO A MAXIMUM OF 300,000 SQUARE FEET GROSS FLOOR AREA.**

1131.12 Non-Residential Districts Use Specific Standards

[NO CHANGES UNTIL NEW PARAGRAPH I.-1.]

I.-1. DRIVE-THROUGH CONVENIENCE STORE.

1. **DRIVE-THROUGH CONVENIENCE STORE USES SHALL BE REQUIRED TO MEET THE VEHICLE STACKING SPACE REQUIREMENTS IN SECTION 1151.03.H.**

[NO FURTHER CHANGES TO THIS SECTION UNTIL PARAGRAPH JJ.]

JJ. Stone and Monument Works. Stone and monument work uses ~~[that are located in the C-3 and C-3A Districts]~~ shall be subject to the following:

1. All cutting and other similar operations shall be conducted within an enclosed structure.
2. No operation shall be constructed, or equipment used which would create excessive noise or dust.
3. The outdoor display of products **IN THE C-3 AND C-3A DISTRICTS** shall comply with Section 1131.13.J.
4. There shall be a minimum setback of 200 feet from any A or R District.

[NO FURTHER CHANGES TO THIS SECTION.]

1131.13 Non-Residential Accessory Uses and Structures

[NO CHANGES UNTIL PARAGRAPH E.]

E. Drive-Through Facility, ACCESSORY. A use that proposes to utilize a drive-through or pick-up window shall be subject to the following:

1. All drive-through areas, including, but not limited to, stacking lanes, trash receptacles, outdoor speakers, drive-up windows, and other objects associated with the drive-through area shall be located in the side or rear yard of a property, and shall not cross, interfere with, or impede any public right-of-way.
2. Drive-through structures shall be subject to the vehicle stacking requirements of Section 1151.03.H.
3. Any canopy structure shall be constructed of the same or complimentary materials used on the principal building.
4. Audible electronic devices such as loudspeakers, automobile service order devices, and similar instruments shall be set back a minimum of 100 feet from any A or R District and shall not be audible beyond the property line.
5. Menu board signage shall comply with Section 1155.06.F.

[NO FURTHER CHANGES TO THIS SECTION UNTIL PARAGRAPH K.]

K. Outdoor Storage, Accessory. Outdoor storage accessory areas, where permitted, shall be paved with a hard durable surface located only in the rear yard, and shall be screened on all sides with an opaque fence or wall **SUBJECT TO THE PROVISIONS OF SECTION 1153.04.B.** that is six feet in height.

[NO FURTHER CHANGES TO THIS SECTION]

1132.01 Planned Unit Developments

[NO CHANGES UNTIL PARAGRAPH L.5.]

L. 5. Transparency. All building elevations that are visible from public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least ~~[35]~~ **25** percent transparent at the pedestrian level (see Figure 1132-5).

[NO FURTHER CHANGES TO THIS SECTION]

1132.03 Route 4 Corridor Overlay District

[NO CHANGES UNTIL PARAGRAPH E.2.]

- E. 2. **Transparency.** All building elevations that face public rights-of-way shall include window openings. The primary front elevation of a building shall be at least [35] **25** percent transparent.

[NO FURTHER CHANGES TO THIS SECTION]

1132.04 Town Center Overlay District

[NO CHANGES UNTIL PARAGRAPH E.2.]

- E. 2. **Transparency.** All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least [35] **25** percent transparent at the pedestrian level. Blocking the view to the inside of a building with interior storage, shelving, boxes, or similar items is not permitted.

[NO FURTHER CHANGES TO THIS SECTION]

1132.05 John Gray/Pleasant Overlay District

[NO CHANGES UNTIL PARAGRAPH C.5.]

- C. 5. ~~[Motor vehicle-related businesses, such as]~~ **Motor vehicle fueling/CHARGING, SERVICE AND** repair facilities, and self-storage facilities are not permitted in the overlay district.

[NO FURTHER CHANGES TO THIS SECTION UNTIL PARAGRAPH E.2.]

- E. 2. **Transparency.** All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least [35] **25** percent transparent at the pedestrian level. Blocking the view to the inside of the building with interior storage, shelving, boxes, or similar items is not permitted.

[NO FURTHER CHANGES TO THIS SECTION]

1132.06 South Gilmore/Mack Overlay District

[NO CHANGES UNTIL PARAGRAPH E.2.]

- E. 2. **Transparency.** All building elevations that face public rights-of-way shall include window openings at regular intervals. The primary front elevation of a building shall be at least [35] **25** percent transparent at the pedestrian level. Blocking the view to the inside of the building with interior storage, shelving, boxes, or similar items is not permitted.

[NO FURTHER CHANGES TO THIS SECTION]

1151.03 Parking Requirements

Table 1151.03-3: Stacking Space Requirements

SEE ATTACHED EXHIBIT "A-1"

[NO FURTHER CHANGES TO THIS SECTION UNTIL PARAGRAPH O.]

O. Parking of Commercial AND CONSTRUCTION Vehicles

1. The parking or storing of any of the following on any property used for residential purposes or on any street in an A or R District for any period exceeding four consecutive hours is prohibited: semi-truck, semi-trailer, box truck, box van, step van, cement truck, stake bed truck, boom truck, food truck, tank truck, tar truck, dump truck, tow truck, wrecker, bus or van capable of carrying more than 10 people, limousine, dump trailer, gooseneck trailer, livestock trailer, trailer with pipe rails and or side walls exceeding 36 inches higher than the trailer bed, and other similar vehicles or trailers. In addition, any

other commercial or noncommercial vehicle or trailer that exceeds eight feet in height and/or 22 feet in length shall be prohibited.

2. **THE PARKING OR STORING OF ANY CONSTRUCTION VEHICLE, MACHINE, DEVICE, OR EQUIPMENT ON ANY PROPERTY USED FOR RESIDENTIAL PURPOSES OR ON ANY STREET IN AN A OR R DISTRICT FOR ANY PERIOD EXCEEDING FOUR CONSECUTIVE HOURS IS PROHIBITED. CONSTRUCTION VEHICLES, MACHINERY, DEVICES, AND EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, EARTH MOVING EQUIPMENT, SKID STEER LOADER, CEMENT MIXER, HOIST, SCAFFOLDING, SNOW PLOW AND SIMILAR DEVICES, CONSTRUCTION MATERIALS, AND OTHER APPARATUS AND MACHINES USED IN THE CONSTRUCTION OR MAINTENANCE OF BUILDINGS, HOUSES, ROADS, SIDEWALKS, DRIVEWAYS OR LANDSCAPING.**

[2-] 3. Nothing herein shall prevent the parking of such vehicle or trailer, **OR EQUIPMENT** in a fully enclosed garage or similar permanent structure, or at any construction project where such vehicles are an integral component of such project.

[3-] 4. The parking or storing of recreational vehicles on any property used for residential purposes shall be in compliance with all regulations of Section 1151.03.N.

[NO FURTHER CHANGES TO THIS SECTION]

1152.08 Parking and Vehicular Use Area Landscaping Requirements

A. **Perimeter Requirements.** When any [~~off-street parking lot~~] **VEHICLE USE AREA** for any multi-family dwelling use, non-residential use, or mixed-use development is proposed to abut a public street, or a property upon which a single family dwelling or two family dwelling exists, a landscape buffer shall be provided that consists of the following:

1. A minimum width of five feet adjacent to the parking lot;
2. One deciduous tree located every 30 linear feet (a minimum of one tree is required); and
3. Shrubs planted every three linear feet.

[NO FURTHER CHANGES TO THIS SECTION]

1153.04 Design Regulations

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH B.2.]

B. 2. Allowable fence or wall materials include stone **OR BRICK** masonry product, wood, vinyl, aluminum, ornamental iron, and chain link.

[NO FURTHER CHANGES TO THIS SECTION]

1155.06 General Sign Regulations

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH D.2.]

D. 2. Electronic message centers shall be **EQUAL OR** subordinate to the principal sign face in size and shall be located below **OR ADJACENT TO** the principal sign face. **NO PORTION OF AN ELECTRONIC MESSAGE CENTER IS PERMITTED TO BE LOCATED ABOVE THE PRINCIPAL SIGN FACE.**

[NO FURTHER CHANGES TO THIS SECTION]

1170.03 Common Review Requirements

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH B.]

B. 1. The fees to be charged for applications and procedures pertaining to the administration and enforcement of this zoning code shall be as follows:

Table 1170.02-2: Planning and Zoning Fee Schedule

SEE ATTACHED EXHIBIT "A-1"

2. Until all fees, charges, and expenses have been paid in full, no action shall be taken on any application, appeal, or administrative review and approval.
3. **FEE FOR ALL APPLICATIONS LISTED IN TABLE 117.02-2 SHALL BE NON-REFUNDABLE.**

[NO FURTHER CHANGES TO THIS SECTION]

1170.04 Zoning Text or Map Amendment

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH E.3.]

- E. 3. ~~[The fee established by the City Council.]~~ **THE FEE APPLICABLE TO THE FILING OF A ZONING TEXT OR MAP AMENDMENT APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**

[NO FURTHER CHANGES TO THIS SECTION]

1170.05 Conditional Use

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH E.1.e.]

- E. 1. e. ~~[Payment of a fee as established by the City Council, which shall not be refundable.]~~ **THE FEE APPLICABLE TO THE FILING OF A CONDITIONAL USE APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**

[NO FURTHER CHANGES TO THIS SECTION]

1170.06 Variances

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH D.1.d.]

- D. 1. d. ~~[Payment of a fee as established by the City Council, which shall not be refundable.]~~ **THE FEE APPLICABLE TO THE FILING OF A VARIANCE APPLICATION AND FOR ANY OTHER SUBMISSION PERTAINING TO THESE REGULATIONS SHALL BE SET FORTH IN SECTION 1170.03.B (BOARD OF ZONING APPEALS).**

[NO FURTHER CHANGES TO THIS SECTION]

1170.07 Site Plan Review

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH C.1.c.]

- C. 1. c. ~~[Payment of a fee as established by the City Council, which shall not be refundable.]~~ **THE FEE APPLICABLE TO THE FILING OF A SITE PLAN REVIEW APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**

[NO FURTHER CHANGES TO THIS SECTION]

1170.08 Residential Infill Review

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH F.1.d.]

- F. 1. d. ~~[Payment of a fee as established by the City Council, which shall not be refundable.]~~ **THE FEE APPLICABLE TO THE FILING OF A RESIDENTIAL INFILL REVIEW APPLICATION SHALL BE SET FORTH IN SECTION 1170.03.B.**

[NO FURTHER CHANGES TO THIS SECTION]

1170.12 Appeals of a Decision by an Official

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH C.4.]

- C. 4. ~~[A payment of a fee as established by the City Council, which shall not be refundable.]~~ **THE FEE APPLICABLE TO THE FILING OF AN APPEAL OF A DECISION BY AN OFFICIAL SHALL BE SET FORTH IN SECTION 1170.03.B (BOARD OF ZONING APPEALS).**

D. [Approval] APPEAL Process
[NO FURTHER CHANGES TO THIS SECTION]

1171.02 Defined Words
[NO CHANGES TO THIS SECTION UNTIL LETTER D]

D

DATA CENTER. A FACILITY USED PRIMARILY FOR THE STORAGE, MANAGEMENT, PROCESSING, AND TRANSMISSION OF DIGITAL DATA, WHICH HOUSES COMPUTER OR NETWORK EQUIPMENT, SYSTEMS, SERVERS, APPLIANCES, AND OTHER ASSOCIATED COMPONENTS RELATED TO THE DIGITAL STORAGE AND OPERATIONS.

Day Care Center. A place in which supervision, protection, and care is administered to a person or persons, but not including overnight lodging. Such uses may also include educational learning, such as preschool and kindergarten programs, as accessory uses.

