

Steve Miller
Mayor

Tim Meyers
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large

Matt Davidson
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
Tuesday, May 26, 2026 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

6:00 PM - Fairfield Forward Update

Business Meeting Call to Order

Mayor Steve Miller

Prayer/Pledge of Allegiance

Councilmember Adam Kraft

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

1. Fire Department Oath of Office:
Fire Chief Chad Cooper
Lieutenant Sean Loy
Fire Apparatus Operator Steve Smith

Citizen Comments

Council Reports

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - May 11, 2026

Old Business

1. Development Services - Councilmember Gwen Brill

- a. Ordinance to authorize a grant in the amount of \$100,000 to be made to the Fairfield Helping Neighbors Fund at the Fairfield Community Foundation for the purpose of supporting city residents that cannot physically or financially complete necessary exterior home repairs.

- Legislation - Third Reading
- Motion - Adoption

- b. Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing a grant of \$100,000 to be made to the Community Improvement Corporation of Fairfield for public purposes.

- Legislation - Third Reading
- Motion - Adoption

2. Public Works - Councilmember Debbie Pennington

- a. Ordinance accepting public improvements and releasing the maintenance and performance bonds for Emerald Lake Section 4 (High Point Court).

- Legislation - Second Reading

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

1. Development Services - Councilmember Gwen Brill

- a. Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives to NorthPoint Development, LLC for the construction of five speculative industrial buildings at the property known as the Jacquemin Farm at 8105 Seward Road and 3603 Tylersville Road, and declaring an emergency.

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

2. Public Utilities - Councilmember Tim Meyers

- a. Resolution authorizing the City Manager to grant a permanent easement to Duke Energy Ohio, Inc., to enable the extension of Duke electric infrastructure near the City's Wastewater Treatment Plant on Groh Lane and declaring an emergency.

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

b. Ordinance to authorize the City Manager to enter into a contract with L and T Painting Inc. for the 2026 Public Utilities Hunter Water Tank Rehabilitation Project

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

c. Ordinance to authorize the City Manager to enter into a contract with the Henry P. Thompson Company (HPT) for the purchase of Primary Clarifier parts necessary to maintain continuous operation and declaring an emergency.

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

3. Public Works - Councilmember Debbie Pennington

a. Ordinance to authorize the City Manager to execute and file the application for financial assistance and enter into an agreement with OKI for a grant to fund a portion of the Pleasant Avenue Paving Improvements between Hunter and Wessel and declaring an emergency.

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

4. Finance & Budget - Councilmember Leslie Besl

a. Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court Employees, to repeal Ordinance No. 57-25 and all amendments thereto and declaring an emergency.

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

b. Ordinance to amend Ordinance No. 148-25 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, 2026, and ending December 31, 2026.”

- Contractual Appropriations: \$337,823 total (\$244,560 for Hunter Water Tank Rehabilitation Project (Public Utilities); \$93,263 for Primary Clarifier Rebuild (Public Utilities))

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

c. Ordinance to amend Ordinance No. 148-25 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, 2026, and ending December 31, 2026.”

- Non-Contractual Appropriations: \$275,572 (see below for description)

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

\$40,000 - 2026 Grounds, Entryways & Landscaping Program (Public Works)

\$47,826.00 - Wastewater Division – Sanitary Sewer Smoke Testing (Public Utilities)

\$93,010 - Purchase of Chevrolet Tahoe for Fire (Public Works)

\$44,444 - HVAC Energy Upgrades and Repairs at the Community Arts Center (Public Works)

\$50,292 - Justice Center Repairs and Upgrades (Public Works)

Meeting Schedule

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

Monday, July 13 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, August 10 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment

**City of Fairfield Minutes
Regular Meeting of City Council
May 11, 2026**

Council-Manager Briefing

None.

Business Meeting Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Pennington led in prayer and Pledge of Allegiance.

Roll Call

Councilmembers present included:

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

Councilmembers excused included:

Councilmember, At-Large Gwen Brill

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

Agenda Modifications

None.

Executive Session Requests

Councilmember Davidson, seconded by Councilmember Besl, moved for Executive Session to discuss the status of collective bargaining with public employees and pending or imminent litigation. Roll call vote. Motion carried, 6-0.

Special Presentations

1. America250 Gift to Fairfield from Mayor and Council

Mayor Miller and Councilmember Meyers presented the America250 Handcrafted Flag to the City as a gift in honor of the 250th birthday of the United States this year.

2. Mayor's Youth Commission - Human Resources Presentation

Members of the Mayor's Youth Commission that worked with the Human Resources Department presented an overview of what they learned over the school year. See attached

slides.

Citizen Comments

Marc Conter, 5772 Gray Road - see attached written comments submitted via email after the Council meeting and distributed to Mayor, Council and staff, as requested.

Council Reports

Councilmember Meyers reported that the solar field is progressing well and Assistant City Manager Sackenheim stated it is scheduled to be online in July.

Councilmember Kraft announced the Memorial Day parade on Monday, May 25 at 10 AM, as well as the start of the summer farmers market this week at the Community Arts Center, aquatic center opening next Saturday, May 23, at noon and that Public Works is working with SwimSafe and Butler Health Dept to prepare for the opening of the splash pad at Harbin Park.

Councilmember Pennington announced that the Ross/Woodridge intersection will be closed through much of the summer for roundabout construction.

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - April 27, 2026

The Regular Meeting Minutes of April 27, 2026 were approved as written and submitted.

Old Business

1. Development Services - Councilmember Gwen Brill

- a. Ordinance to authorize a grant in the amount of \$100,000 to be made to the Fairfield Helping Neighbors Fund at the Fairfield Community Foundation for the purpose of supporting city residents that cannot physically or financially complete necessary exterior home repairs.

Councilmember Meyers presented the second reading of this ordinance.

- b. Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing a grant of \$100,000 to be made to the Community Improvement Corporation