Day Care, Home Type A. The permanent residence of the administrator in which childcare is provided for seven to 12 children at one time or a permanent residence of the administrator in which childcare is provided for four to 12 children at one time if four or more children at one time are under two years of age. In counting children for the purpose of this definition, any children under six years of age who are related to the administrator or any employee on the premises shall be counted.

Day Care, Home Type B. The permanent residence of the administrator in which childcare is provided for one to six children at any one time and in which no more than three children are under two years of age at one time. In counting children for the purposes of this division, any children under six years of age who are related to the administrator or any employee on the premises shall be counted.

Design, Construction, and Materials Specification Handbook. A handbook adopted by City Council containing the official standards for the city governing the design, construction, and materials permitted to be used in all proposed improvements.

Development Services Director. The development services director for the City of Fairfield, Ohio.

District. A portion of the territory of the city within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of the zoning code.

Drainage Plan. A plan for the control of stormwater runoff in accordance with the requirements of Section 1199.03.F.

DRIVE-THROUGH CONVENIENCE STORE. AN ESTABLISHMENT DESIGNED SO A MOTOR VEHICLE ENTERS THE BUILDING AT ONE END AND EXITS AT THE OTHER END, THAT SELLS MERCHANDISE SUCH AS PREPACKED FOOD ITEMS, TOBACCO PRODUCTS, AND BEVERAGES WITHIN THE BUILDING WHILE THE OCCUPANT REMAINS SEATED IN THE MOTOR VEHICLE. THIS DOES NOT INCLUDE DRIVE-THROUGH FACILITY, ACCESSORY.

Drive-Through Facility, ACCESSORY. Any operation by a business establishment where the transfer of goods and services to the customers is accomplished through an opening in the building while the customer remains in their vehicle. **THIS DOES NOT INCLUDE DRIVE-THROUGH CONVENIENCE STORE.**

Drywell. A type of drainage well used for the underground disposal of stormwater runoff from paved areas such as parking lots, streets, residential subdivisions, and building rooftops.

Dumpster, Garbage or Recycling. A container used for the temporary storage of solid waste and garbage or for materials to be recycled pending collection, having a capacity of at least 2 cubic yards. This definition includes compactors and grease dumpsters. Garbage or recycling dumpsters do not include garbage cans which can be moved by a person.

Dumpster, Roll-Off/ Construction. A container used for the temporary collection of large quantities of trash, yard waste, garbage, or building or construction debris, and designed to be delivered and picked up by a truck and which is left on site for a temporary period of time. Roll-off/construction dumpsters do not include dumpsters used by multi-family dwellings or businesses.

Dwelling. Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent, boarding, or lodging house, motel, hotel, recreational vehicle, or a mobile home, except when it is located in a mobile home park.

Dwelling, Accessory Commercial. A dwelling unit secondary and accessory to a principal commercial use for the purpose of providing essential 24-hour care and security for the commercial business.

Dwelling, Multi-Family Large Scale (5+ units). One or more buildings, or portion of buildings, on a single lot that contains five or more individual dwelling units, where each unit is occupied by one family and provided with an individual entrance to the outdoors or to a common hallway, and regardless of whether the dwelling units are owned or rented.

Dwelling, Multi-Family Small Scale (3-4 units). One or more buildings, or portion of buildings, on a single lot that contains three or four individual dwelling units, where each unit is occupied by one family and provided with an individual entrance to the outdoors or to a common hallway, and regardless of whether the dwelling units are owned or rented.

Dwelling, Single Family Attached. A building designed or arranged for use by a single family consisting of one dwelling unit only, sharing at least one wall with another dwelling unit. Such uses shall have an individual entrance to the outdoors. Each shared wall shall be placed on a property lot line.

Dwelling, Single Family Detached. A building designed or arranged for use by a single family consisting of one dwelling unit only, separated from other dwelling units by open space.

Dwelling, Two Family. A building consisting of two dwelling units arranged, intended, or designed to be occupied by two families only. Such uses may be arranged with one dwelling unit on the first floor and the other dwelling unit on the second floor, or with the two dwelling units located adjacent to each other, on the same lot or parcel, with a shared wall. Such uses shall have an individual entrance to the outdoors.

[NO FURTHER CHANGES TO THIS SECTION UNTIL LETTER M]

M

Major Redevelopment. Any project that meets one of the following conditions:

- A. The construction of one or more buildings or improvements on a site where all or part of a building or improvement has been previously demolished;
- B. The renovation, rehabilitation, addition to, or re-purpose of existing buildings or improvements on a site where the cost of work performed exceeds 50 percent of the pre-renovation market value of the building or improvements as determined by the county auditor;
- C. The demolition and reconstruction of a building or structure; or
- D. Any addition that exceeds 50 percent of the square footage of the existing building or structure.

Major redevelopment does not include activities associated with routine maintenance and/or remodeling of occupied properties.

Manufacturing, Artisan. An establishment or business where an artist, artisan, or craftsperson teaches, makes, or fabricates crafts or products by hand or with minimal automation, and which may include direct sales to consumers. This definition includes uses such as small-scale fabrication, manufacturing, and other industrial uses and processes such as small-scale welding and sculpting. This use includes fabrication implements that are more industrial than that of an art studio and includes coopering, and crafting of cabinetry, furniture, and other similar small-scale manufacturing.

Manufacturing, Heavy. The manufacturing of products from raw or unprocessed materials, including recycling processes. This category shall also include any establishment or facility using large outdoor structures or storage that cannot be integrated into the building design. Any industrial use that generates noise, odor, vibration, illumination, or particulate that may be offensive or obnoxious to adjacent land uses, or requires a significant amount of on-site hazardous chemical storage shall be classified under this land use. Examples include, but are not limited to, the production of the following: lumber, milling, and planing facilities; aggregate, concrete, and asphalt plants; foundries; forge shops, open air welding, and any other intensive metal and plastic fabrication facilities; and chemical manufacturing.

Manufacturing, Light. Product assembling or mixing, where previously processed components or manufactured parts produced off-site are fitted together into a machine or blended or blown or extruded to form a non-combustible and non-explosive product. Product packaging, including bottling, canning, packing, wrapping, and boxing of products assembled. Laboratories for testing of non-hazardous materials. The assembling or packaging shall not produce noise, vibration, hazardous waste materials, or particulate that create significant negative impacts to adjacent land uses. Odors produced on-site shall not negatively affect other businesses or properties in the area. Examples of assembling include but are not limited to the production of the following: clothes, including screen printing; furniture (where wood is milled off-site); pharmaceuticals; hardware; toys; musical instruments; mechanical components; electric or electronic components and appliances; small vehicle assembly; and computer software. Examples of packaging include, but not limited to, facilities for bottling beverages, canning, and wrapping of foods, and boxing electronic components.

Marijuana. The following terms shall have the same meaning as defined in Section 3780.01 of the ORC:

- Adult Use Cannabis
- Cultivate

- Cannabis
- Marijuana
- Medical Marijuana
- Adult Use Cannabis Operator
- Adult Use Cultivator
- Adult Use Dispensary
- Adult Use Processor
- Adult Use Testing Laboratory (also including Laboratory Testing of Medical Marijuana)
- Cultivation Area
- Cultivation Facility
- Dispensary
- Level I Adult Use Cultivator
- Level II Adult Use Cultivator
- Level III Adult Use Cultivator
- Level I Cultivator
- Level II Cultivator
- Processor

Media Studio. Studio spaces for the creation of and broadcasting of radio, television, internet, or other media programs.

Medical Office (High Intensity). A place used for the care, diagnosis, and treatment of more than 40 sick, ailing, infirm and injured persons/patients per day, but who are not provided with board or room or kept overnight on the premises. This use includes medical care, dental care, urgent care, and outpatient care centers.

Medical Office (Low Intensity). A place used for the care, diagnosis, and treatment of up to 40 sick, ailing, infirm, and injured persons/patients per day, but who are not provided with board or room or kept overnight on the premises. This use includes medical care, dental care, urgent care, and outpatient care centers.

Micro-Fulfillment Center. A small-scale facility, including a stand-alone facility or a facility operated in conjunction with a retail space open to the public, used for the purpose of receiving, transferring, storing, and packaging retail and other similar goods for delivery to or pick-up by customers.

Mixed Use. A building, lot, or development that contains a mixture of uses including residential, commercial, and/or industrial uses. Such uses may be mixed within one building (either horizontally or vertically) or within an overall development. Mixed use buildings shall only include uses that are permitted in the zoning district where the building is located.

Mobile Home. A transportable structure, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to required utilities, and contains a living, sleeping, and eating quarters. This definition includes a mobile home as defined in Chapter 4501 of the ORC. This definition does not include recreational vehicles.

Mobile Home Park. Any lot or part thereof which is used or offered as a location for two or more mobile homes used for residential purposes.

Motor Vehicle. A machine designed or intended to travel over land, sea, or air by self-propulsion or while attached to any self-propelled vehicle such as a camper, trailer, or travel trailer.

Motor Vehicle Fueling/Charging Facility. A place where gasoline, other motor vehicle fuel, or alternative power/energy is sold at retail to the public via direct transmission from a pump or charger to the motor vehicles and where no other motor vehicle service is performed. The sale of gasoline or other motor

vehicle fuel or alternative power/energy under this definition shall be the primary use. Other retail sales, including the sale of convenience goods such as groceries, packaged food, newspapers, and household items are permitted within a wholly enclosed building as an accessory use. Outdoor retail displays shall not exceed five percent of the gross floor area of the principal permitted structure. This definition does not include facilities designed for the fueling or charging of semi-trailer trucks.

Motor Vehicle Repair. Any establishment or place of business which is maintained and operated for the primary purpose of making general repair, rebuilding or reconstruction of engines or making general repair to motor vehicle quarter panels, doors, fenders, bumpers, other parts of auto body, frames or other exterior surfaces or providing collision services including but not limited to painting, frame straightening or frame dissecting. This definition does not include any establishment, place of business or property upon which 10 or more unlicensed, partially disassembled, wrecked, or inoperable motor vehicles are kept or stored.

Motor Vehicle Sales/Rental Area. Any establishment, place of business, property or open area used for the display of new or used motor vehicles that are for sale, lease, or rent and in operable condition.

Motor Vehicle Service. Any establishment or place of business which is maintained and operated for the primary purpose of performing routine maintenance of **OPERABLE** motor vehicles such as removal and replacement of lubricants, tires, and batteries for the public and which may include retail sales of [fuels,] lubricants, **AND** air [~~and/or for washing operable motor vehicles~~]. This definition does not include any establishment, place of business or property upon which storage or repair of any unlicensed, partially dismantled, or inoperable motor vehicles takes place.

Motor Vehicle Storage. Any establishment, place of business, property or open area used for the storage of new or used motor vehicles that are in operable condition. This definition does not include the storage of delivery trucks, tractor-trailers and associated semi- trailers, or shipping containers.

Motor Vehicle Tow Yard. Any establishment, place of business, or property used by a tow company or wrecker service for temporary storage of operable motor vehicles or inoperable motor vehicles designated to be transported to a motor vehicle repair garage or junkyard. This definition does not include any establishment, place of business, or property upon which 10 or more unlicensed, partially disassembled, wrecked, or inoperable motor vehicles are kept or stored.

Motor Vehicle Washing Facility. A facility for washing, cleaning, drying, and waxing of passenger vehicles, motorcycles, and trucks of one ton rating or less, which may be self-service or full-service.

Mulching. The application of suitable materials on the soil surface to conserve moisture, reduce weed growth, hold soil in place, and aid in establishing plant cover.

Museum. See Cultural Facility.

[NO FURTHER CHANGES TO THIS SECTION UNTIL LETTER W]

W

Wall. An architectural partition with a height and length greater than its thickness; used to divide or enclose an area or to support another structure.

Wall, Retaining. A structure that holds back soil or rock from a building, structure or area. Retaining walls prevent downslope movement or erosion and provide support for vertical or near-vertical grade changes.

Warehouse. An enclosed structure used for the storage and/or distribution of goods of any type by or on behalf of the owner of the goods when 80 percent or more of the enclosed structure is designed or used for storage space. This definition includes distribution and fulfillment facilities, **BUT DOES NOT INCLUDE WAREHOUSE, CROSS-DOCKS.**

Warehouse, Accessory. A secondary and subordinate use to an industrial or commercial use where raw materials, parts, or finished manufactured goods may be stored before their export or distribution. Such storage shall be within a building.

WAREHOUSE, CROSS-DOCK. AN ENCLOSED STRUCTURE WITH LOADING DOCKS LOCATED ON OPPOSITE SIDES OF THE STRUCTURE USED FOR THE STORAGE AND/OR DISTRIBUTION OF GOODS OF ANY TYPE BY OR ON BEHALF OF THE OWNER OF THE GOODS WHEN 80 PERCENT OR MORE OF THE ENCLOSED STRUCTURE IS DESIGNED OR USED FOR STORAGE SPACE. THIS DEFINITION INCLUDES DISTRIBUTION AND FULFILLMENT FACILITIES WHICH HAVE DOCKS LOCATED ON OPPOSITE SIDES OF THE STRUCTURES.

Waste Area. An area approved by the engineer for the disposal of waste material and restricted from the building of any structure and delineated by the requirements of Section 1159.05.

Waste Material. Any material that is not approved “fill material” but approved for disposal in an approved waste area site by the Public Works Director.

Watercourse. A permanent stream, intermittent stream, river, brook, channel, creek, or ditch for water whether natural or man-made.

Wind Farm. Commercial wind power installations that consist of wind turbines and associated facilities.

Wind Turbine. A device that converts the wind’s kinetic energy into electrical energy.
[NO FURTHER CHANGES TO THIS SECTION]

EXHIBIT "A-1"

1131.10 Non-Residential Districts Use Table and Standards.

Table 1131.10-2: Non-Residential Districts – Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Check Cashing, Short Term Loan			PS	PS		PS					1131.12.F
Club/Lodge, Private	C	C	C	C	C	C	C	C			
Commercial Kitchen			C	C					C		
Day Care Center	C	C	PS	PS	C	PS	PS	C			1131.12.I
Drive-Through Convenience Store		C	PS	PS		PS					1331.12.J
Entertainment Venue			C	C		P					
Event Center			C	C		P					1131.12.K
Commercial Uses											
Financial Establishment	C	PS	PS	PS	C	PS	PS	PS	C		1131.12.L
Fitness/Dance Studio	P	P	P	P	P	P		P			
Flea Market			C	C							1131.12.M
Funeral Home	C	P	P	P				C			
Greenhouse, Wholesale									C	C	
Hospital		C	C	C			PS				1131.12.N
Hotel, Motel		C	P	P		P					
Landscaping Retail Facility		PS	PS	PS		PS		PS			1131.12.P
Landscaping Service Facility			C	C					PS	PS	1131.12.Q
Laundry, Commercial			P	P		P		P			
Marijuana: Adult Use Dispensary and Dispensary (Medical)			PS	PS		PS					1131.12.S.1

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

EXHIBIT "A-1"

1131.10 Non-Residential Districts Use Table and Standards.

Table 1131.10-2: Non-Residential Districts – Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Fitness/Dance Studio	P	P	P	P	P	P		P			
Flea Market			C	C							1131.12.M
Funeral Home	C	P	P	P				C			
Greenhouse, Wholesale									C	C	
Hospital		C	C	C			PS				1131.12.N
Hotel, Motel		C	P	P		P					
Landscaping Retail Facility		PS	PS	PS		PS		PS			1131.12.P
Landscaping Service Facility			C	C					PS	PS	1131.12.Q
Laundry, Commercial			P	P		P		P			
Marijuana: Adult Use Dispensary and Dispensary (Medical)			PS	PS		PS					1131.12.S.1
Media Studio	PS	PS	PS	PS		PS		PS			1131.12.T
Medical Office (High Intensity)		C	C	C		C	P	C	C	C	1131.12.U
Medical Office (Low Intensity)	P	P	P	P	P	P	P	P	C		
Micro-Fulfillment Center	PS	PS	PS	PS		PS		PS			1131.12.V
Mixed Use			C	C				C			
Motor Vehicle Fueling/Charging		C	PS	PS				C			1131.12.X
Motor Vehicle Repair			C	C					C	C	1131.12.Y
Commercial Uses											
Motor Vehicle Sale/Rental Area			C	C							1131.12.Z

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

EXHIBIT "A-1"

1131.10 Non-Residential Districts Use Table and Standards.

Table 1131.10-2: Non-Residential Districts – Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Motor Vehicle Service		C	C	C		C		C	C	C	1131.12.AA
Motor Vehicle Washing Facility		C	PS	PS		PS					1131.12.DD
Nursing and Rehabilitation Facility		C	P	P			P	C			
Office, General	P	P	P	P	P	P	P	P	C		
Outdoor Amusement Ride and Entrainment Display						P					
Personal Service	P	P	P	P	P	P	P	P			
Recreational Facility, Indoor	C	C	P	P		P	C	C	C	C	
Recreational Facility, Outdoor	C	C	C	C		P	C	C			
Restaurant, Full Service	C	P	P	P		P		P	C		
Restaurant, Quick Service	C	PS	PS	PS		PS		PS	C		1131.12.GG
Retail	P	P	P	P	P	P		P	C		
Self-Storage Facility			C	C						C	1131.12.HH
Sexually Oriented Business			C	C							1131.12.II
Showroom	C	P	P	P				P			
Storage Shed, Barn, Carport, or Play Structure Sales Area			C	C							1131.12.KK
Teen Club		C	C	C				C			
Theater, Cinema		C	P	P		P		C			
Commercial Uses											
Tobacco/Vape Store			PS	PS		PS					1131.12.LL

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

EXHIBIT "A-1"

1131.10 Non-Residential Districts Use Table and Standards.

Table 1131.10-2: Non-Residential Districts – Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Industrial Uses											
Building Material Yard										C	1131.12.E
Construction and Large Equipment Rental, Sale, and Service										C	1131.12.G
Contractor Yard										C	1131.12.H
Crematorium										C	
Data Center									C		
Food Processing									C	P	
Junkyard										C	1131.12.O
Laundry, Industrial									C	P	
Manufacturing, Artisan			C	C					P	P	
Manufacturing, Light									PS	PS	1131.12.S
Manufacturing, Heavy										C	1131.12.R
Marijuana: Adult Use Cultivator										P	
Marijuana: Adult Use Processor										P	
Marijuana: Adult Use Testing Laboratory										P	
Marijuana: Cultivation Facility										P	
Marijuana: Level I Adult Use Cultivator										P	
Marijuana: Level II Adult Use Cultivator										P	
Industrial Uses											

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

EXHIBIT "A-1"

1131.10 Non-Residential Districts Use Table and Standards.

Table 1131.10-2: Non-Residential Districts – Use Table

Use	C-1	C-2	C-3	C-3A	C-4	SE	B-1	D-1	M-1	M-2	Section
Marijuana: Level III Adult Use Cultivator										P	
Marijuana: Level I Cultivator										P	
Marijuana: Level II Cultivator										P	
Marijuana: Processor (Medical)										P	
Motor Vehicle Storage										C	1131.12.BB
Motor Vehicle Tow Yard										C	1131.12.CC
Renewable Energy Facility										C	1131.12.EE
Research, Development, Laboratory Facility			C	C			PS		C	C	1131.12.FF
Stone and Monument Works			C	C					PS	PS	1131.12.JJ
Trucking or Logistics Terminal										C	1131.12.MM
Warehouse			C	C					PS	PS	1131.12.NN
Warehouse, Cross-Dock										P	
Accessory Uses											
Accessory Structure	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13.A
Accessory Use	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13.B
Automated Teller Machine (ATM)	PS	PS	PS	PS	PS	PS	PS	PS	PS		1131.13.C
Charitable Drop-Off Receptacle	PS	PS	PS	PS	PS	PS	PS	PS			1131.13.D
Drive-Through Facility, Accessory		C	PS	PS	C	PS		C	C		1131.13.E
Dumpster, Garbage and Recycling	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	1131.13.F

P = Permitted Use PS = Permitted Use with Standards C = Conditional Use

EXHIBIT "A-1"

1151.03 Parking Requirements

Table 1151.03-3: Stacking Space Requirements

Activity	Minimum Number of Stacking Spaces	Measured From
Drive-Through Convenience Store	5 for a single lane	Entrance to the building
Food and Beverage Use with Drive-Through Window	12 for a single lane or 6 per lane for 2 or more lanes	The order point
Food and Beverage Use with Pick Up Window Only	5 for a single lane	Pick-up window
Financial Institution	4 per lane for an ATM, 2 per lane for a teller or window	Teller or ATM
Motor Vehicle Fueling/Charging Facility	1 per fuel pump	Pump island
Pharmacy	5 for a single lane or 3 per lane for 2 or more lanes	Pick-up window
Motor Vehicle Washing, Automatic	4 for a single lane or 2 per lane for 2 or more lanes	Entrance to washing bay
Other	As determined by the Development Services Director or their designee	

EXHIBIT "A-1"

1170.03 Common Review Requirements
Table 1170.02-2: Planning and Zoning Fee Schedule

Application	Fee (\$)
Board of Zoning Appeals	
Board of Zoning Appeals - Residential	100
Board of Zoning Appeals - Nonresidential	200
Planning Commission	
Rezoning Zoning Text or Map Amendment	500
PUD - Concept Development Plan	500
PUD - Final Development Plan	500
PUD - Minor Modification (residential)	50
PUD - Minor Modification (nonresidential)	200
Conditional Use	250
Preliminary Plat	500
Final Plat	300
Replat	100
Overlay District Review	200
Residential Infill Review	50
All other Planning Commission Requests	100
Administrative	
Minor Subdivision - Lot Split	50
Minor Subdivision - Lot Combination	50
Site Plan Review - Expansion	100
Site Plan Review - New Development	200
Cell Tower	250
Cell Tower - Biennial Registration Renewal	100
Curb Cut Permit - Residential	25
Curb Cut Permit - Nonresidential	50

EXHIBIT "A-1"**1170.03 Common Review Requirements****Table 1170.02-2: Planning and Zoning Fee Schedule**

Application	Fee (\$)
Administrative	
Minor Subdivision - Lot Split	50
Minor Subdivision - Lot Combination	50
Site Plan Review - Expansion	100
Site Plan Review - New Development	200
Cell Tower	250
Cell Tower - Biennial Registration Renewal	100
Curb Cut Permit - Residential	25
Curb Cut Permit - Nonresidential	50
Floodplain Development Permit	200
Zoning Verification Letter	50



**City Council Communication
Regular Meeting - September 22, 2025**

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

Subject:

Golf Cart Lease Agreement with Mid Ohio Golf Car, Inc.

Legislation Title:

Ordinance to authorize the City Manager to enter into a lease agreement with Mid Ohio Golf Car, Inc for the lease of golf carts at the Fairfield Greens Golf Courses 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 City Manager to enter into an agreement with Mid Ohio Golf Car, Inc., for the lease of golf carts at the Fairfield Greens Golf Courses in accordance with the proposals on file in the office of the City Manager.

Discussion:

The City of Fairfield maintains a fleet of 75 golf carts at South Trace and a fleet of 24 golf carts at North Trace. The City of Fairfield's current lease agreement for golf carts is set to expire on December 31, 2025.

A new lease contract is now needed for golf carts. This project was prepared for formal competitive bidding, with two (2) bids received on August 27, 2025. Staff recommends the lease agreement be awarded to Mid Ohio Golf Car, Inc., the lowest and best bidder. Bids are summarized on the attached sheet. The staff chose to add the options of USB charging stations and golf club rain covers to the carts.

The proposed golf cart agreement with Mid Ohio Golf Car, Inc. would be a flat lease of **\$114,876.00** per year; paid in six (6) payments per year, with the initial payment beginning in May 2026 (**\$19,146.00 month**).

Mid Ohio Golf Car, Inc. will provide (99) 2026 EFI gasoline golf carts and (3) 2026 Umax utility carts for the Fairfield Greens Golf Courses. Mid Ohio Golf Car, Inc. will be responsible for all golf cart maintenance as part of this agreement.

Financial Impact:

The proposed agreement is a flat lease of **\$114,876.00** annually. The cart agreement will last three years, but the City may extend the golf cart agreement to include options for renewal in 2029, 2030, and 2031. There is no financial impact at this time. This is included in the annual operating budget. Therefore, no appropriation is being requested.

Emergency Provision:

Yes

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Bid Doc for Golf Cart Lease
2. MID OHIO GOLF CAR INC.-ORD

Solicitation Information

City of Fairfield

Solicitation Number

2025-BX004 2026-2027-2028 Golf Cart Lease

Deadline

08/27/2025 03:00 PM EDT

Advertised

08/08/2025 12:02 AM EDT

Description

Operating leases for 99 gas-powered golf carts and 3 gas-powered utility carts, for a three year period from January 1, 2026, to December 31, 2028, with optional extensions of one, two, or three years.

THIS IS RE-BID OF A PREVIOUS SOLICITATION

Location(s)

2200 John Gray Rd, Fairfield, Ohio, 45014
2605 Augusta Blvd, Fairfield, Ohio, 45014

Bidders

Business Name	Address	Phone
Mid Ohio Golf Car	2333 Hebron Rd Heath, OH 43056-1032	(740) 404-9816
Lake Erie Golf Cars	26565 Miles Rd Warrensville Heights, OH 44128-5995	(216) 763-2090
2 Bidders		

Item	Quantity	Mid Ohio Golf Car		Quantity	Lake Erie Golf Cars	
		Price	Extension		Price	Extension
Bid Form - Year 1 (2026)						

1 99 Gasoline Golf Carts without optional specs	1.0000	\$100,980.00	\$100,980.00	1.0000	\$99,972.00	\$99,972.00
2 3 Gasoline Utility Carts	1.0000	\$7,362.00	\$7,362.00	1.0000	\$10,099.00	\$10,099.00
3 Cost to add GPS to 99 Golf Carts	1.0000	\$46,332.00	\$46,332.00	1.0000	\$29,466.00	\$29,466.00
4 Cost to add USB Charging Station to 99 Golf Carts	1.0000	\$2,079.00	\$2,079.00	1.0000	\$0.00	\$0.00
5 Cost to add Golf Club Rain Covers to 99 Golf Carts	1.0000	\$4,455.00	\$4,455.00	1.0000	\$5,944.00	\$5,944.00

Bid Form - Year 2 (2027)

1 99 Gasoline Golf Carts without optional specs	1.0000	\$100,980.00	\$100,980.00	1.0000	\$99,972.00	\$99,972.00
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	Items total (excluding selected alternate items):		\$325,026.00			\$330,213.00
	Alternate items total:		\$158,598.00			\$106,230.00
15 Items	All items total:		\$483,624.00			\$436,443.00

Item	Quantity	Mid Ohio Golf Car		Quantity	Lake Erie Golf Cars	
		Price	Extension		Price	Extension
2 3 Gasoline Utility Carts	1.0000	\$7,362.00	\$7,362.00	1.0000	\$10,099.00	\$10,099.00
3 Cost to add GPS to 99 Golf Carts	1.0000	\$46,332.00	\$46,332.00	1.0000	\$29,466.00	\$29,466.00
4 Cost to add USB Charging Station to 99 Golf Carts	1.0000	\$2,079.00	\$2,079.00	1.0000	\$0.00	\$0.00
5 Cost to add Golf Club Rain Covers to 99 Golf Carts	1.0000	\$4,455.00	\$4,455.00	1.0000	\$5,944.00	\$5,944.00

Bid Form - Year 3 (2028)

1 99 Gasoline Golf Carts without optional specs	1.0000	\$100,980.00	\$100,980.00	1.0000	\$99,972.00	\$99,972.00
2 3 Gasoline Utility Carts	1.0000	\$7,362.00	\$7,362.00	1.0000	\$10,099.00	\$10,099.00
3 Cost to add GPS to 99 Golf Carts	1.0000	\$46,332.00	\$46,332.00	1.0000	\$29,466.00	\$29,466.00

	Items total (excluding selected alternate items):		\$325,026.00			\$330,213.00
	Alternate items total:		\$158,598.00			\$106,230.00
15 Items	All items total:		\$483,624.00			\$436,443.00

Item	Quantity	Mid Ohio Golf Car		Quantity	Lake Erie Golf Cars	
		Price	Extension		Price	Extension
4 Cost to add USB Charging Station to 99 Golf Carts	1.0000	\$2,079.00	\$2,079.00	1.0000	\$0.00	\$0.00
5 Cost to add Golf Club Rain Covers to 99 Golf Carts	1.0000	\$4,455.00	\$4,455.00	1.0000	\$5,944.00	\$5,944.00
	Items total (excluding selected alternate items):		\$325,026.00			\$330,213.00
	Alternate items total:		\$158,598.00			\$106,230.00
15 Items	All items total:		\$483,624.00			\$436,443.00

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH MID OHIO GOLF CAR, INC. FOR THE LEASE OF GOLF CARTS AT THE FAIRFIELD GREENS GOLF COURSES 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 lease agreement with Mid Ohio Golf Car, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses in accordance with the bid on file in the office of the City Manager.
- Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that it is necessary to continue operations at current service levels; 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 - September 22, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Agreement with the City of Hamilton, Ohio for cooperatively funding the repaving of Symmes Road from Route 4 to US 127 (Pleasant Avenue)

Legislation Title:

Ordinance to authorize the City Manager to enter into an intergovernmental agreement (IGA) with the City of Hamilton, Ohio for cooperatively funding the repaving of Symmes Road from Route 4 to US 127 Pleasant Avenue.

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

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation allowing the City Manager to enter into an agreement with the City of Hamilton for this project.

Discussion:

It is necessary for City Council to authorize legislation enabling the City Manager to enter into an Intergovernmental Agreement (IGA) with the City of Hamilton for work to be done under Fairfield's annual paving contract within the City of Fairfield and City of Hamilton corporation limits.

The work includes the milling of the existing pavement, paving, and pavement markings of the roadway within the City of Hamilton from Anthony Wayne to Pleasant Avenue comprising 0.78 lane miles. This road was last paved in 2008. The City of Hamilton will reimburse the City of Fairfield for approximately 81.3% of the work done to pave Symmes Road within these limits. 18.7% of the cost will be paid by an Ohio Public Works Commission Grant which Hamilton was listed as a partner at the time of submission.

The Cities of Hamilton and Fairfield agreed to have this road repaved through Fairfield's paving program.

Financial Impact:

No financial impact at this time

Emergency Provision:

No

Rule Suspension Requested:

Yes, in order to pass legislation and allow for Hamilton to pass similar legislation, allowing time for all parties to sign the IGA.

ATTACHMENTS:

1. 2026 Joint Project Funding Agreement (Fairfield-Hamilton) 091624
2. 2026 Overlay
3. CITY OF HAMILTON-ORD

**JOINT PROJECT FUNDING AGREEMENT
BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF HAMILTON
FOR THE 2026 FAIRFIELD RESURFACING PROGRAM**

This Joint Project Funding Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”) by and between the City of Fairfield, Ohio (“Fairfield”) and the City of Hamilton, Ohio (“Hamilton”) municipal corporations, acting by and through their respective City Managers as their duly authorized agents (Fairfield and Hamilton are collectively referred to herein as the “Parties”).

WHEREAS, Fairfield and Hamilton desire to resurface and make certain improvements to the portion of Symmes Road between Pleasant Avenue and Route 4 to mill and resurface the road including pavement markings (the “Project”);

WHEREAS, the Project shall at all times be performed in the dedicated easement or right-of-way located within the corporate boundaries of either Fairfield or Hamilton; and

WHEREAS, Fairfield and Hamilton have determined that the Project is in the best interests of both jurisdictions and their respective residents, and recognize that a joint effort to perform the Project will benefit the public convenience and welfare at a cost savings to each, compared to undertaking the improvements separately;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. **The Project.**

A. The portion of Symmes Road beginning just east of the intersection with Pleasant Avenue and ending just west of the intersection with Route 4 shall be resurfaced. The work to be done will include milling, an overlay with asphalt surface course, all pavement markings in thermoplastic materials, any miscellaneous curb and sidewalk addition/replacement, curb ramps, adjustments to manhole frames and covers and water valves, and full-depth pavement base repairs.

2. **Obligations of Fairfield.** Fairfield shall be obligated for the following with respect to the Project:

(i) Act as the lead agency for the administration of this Agreement and the Project.

(ii) Add the Project as a component to Fairfield’s 2026 Resurfacing Program.

(iii) Administer the bidding process and, after receiving the bids submitted for the Project, complete the computation and analysis of the bids and determine the lowest and best bid and award the contract.

(iv) Any and all other items as may be necessary to complete the Project.

3. **Obligations of Hamilton.** Hamilton shall be obligated for the following with respect to the project:

(i) Hamilton shall reimburse Fairfield for one hundred percent (100%) of the total resurfacing costs associated with the work performed pursuant to paragraph 1(A) within Hamilton's corporate boundary minus the percentage of OPWC funds received by the City of Fairfield (estimated at 18.7%). Such costs shall be determined upon the completion of the Project by determining the amount of materials supplied for resurfacing portions of roadway in the project area as submitted by the Contractor.

If Hamilton does not approve an invoice for Project costs submitted by Fairfield pursuant to this Agreement, Hamilton shall provide the good-faith reason for such disapproval to Fairfield in writing within thirty (30) days of receipt of the invoice.

5. **Agreement Term.** This Agreement shall commence on the Effective Date and shall terminate upon the full completion of the Project.

6. **Severability.** If any provision of this Agreement, or the application of that provision to any persons or circumstances, shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be read together and be construed as one instrument. A facsimile or PDF copy of a signature shall be as binding as an original signature.

8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes any prior representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, between the Parties.

9. **Amendment.** This Agreement may not be modified, altered or amended in any manner except by a written agreement executed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Fairfield and Hamilton have entered into this Agreement by their duly authorized agents as of the Effective Date.

CITY OF FAIRFIELD

CITY OF HAMILTON

City Manager

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Law Director

City Law Director

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Public Works Director

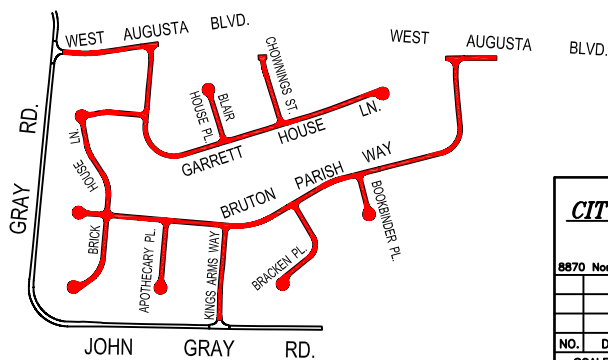
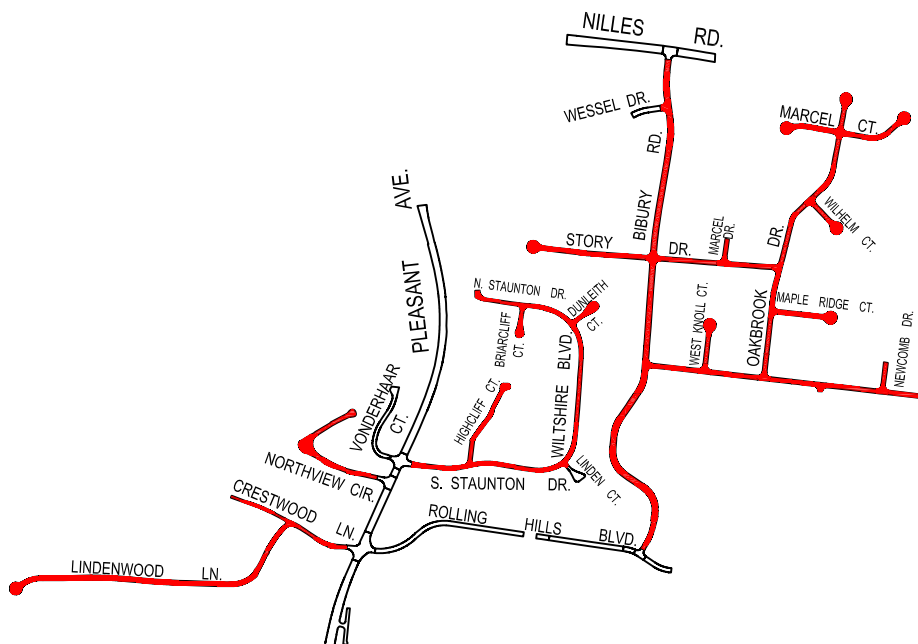
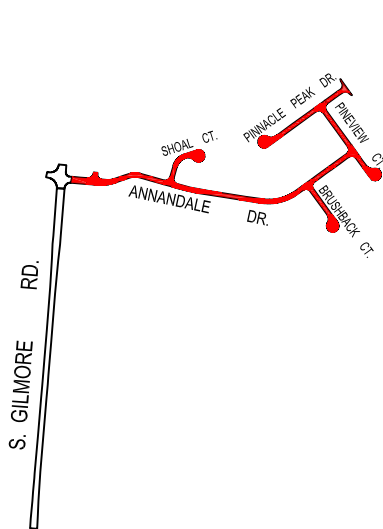
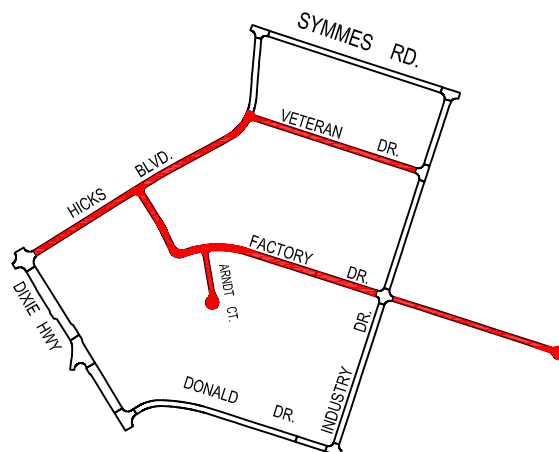
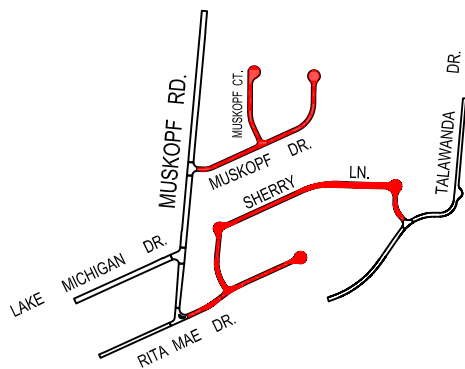
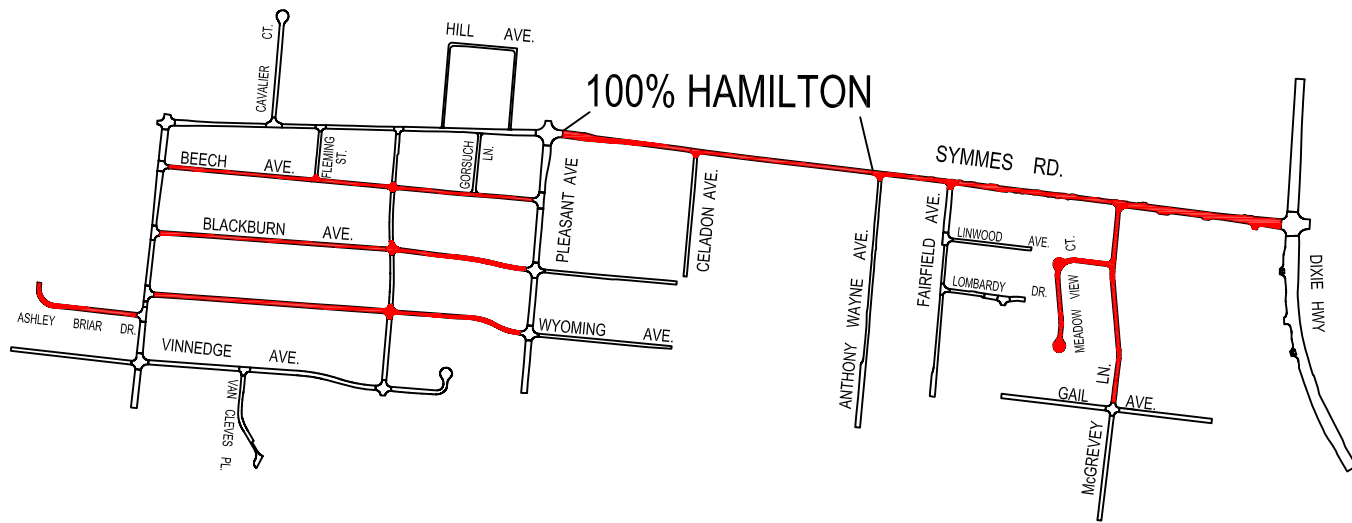
Director of Engineering

CERTIFICATE:

The undersigned, Finance Directors of the City of Fairfield, Ohio and the City of Hamilton, Ohio, hereby certify that funds to cover payment for the services, supplies, work or property embodied in this Agreement are presently available or in the process of collection and that Council has appropriate money for this purpose, and it remains unencumbered.

Finance Director

Finance Director



CITY OF FAIRFIELD			
8870 North Gilmore Road Fairfield, Ohio (513) 867-4200			
NO.	DATE	REVISIONS	BY
SCALE	DESIGN-LAYOUT	DRAWN	CHECKED
N.T.S.	NWC	NWC	BAM

TITLE SHEET		JOB NO.
2026 Paving Locations		DATE 9/3/25
FAIRFIELD, OHIO		SHEET NO. Page 339 of 391

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF HAMILTON, OHIO FOR COOPERATIVELY FUNDING THE REPAVING OF SYMMES ROAD FROM ROUTE 4 TO US 127 PLEASANT AVENUE.

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

- Section 1.

The City Manager is hereby authorized to enter into an Intergovernmental Agreement (IGA) with the City of Hamilton, Ohio for cooperatively funding the repaving of Symmes Road from Route 4 to US 127 Pleasant Avenue in accordance with the agreement on file in the office of the City Manager.
- Section 2.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - September 22, 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: \$90,000 total (\$90,000 - Administration by BCTID for Symmes Road Railroad Crossing Elimination Project (Public Works))

- 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:

\$90,000 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 9-22-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 Street Improvement Fund	\$90,000
To:	40116023-233900 Other Professional Services	\$90,000
	(Symmes Road - Administration by BCTID 5PW50	
	[\$75,000])	
	(Symmes Road - Administration by BCTID 5PW25	
	[\$15,000])	

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



**City Council Communication
Regular Meeting - September 22, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Symmes Road – Funding for Administration by the Butler County Transportation Improvement District – Railroad Crossing Elimination (RCE) Program

Legislation Title:

\$90,000 - Funding for Administration by the Butler County Transportation Improvement District – Symmes Road Railroad Crossing Elimination Project

Recommendation:

It is recommended that City Council authorize the funding as detailed in the financial impact section

Discussion:

City Council previously authorized the City Manager to execute an intergovernmental agreement (IGA) with the Butler County Transportation Improvement District (BCTID) for administration and management of the Symmes Road Railroad Crossing Elimination Project and an initial payment per the terms of the agreement. This request will authorize funding as outlined in the IGA.

The project design will include a separated grade crossing at Symmes Road and the study of the North Gilmore Road crossing for a roadway closure in order to eliminate all at-grade crossings in a 4.5 mile length of rail.

Symmes Road carries an average daily traffic count of over 14,000 vehicles at this rail crossing and in the vicinity of 35-40 trains per day historically. This is a CSX rail line and CSX has shown an interest in being supportive of the project and was helpful in obtaining the initial RCE grant.

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

We are currently in the public involvement period for this project and will select a preferred alternative this fall. We have advanced through the fieldwork for environmental clearances, the project management plan, and the alternatives analysis.

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

This project is in the Capital Improvement Program for 2025-2029 as 5PW50.

Financial Impact:

\$90,000 in total funding from the Street Fund.

\$75,000 from 5PW50 Symmes Rail Crossing Elimination and \$15,000 from 5PW25 Ross and Woodridge project with funds remaining.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. FINAL - IGA - BCTID_Fairfield - Symmes Road RCE Project

INTERGOVERNMENTAL AGREEMENT

by and between

CITY OF FAIRFIELD, OHIO,

and

**THE BUTLER COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

[Symmes RR Crossing Elimination Project]

Dated as of February 1, 2024

INTERGOVERNMENTAL AGREEMENT

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

Recitals:

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

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

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

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

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

the rerouting of traffic and large trucks.

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

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

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

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

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

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

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

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

Article I Definitions; Construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*State*” means the State of Ohio.

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

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

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

Commissioners pursuant to ORC § 5540.02.

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

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

Section 1.02. Exhibits.

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

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

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

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

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

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

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

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

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

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

Article II Scope of Agreement

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

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

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

under the RCE Program; and

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

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

Section 2.03. Application of the CITY Pledged Amount.

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

Section 2.04. Relationship of the Parties.

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

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

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

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

Article III Representations and Further Agreements

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

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

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

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

Section 3.03. Challenge to Agreement.

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

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

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

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

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

Article IV Term

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

Article V Miscellaneous

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

Section 5.02. Notices.

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

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

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

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

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

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

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

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

TID:

City:

**THE BUTLER COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

CITY OF FAIRFIELD, OHIO

By: _____
Director

By: _____
City Manager

Date: _____, 2024

Date: _____, 2024

Approved as to Form

By: _____
Director of Law

Date: _____, 2024

Approved as to Content

By: _____
Director of Public Works

Date: _____, 2024

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of the City of Fairfield, Ohio (the "CITY"), hereby certifies that the moneys required (if any) to meet the obligations of CITY for the year 2024 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of CITY or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Dated: _____, 2024

Chris Hacker, Director,
The City of Fairfield, Ohio

EXHIBIT A

Symmes RR Crossing Project *Phase I Work And Cost Summary*

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



**City Council Communication
Regular Meeting - September 22, 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: \$118,726 total (see below for description)

- 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:

\$118,726 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NONCONTRACTUAL 9-22-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 Active Transportation Fund	\$49,000
To:	41516023-233900 Other Professional Services <i>(Right of Way Services-Pleasant Ave Multiuse Trail-Negotiation 5PW28 [\$41,250])</i> <i>(Right of Way Services-Pleasant Ave Multiuse Trail-Negotiation 5PW24 [\$7,750])</i>	\$49,000
From:	Unappropriated Sustainability Fund	\$15,000
To:	41616023-233900 Other Professional Services <i>(Technical Support Services - Fairfield Sustains 5CM06)</i>	\$15,000
From:	Unappropriated Water Surplus Fund	\$54,726
To:	60516023-233900 Other Professional Services <i>(High Service Pump #9 Refurbish 5WT04)</i>	\$36,600
To:	60516025-252000 Improvements Other Than Bldg. <i>(High Service Pump #9 Motor Replace 5WT04 [\$13,400])</i> <i>(High Service Pump #9 Motor Replace 5WT18 [\$4,726])</i>	\$18,126

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 9-22-ORD



**City Council Communication
Regular Meeting - September 22, 2025**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Right of Way Services for the Pleasant Avenue Multiuse Trail – Negotiation Services

Legislation Title:

\$49,000 - Right of Way Services for the Pleasant Avenue Multiuse Trail – Negotiation Services
(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 funding for the Public Works Department to contract with the Environmental Design Group to perform right of way services associated with the design for the improvements to add an active transportation network component for the Pleasant Avenue multi-use trail. These tasks include negotiation services required by the federal process.

Right of way plan development is nearly complete and there is an estimated 7 parcels requiring temporary and/or permanent right of way takes.

This trail will be approximately 6,800 feet of new trail on the west side of Pleasant Avenue between Hunter Road and Wessel Drive. This trail would create a path to be accessed directly by a considerable portion of the City's residential population without driving, connect a trail to the Town Center and allow for future expansion to other sections of the City.

The City received a grant from the Ohio Kentucky Indiana Regional Council of Governments for this project.

With the approved funding, this project would bid in late 2026.

The project is programmed in the current 2025-2029 CIP as 5PW28. OKI will be funding approximately \$1,738,290 of the construction cost. The engineering and right of way acquisition for this project will be 100% local funding.

This multiuse trail is supported by the City's development of Fairfield Connects, the City's active transportation plan.

Financial Impact:

\$49,000 in total funding for tasks for right of way services for the Environmental Design Group.

\$41,250 from the 415 Active Transportation Fund from 5PW28 Pleasant Avenue (Multi-use Path) – Right of Way and

\$7,750 from the 415 Active Transportation Fund from 5PW24 River Road West (Multi-use Path)
- Engineering

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 25-00454-01P Proposal - FINAL



1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

August 29, 2025

Nicholas Dill, P.E.
City Engineer
City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

**RE: BUT-US127-0.61 PID 120879 (Pleasant Ave)
Environmental Design Group No. 25-00454-01P**

Dear Mr. Dill,

Environmental Design Group is pleased to submit our proposal for professional services ("Services") in response to your email on August 22, 2025, for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330-375-1390. We look forward to working with you and appreciate your business.

Sincerely,

R. Douglas Briggs, P.E., P.S. | dbriggs@envdesigngroup.com | 513-519-1756
Director

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

_____ Signature	_____ Print	_____ Date
--------------------	----------------	---------------

Special Instructions: _____

We will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact _____

AP Email _____

AP Phone _____

Email an additional copy of the Invoice to:

1. _____

2. _____

We accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390 or securely through our payment portal on our website (envdesigngroup.com). Please have the following information readily available when processing payment: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.



PROJECT UNDERSTANDING

The project is located in the City of Fairfield, Ohio. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Right of Way Acquisition Services for BUT-US127-0.61 PID 120879 (Pleasant Avenue)

Environmental Design Group will provide right-of-way acquisition services for up to 11 parcels for the Pleasant Avenue Shared Use Path project. These services will include title research, negotiation, and closing. Appraisals are to be provided by others under a separate contract. We have not included staking of the take areas in this proposal. If staking is required, we can provide it for an additional fee.

The project involves the installation of a multi-use path along Pleasant Avenue from Hunter Road to Wessel Drive. Pleasant Avenue will be restriped to adjust the travel lanes, and the project will include the installation of storm sewers, grading, retaining walls, signalized crosswalks, and pavement markings.

Based on the Right of Way Plans dated August 13, 2025, this project will require right of way acquisition from eight (8) owners. The takes appear to be relatively simplistic and include temporary easements and warranty deeds. Appraisals are to be handled directly by the City of Fairfield.

Our cost proposal is based on the assumption that, prior to authorization, Environmental Design Group will receive from the City of Fairfield the following information:

- Environmental Document approval
- Complete Construction (Stage 3) Plans

Environmental Design Group services to be performed include:

- Project Management
- Title Report Research and Preparation
- Negotiation for Easements and Warranty Deeds
- Closings

The Ohio Department of Transportation's standard scope of services and ODOT policies and procedures for Real Estate Services will be used. Billing packets will be provided in the format requested by the City of Fairfield, and final deliverables will be provided for review upon project completion.

City of Fairfield has requested that right of way acquisition be completed by June 29, 2026. If there are delays, changes in scope, or other unforeseen factors, we request the opportunity to review and renegotiate this fee proposal and completion date.

Environmental Design Group's services for this project do not include the following:

- Design Survey
- Appraisal Review
- Relocation Review
- Legal services for Appropriation cases



PROJECT QUOTATION

Environmental Design Group's fee for these professional services will be a **lump sum of Forty-Nine Thousand Dollars and Zero Cents (\$49,000.00)**. This offer remains valid for 30 days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant and agency fees, etc.) are not included in the price shown for professional services. Expenses incurred will be billed at direct cost plus 15%, in addition to the professional services amount. Mileage will be billed at the standard IRS rate. From the date of acceptance of this agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the agreement may be subject to renegotiation.

PROJECT SCHEDULE

Environmental Design Group will complete the scope of services with reasonable diligence to meet your anticipated completion schedule of June 29, 2026.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe the responsibilities of both Environmental Design Group and the Client in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the Client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed-upon scope of services. It supersedes any other previous requests, discussions, or versions, including requests for proposals or other owner-initiated scope documents.
5. This proposal is based upon the current regulations of the applicable local, county, and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein, and Environmental Design Group reserves the right to renegotiate such fees accordingly.
6. Fees for Permits, Plan Reviews, or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
7. Environmental Design Group offers professional services and will work to accomplish the Client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory process.
8. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group, and extended review periods may impact and/or delay project completion.
9. If Environmental Design Group identifies an event or condition which under applicable law requires a report or notification to a government agency, the Client will report or notify the appropriate agency. Any additional costs associated with reporting or documentation to a government agency will be the responsibility of the Client.
10. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.



EXHIBIT A

Scope of Services, Fee, Assumptions
BUT-US127-0.61 PID 120879 | 25-00454-01P
August 29, 2025
Page 3

11. Rates are based on the level of complexity as determined from right-of-way plans. Property valuations and unanticipated ownership issues may complicate the work process.
12. It is assumed that rights of entry and appropriations are acceptable methods for clearing the parcels in circumstances where normal acquisition procedures are not successful.
13. It is assumed that the Client will provide their own legal counsel for appropriations cases. If outside counsel is needed, Environmental Design Group can provide recommendations at the request of the Client.
14. Environmental Design Group is offering expert witness services for appropriations cases based on opinions and interpretation of information based on professional expertise and sound professional judgment. Environmental Design Group does not warrant or guarantee the outcome of the claim. Client agrees that Environmental Design Group cannot be held liable for the outcome, but the fees established herein shall be paid regardless of the outcome.



STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between City of Fairfield (Client) and Environmental Design Group, an Ohio limited liability company ("CONSULTANT"), is effective as of August 29, 2025. The parties agree as follows:

1. Consultant shall perform the services set forth in EXHIBIT A ("Contracted Services"), attached and incorporated herein by reference.
2. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire agreement between the Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience; however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings related to this Agreement must be brought in a court of competent jurisdiction, venued in Summit County, Ohio.
5. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
6. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this Agreement will be valid and binding on Client and Consultant.
7. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
8. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
9. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications, or other documents and/or field work required by one (1) or more governmental agencies, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings; other than that all such figures are estimates only and Consultant shall not be responsible



for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions, unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, sub-surface soil tests, or general soil testing.

11. What may be referred to as a *cost estimate* or *engineer's estimate*, as made by Consultant herein or in other correspondence regarding the Project, shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment, materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
12. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or other types that are furnished by Consultant to Client are only for the convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
13. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
14. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
15. This agreement may be terminated by either party with 30 days written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
16. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
17. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless



from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
19. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge, which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing 30 days after the date of the original billing. After 90 days, Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within 90 days of the date rendered may be referred for collection.

Should any action be necessary to recover monies owed after 90 calendar days from the date of the original invoice, an additional charge of 1.5% per month of the outstanding balance will be applied. If Environmental Design Group refers the debt to a collections firm or legal counsel, Client shall also be responsible for paying all of Environmental Design Group's collection costs and fees, including interest, court costs, expenses, and reasonable attorney's fees (even if contingency-based).

20. Limits of Liability shall be as specified below:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project and paid to Consultant, 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.

21. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
22. Under no circumstances will any legal action in any way connected with this Agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated prior to substantial completion, in which case the date of termination of this Agreement will be the date on which such period will commence.
23. The work is being conducted and the report is prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
24. Assignment of reliance to third parties can be made; however, this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms, and conditions under which this report was originally prepared apply to any and all third-party recipients.



25. Insurance: Environmental Design Group warrants that it has workers' compensation coverage, professional liability, and such coverage under public liability and property damage insurance policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.
26. Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.
27. Standard of Care: Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require Environmental Design Group to perform professional services to a standard that exceeds the Standard of Care. Environmental Design Group makes no express or implied warranty of any sort, including, but not limited to, warranty of merchantability or warranty of fitness for a particular purpose.
28. Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys, or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations, but shall not be responsible for any interpretations by others of the information developed.

29. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Environmental Design Group nor the Client, their respective officers, directors, partners, employees, contractors, or subconsultants 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, and 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 Environmental Design Group and the Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.
30. SPECIAL TERMS AND CONDITIONS
The following articles are hereby modified and shall take precedence over the corresponding articles within the agreement:

Modification #	Modification Description



**City Council Communication
Regular Meeting - September 22, 2025**

Submitted by: Gillian Hart, Sustainability Manager
Department: City Manager's Office - COO

Subject:

Appropriation for technical support services as related to Fairfield Sustains

Legislation Title:

\$15,000 - Fairfield Sustains: Energy Usage and Greenhouse Gas Baseline Emissions Update
(City Manager's Office - Sustainability)

Recommendation:

It is recommended that City Council approve an appropriation of \$15,000.00 for technical support services by Blue Strike Environmental to update the City's Fairfield Sustains Plan. Specifically, Blue Strike will update municipal and community baseline Energy Use Data and associated Greenhouse Gas (GHG) emission inventories using 2024 information.

Discussion:

The baseline energy use totals and associated GHG emissions data included in the Fairfield Sustains plan were based on calendar year 2021. Recent quality checks of this baseline data set suggest the energy use information may have been incomplete. Accordingly, City staff proposes to update energy use and GHG inventory data utilizing 2024 as the updated baseline year. Staff believes this update will provide two important benefits that will yield more reliable inventory results: (1) 2024 will use data that is post covid and thus not impacted by potential pandemic fluctuations in energy consumption; and (2) the new data provided by the City's energy aggregators is deemed to be more robust data compared to 2021. As the plan was approved in 2024, this updated baseline will also provide a more accurate starting point to measure improvements over time resulting from new City initiatives resulting from the plan's adoption.

A proposal for pricing is attached for council review.

Financial Impact:

An appropriation in the amount of \$15,000 is being requested for technical support services as related to Fairfield Sustains.

Funding for this project was included in the 2025-2029 Capital Improvement Program as 5CM06 – Sustainability Initiatives. The funding source is the Sustainability Fund (416).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Rev.090425_Fairfield 2024 Emissions Baseline Update Proposal

Revised Sep 4, 2025

City of Fairfield: Proposal for Services Fairfield Sustains Baseline Emissions Update

Blue Strike Environmental (Blue Strike) understands and applauds the proactive efforts being taken by the City of Fairfield in support of implementing your 2024 Fairfield Sustains Plan. This innovative initiative is designed to serve as a comprehensive roadmap for addressing environmental, economic, and liveability considerations in the City, and is already catalyzing an improved quality of life improvements for all residents.

Blue Strike is honored to have been the selected contractor partnering with Fairfield on the development of the Fairfield Sustains Plan in 2023-2024. At the time of Plan development, Blue Strike utilized the best available data to complete a greenhouse gas (GHG) inventory and forecasts utilizing ICLEI ClearPath 1.0 and data provided by the City and local utility companies. These data and methodology are summarized within the 2024 Fairfield Sustains Plan and further detailed in Appendix F Technical Annex (GHG Inventory & Forecast Report). Under this Plan, 2021 was selected as the Baseline Year.

Since the completion of the 2024 Fairfield Sustains Plan, the City now has access to refined data through their energy aggregator, Energy Alliances. Based on this new data, it now appears that the 2021 baseline for energy consumption included within the presented Plan may be incomplete. Based on discussions with your Assistant City Manager and Sustainability Manager, we understand that the City wishes to update the Baseline Emissions Inventory and Forecast using 2024 as a new Baseline Year. Based on initial high-level review, the City feels that utilizing 2024 as the updated Baseline Year provides two important benefits that will yield more reliable inventory results: (1) 2024 will use data that is post covid and thus not impacted by potential pandemic fluctuations in energy consumption; and (2) the new data provided by the City's energy aggregators is deemed to be more robust data compared to 2021. As the Plan was approved in 2024, this updated baseline will also provide a more accurate starting point to measure improvements over time resulting from new City initiatives resulting from the Plan's adoption.

We are committed to continuing to build a lasting relationship with the City of Fairfield. To that end, this proposal for additional requested services is presented to Fairfield to assist the City in efforts and documentation necessary for completing an updated GHG Inventory & Forecast, utilizing 2024 as the new Baseline Year. The following primary components are envisioned under this effort:

Task 1 - Data Collection & Team Coordination

Support Fairfield in coordinating with appropriate parties to obtain new data for 2024. This task will include coordination with City staff, the City's energy aggregators (Energy Alliances) to obtain the most current 2024 data and calculation methodology, and ICLEI to support the City in re-instating their ICLEI ClearPath 1.0 access and/or adjusting to the new ClearPath 2.0 version to input update and input new data sets in support of the revised inventory. This task will also include a review of municipal and community data to confirm whether or not both municipal and community inventories need to be updated under this revision.

Duration: October - November 2025

Deliverable(s): Obtain 2024 Data & Database Selection

Task 2 - Data Entry, Updated Inventory and Forecast

Based on the results of Task 1, Blue Strike will update the City's Inventory and Forecast using 2024 data. It is currently recommended that Fairfield utilize ICLEI's ClearPath1.0 to provide the most streamlined pathway for data updating. In the event that this version of the tool is deemed unavailable by ICLEI, Blue Strike will work with the City to select an appropriate alternative such as ICLEI ClearPath 2.0 or Blue Strike's Climate & Energy Scenario Analysis (CESA) tool and make any appropriate budget adjustment based on this additional data entry that may be required under an alternative pathway. Once all data is input, Blue Strike will present updated inventory and forecast charts and graphics for review by the City.

Duration: November 2025 - January 2026

Deliverable(s): Updated 2024 Inventory and Forecast

Task 3 - Fairfield Sustains Plan Revision

Utilizing the revised 2024 Inventory and Forecast, Blue Strike will revise the 2024 Fairfield Sustains Plan graphics and content in appropriate places including but not limited to: Section 2 and Appendix F and/or produce a summarized Plan Update Appendix, reflecting these changes. It is noted that specific percentage targets within the Section 4 Strategic Roadmap may also require revision in the event that any target(s) shift from the resulting change in emissions inventory and forecast. Blue Strike will coordinate with the City to select an appropriate strategy to update the Plan, while providing the most operationally efficient pathway for the revised Plan's implementation and management moving forward beyond the project term.

Duration: January 2026 - March 2026

Deliverable(s): Fairfield Sustains Revised Plan

Task 4 - Ad Hoc Support

Additional support services resulting from above services may be provided and billed on an hourly time and materials basis.

Duration: October 2025 - March 2026

Deliverable(s): By request, subject to available budget

Table 1: Duration and Deliverables for All Tasks

Task	Description	Duration	Deliverable
Task 1	Data Collection & Coordination	Oct - Nov 2025	Obtain 2024 Data & Database Selection
Task 2	Updated Inventory & Forecast	Nov 2025 - Jan 2026	Updated 2024 Inventory & Forecast
Task 3	Fairfield Sustains Plan Revision	Jan - Mar 2026	Revised Fairfield Sustains Plan
Task 4	Ad Hoc Support	Oct 2025 - Mar 2026	By request, subject to available budget

Proposed Budget & Schedule*:

Task	Description	Hours	Budget	Oct	Nov	Dec	Jan	Feb	Mar
Task 1	Data Collection & Coordination	20	\$4,300						
Task 2	Updated Inventory & Forecast	24	\$5,160						
Task 3	Fairfield Sustains Plan Revision	20	\$4,300						
Task 4	Ad Hoc Support	5.75	\$1,240						
	SUM:	70	\$15,000						

*Schedule may be accelerated dependent upon timeliness of data collection and ICLEI and/or alternative tool selection. A minimum term is estimated as 60-90 days.



**City Council Communication
Regular Meeting - September 22, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Water Division-High Service Pump #9 Refurbish

Legislation Title:

\$36,600 - High Service Pump #9 Refurbish (Public Utilities -Water Division)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$36,600 for refurbishing high service pump #9.

Discussion:

Fairfield's Water Division pumps, treats and distributes about 6 million gallons of drinking water each day. Fairfield utilizes six (6) high service pumps to supply water to its distribution system.

Continued maintenance on pumping equipment is necessary in order to maintain efficiency and reliability in the water system.

National Water Services LLC (NWS) has provided the lowest and best proposal to perform the work. The accepted proposal and 2 competing quotes are attached for review.

Financial Impact:

An appropriation in the amount of \$36,600 is being requested for refurbishment of the Water Division High Service Pump #9.

Funding for the project is included in the 2025-2029 Capital Improvement Program under project number 5WT04 Pump Overhaul/Replacement Program. The funding source is 605 Water Surplus.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. NWS Quote HSP #9 Refurbishment (07.31.25)
2. Layne quote
3. PPS BUDGETARY QUOTE 126524 (CITY OF FARIFIELD)



National Water Services, LLC
 3949 Dayton Park Dr., Suite E
 Dayton, Ohio 45414
 Office: (937) 235-1030
 Fax: (937) 237-1067

July 31, 2025

City of Fairfield
 5021 Groh Lane
 Fairfield, Ohio 45014
 Attn: Jason Hunold

Subject: High Service Pump #9 Refurbishment

Quote #:072825-73

Mr. Hunold,

National Water Services LLC (NWS) is pleased to provide the following proposal for the refurbishment of High Service Pump #9 located at the City of Fairfield Water Treatment Plant. This proposal outlines cost for a worse case scenario, assuming major componentry pieces being replaced for the pump setting, excluding new pricing for the pump and motor. The provided budgetary costs are based off general assembly drawings provided by the owner.

Scope of Work

Line Item #	Description	UOM	Qty.	Unit Price	Extended Price
1	Labor, To Pull & Set One (1) High Service Pump Utilizing 3 Man Crew & Perform Start Up Services [Includes Maintenance Report]	LS	2	\$4,250.00	\$8,500.00
2	Labor, Equipment & Material To Perform One (1) Pump Inspection	LS	1	\$1,200.00	\$1,200.00
3	Preliminary Repair Cost Budget Refurbish: Pump Bowl Assembly, Stuffing Box, Discharge Head, Intermediate Bearings, & Epoxy Coating Furnish New: Intermediate Line Shafting, Pump Shaft, Intermediate Flanged Column Pipe, Bearing Hub Inserts, Head Nut, & Motor Shaft	LS	1	\$26,900.00	\$26,900.00
4	Refurbish Motor: Assumed Complete Rewind & Bearing Replacement For Budgeting Purposes [150 HP VHS Motor] *Repairs To Be Quoted Upon Motor Inspection*	LS	1	\$13,300.00	\$13,300.00
Total Budgetary Cost:					\$49,900.00



National Water Services, LLC
3949 Dayton Park Dr., Suite E
Dayton, Ohio 45414
Office: (937) 235-1030
Fax: (937) 237-1067

The cost provided is budgetary and final repair costs following the pump inspection will be provided for your final review and approval. No pump repairs will commence until NWS receives approval from the owner. National Water Services LLC appreciates the opportunity to provide the City of Fairfield with this proposal. Should you have any questions regarding this proposal, please feel free to contact me at a time of your convenience on my cell phone at (937) 602-4286.

Sincerely,

National Water Services LLC

A handwritten signature in blue ink, appearing to read "Josh Gavin", is written over the printed name.

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# _____



Office
6451 Germantown Road
Middletown, Ohio 45042

T 513-424-7287
graniteconstruction.com

August 22, 2025

Quote No. 25-REC-3039

Mr. Jeremy Hamel
Public Utilities Superintendent
City of Fairfield, OH
4799 Groh Lane
Fairfield, OH 45014

RE: Quote to refurbish high service pump #9

Mr. Hamel:

Layne is pleased to provide this quote to refurbish Fairfield's high service pump #9 per the below scope of work:

- Labor and equipment to pull & set one (1) high service pump **\$8820**
- Labor, equipment & material to perform one (1) pump inspection **\$1380**
 - Includes cleaning pump bowl and column pipe
- Preliminary repair cost budget
 - Refurbish pump bowl assembly, stuffing box, discharge head, intermediate bearings, & epoxy coating **\$31,024**
 - Furnish new intermediate line shafting, pump shaft, intermediate flanged column pipe bearing hub inserts, head nut, & motor shaft **\$15,723**

The price for a new Peerless 14MC 4-stg bowl assembly is **\$41,362**.

This quote is contingent upon mutually agreeable Terms and Conditions. Please let us know, at your convenience, how you would like to proceed.

Cordially,
Layne

Bob Curley
Business Development Manager

Accepted by:

Purchaser: _____

Title: _____

Date: _____

PO# _____

Enc: Layne Terms & Conditions

STANDARD TERMS & CONDITIONS FOR PROPOSAL

1. **Applicability.** These terms and conditions are incorporated into the proposal (collectively, the "Contract") from Layne Christensen Company ("Provider") to furnish equipment, labor, materials, products and/or services ("Work") to you ("Company"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Company's general terms and conditions of purchase, regardless of whether or when Company may have submitted a purchase order or contract.

2. **Payment.** Provider's agreement to perform Work hereunder is conditioned upon Company's satisfaction of Provider's credit terms, as determined in Provider's sole discretion. Payment terms are net 30 days from date of Provider's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Provider shall be entitled to stop work and recover all costs and expenses, including reasonable attorneys' fees, arising out of Company's failure to make all payments due under this Contract in a timely manner.

3. **Taxes.** Company is responsible for payment of all taxes and duties not specifically assumed in writing by Provider in the Contract. Company agrees to defend, indemnify and hold Provider harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Provider.

4. **Suspension; Termination.** In addition to any other remedies available to Provider, Provider may suspend or terminate this Contract with immediate effect upon written notice to Company, if Company: (i) fails to pay any amount when due under this Contract (or any other agreement Company has with Provider); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Company has with Provider); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Provider, as determined by Provider in its sole discretion.

5. **Shipment; Delivery.** Unless otherwise agreed in writing, all Work purchased by Company shall be FOB Provider's plant sourcing the Contract. If FOB Destination, the Company agrees to provide suitable roadways or approaches to points of delivery. Provider reserves the right to cease deliveries if Provider concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Company contracts delivery beyond curb line, Company assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks. Delays of more than 20 minutes are subject to an additional charge. Company also agrees to provide a safe, suitable work area for Provider and its employees.

6. **Title and Risk of Loss.** Title and risk of loss passes to Company at the time any Work is loaded into Company's, or Company's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Provider's delivery, upon delivery or performance of the Work.

7. **Warranty.** Provider warrants the Work will conform to any applicable plans and specifications. **PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.** Company shall verify that Provider's Work complies with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Provider shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Company fails to pay Provider in full for the Work provided by Provider pursuant to this Contract or fails to provide Provider timely written notice following discovery of defective Work and a reasonable opportunity to cure.

8. **Time.** Provider shall make reasonable efforts to provide the Work by the specified delivery date and provide notice to Company of any expected delays. Provider is not responsible for any delays including, but not limited to, labor disputes, repairs to machinery, fire, flood, inclement weather, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce Work meeting any applicable specification or requirement. Company shall equitably compensate Provider for additional costs incurred as a result of delays outside Provider's control. In the event any such delay, Provider reserves the right to determine the order of priority of delivering to its purchasers.

9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

10. **No Waiver.** Provider's failure to exercise any right hereunder shall not impair or waive Provider's privilege of exercising such right to any subsequent time or times.

11. **Damages.** Provider's liability for any damages related to this Contract shall be limited to, at Provider's option, (i) replacement of defective Work or (ii) an equitable refund of prior payments by Company. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL,**

EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT. It is further understood that Provider shall not be responsible for any damage to or deterioration of any of its Work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Provider, whether or not such failure or inadequacy was or could have been known at the time its Work was undertaken, or for any Work performed under adverse weather conditions.

12. **Indemnity.** To the maximum extent permitted by applicable law, Company shall defend, indemnify and hold Provider, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of: (i) Company's breach of this Contract or (ii) any act or omission by or on behalf of Company, its employees, contractors, and/or agents.

13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.

14. **Work Conditions.** Provider shall have no responsibility for any site condition unless it was ascertainable through a visual pre-bid examination of the Project site or disclosed in writing to Provider prior to the execution of the Contract. Provider shall be entitled to rely on the design documents and specifications as being accurate and complete and shall not be responsible for errors or deficiencies in such documents. If Provider's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Provider to perform its Work in a normal uninterrupted single shift operation. Unless a time for the performance of Provider's Work is specified, Provider shall undertake the Work in the course of its normal operating schedule. Provider shall not be liable for any failure to undertake or complete the Work for causes beyond its control, and Provider may suspend the Work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the Project site of utilities, facilities, substances, or objects, including but not limited to any substance that in Provider's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this Work or other operations in which Provider is involved, directly or indirectly. If, for causes beyond Provider's control, Provider's Work is not completed within twelve (12) months after the date of Company's acceptance of the Contract, Provider may cancel this Contract. In such event: (i) Provider shall be relieved of any further obligation with respect to the balance of the Work and (ii) Provider shall be entitled to receive final and complete payment for all Work performed by Provider through the date of cancellation within fifteen (15) days thereafter.

15. **Miscellaneous.** Unless otherwise specified in writing, Company shall be responsible for inspecting and testing the Work and confirming that the Work complies with the applicable specifications at Provider's facility prior to directing shipment. All funds paid to Company from a third party for Provider's Work shall be deemed in trust for the payment of Provider. Safety Data Sheets and product label information are available at Provider's office or Provider's website. Company agrees to draw to the attention of any persons handling or using the Work or having access to the Work while in Company's possession or to whom Company sells the Work or any part thereof any Safety Data Sheets or label information, or any other literature or packaging relating to the Work.

16. **MANDATORY BINDING ARBITRATION.** ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION ("LARGE DISPUTES"). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFIES THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.

PROCESS PUMP & SEAL, INC.

PROCESS SOLUTION SPECIALISTS

4317 Kugler Mill Road
Cincinnati, OH 45236
Ph: 513-988-7000 Fx: 513-988-7007
www.processpumpandseal.com

Bill to: CITY OF FAIRFIELD
FAIRFIELD PUBLIC WORKS
8870 N. GILMORE RD.
FAIRFIELD, OH 45014

Ship to: CITY OF FAIRFIELD WWTP - GROH ROAD
FAIRFIELD WASTEWATER TREATMENT
4799 GROH LANE
FAIRFIELD, OH 45014

Quote

Quote Number : 126524-0

Customer# : 623000

Quote Date : 08/08/2025

Quoted To :

Entered By : Cody Stanelle

Salesperson : Dan Duda

Terms : Net 30 Days

Ship Via : PREPAY & ADD

Ship Acct# :

Job/Rel# :

Customer/Order Instructions

EFFECTIVE IMMEDIATELY, ALL ORDERS OF IMPORTED STEEL AND OTHER MACHINED OR SEMI-MACHINED METAL PRODUCTS ARE SUBJECT TO A TEMPORARY SURCHARGE FOR ANY TARIFFS PASSED ON TO US BY OUR SUPPLIERS. AS FUTURE TARIFF CHARGES OCCUR WE WILL ADJUST OR REMOVE THE SURCHARGES ACCORDINGLY.

Line	Qty	U/M	Item #	Description	Price	Per	Extension
0001	1	EA	FIELD SERVICE	REMOVE HSP #9	3,639.37	EA	3639.37
0002	1	EA	REPAIR	PEERLESS 14MC 4 STAGE VTP AMP REBOWL	39,469.12	EA	39469.12
Item Notes							
INCLUDES FULL DISASSEMBLY/ASSEMBLY USING ALL NEW AMERICAN MARSH PARTS RETROFITTED TO THE EXISTING PEERLESS PUMP HEAD. EXISTING HEAD WILL BE REFURBISHED TO OEM SPEC IF POSSIBLE, NEW COLUMN PIPES WILL BE PROVIDED. EXTERIOR OF ALL BELOW GRADE PARTS TO BE COATED WITH IMERSION GRADE COATING.							
ESTIMATED LEAD TIME 18-20 WEEKS A.R.O.							
0003	1	EA	REPAIR	PEERLESS 14MC 4 STAGE VTP PEERLESS REBOWL	64,944.44	EA	64944.44
Item Notes							
INCLUDES FULL DISASSEMBLY/ASSEMBLY USING ALL NEW OEM PEERLESS PARTS. EXISTING HEAD AND COLUMN PIPES WILL BE REFURBISHED TO OEM SPEC IF POSSIBLE. EXTERIOR OF ALL BELOW GRADE PARTS TO BE COATED WITH IMERSION GRADE COATING.							
ESTIMATED LEAD TIME 20-22 WEEKS A.R.O.							
0004	1	EA	FIELD SERVICE	INSTALL HSP #9	3,639.37	EA	3639.37
Item Notes							
INCLUDES LABOR AND CRANE SERVICE. NO FREIGHT INCLUDED WITH THIS QUOTE.							

MANUFACTURES WARRANTY ONLY APPLIES-

Further, this Warranty is limited to refunding the invoice price of this product, or at seller's option, replacement of the product. This warranty does NOT cover: any costs associated with the repair or replacement of the product including, downtime, labor, installation or other costs incurred by the purchaser, and in particular, any costs relating to the removal or replacement of any product that is affixed to another device; OR damage to the Product due to external causes, including accident, misapplication, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR any product which has been modified. Seller is not liable for incidental or consequential damages, whether resulting from breach of warranty, negligence or any other reason. Performance is not guaranteed unless specifically stated and terms agreed to.

Please specify shipping requirements at time of order -or- the order will be shipped and invoiced at the discretion of Process Pump & Seal.

Continued on next page.... PLEASE SEND PURCHASE ORDERS TO ORDERS@PPSOH.COM

TERMS:

Page: 1

Quotation is valid for 30 days.

We reserve the right to modify the terms of this quotation.
A five percent (5%) fee will be added to credit card purchases.



Quote

Quote Number : 126524-0

Customer# : 623000

Quote Date : 08/08/2025

SubTotal	111,692.30
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Further, this Warranty is limited to refunding the invoice price of this product, or at seller's option, replacement of the product. This warranty does NOT cover: any costs associated with the repair or replacement of the product including, downtime, labor, installation or other costs incurred by the purchaser, and in particular, any costs relating to the removal or replacement of any product that is affixed to another device; OR damage to the Product due to external causes, including accident, misapplication, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR any product which has been modified. Seller is not liable for incidental or consequential damages, whether resulting from breach of warranty, negligence or any other reason. Performance is not guaranteed unless specifically stated and terms agreed to.

PLEASE SEND PURCHASE ORDERS TO ORDERS@PPSOH.COM

Quotation is valid for 30 days.

**We reserve the right to modify the terms of this quotation.
A five percent (5%) fee will be added to credit card purchases.**

Total	USD	111,692.30
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**City Council Communication
Regular Meeting - September 22, 2025**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Water Division-High Service Pump #9 Motor Replace

Legislation Title:

\$18,126 - High Service Pump #9 Motor Replace (Public Utilities - Water Division)

Recommendation:

It is recommended that the city council authorize an appropriation in the amount of \$18,126. for the purchase of a high efficiency motor, to improve the current distribution pumping service level.

Discussion:

The Fairfield Water Division pumps, treats and distributes about 5.5 million gallons of drinking water each day. Fairfield utilizes six high service pumps to supply water to the distribution system (customers). The funding request is for the purchase of a replacement motor for High Service Pump #9. The existing motor has exceeded its useful life and will be replaced with a premium-efficiency motor. A cost estimate with comparison is attached for review.

Financial Impact:

An appropriation in the amount of \$18,126. is being requested for the purchase of a premium-efficiency motor for the Water Division High Service Pump #9. Funding for this project was included in the approved 2025-2029 Capital Improvement Program (CIP) under project #5WT04, Pump Overhaul/Replacement Program. The funding source is Water Surplus (605) (\$13,400)

Supplemental funding for this project should be redirected from #5WT18, SCADA Integration. The funding source is Water Surplus 605 (\$4,726)

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. PMS HS9 Estimate Motor 6460
2. Matlack Motor quote



Professional Motor Service
530 N 3rd St
Hamilton, OH 45011 USA
+15138634474
motors@promotorservice.com

Quote

ADDRESS

Fairfield Wastewater
4799 Groh Lane
Fairfield, OH 45014

SHIP TO

Fairfield Wastewater
4799 Groh Lane
Fairfield, OH 45014

QUOTE #	DATE	
6460	09/04/2025	

ACTIVITY	QTY	RATE	AMOUNT
Motor:US 150.0 HP US Motors Vertical Holloshaft High Thrust Three Phase AC Motor Weather Protected Type I (WPI) and Inverter Duty 168.0 Amps @ 460 VAC 460 VAC 1800 RPM H444TP Frame HO150V2SLG *Stock MS	1	18,126.00	18,126.00

We look forward to hearing from you!

TOTAL

\$18,126.00

Accepted By

Accepted Date



Good morning please find the pricing for estimated repair and new pricing.

Let us know if you have any questions.

Complete Recondition Per Matlock's AC Motor Reconditioning Specs

Including:

Stator Recondition

Balance rotating assembly

New ball bearing

New thrust bearing

New sight glass

Final testing.

Estimated Repair Price: \$ 8,750.00

Complete Remanufacture Per Matlock's AC Motor Remanufacturing Specs.

Including:

Complete Stator Rewind

Balance rotating assembly

New ball bearing

New thrust bearing

New sight glass

Final testing.

Estimated Repair Price: \$ 13,500.00

New Replacement

Price: \$ 18,275.00 + Freight

Thanks,

Tim Geoppinger

Matlock Electric Co., Inc. | 2780 Highland Ave. | Cincinnati, OH 45212

513-731-9600 (Office) | 513-731-9646 (Fax)

www.matlockelectric.com | timgeoppinger@matlockelectric.com

Yesterday's service. Tomorrow's technology. Today.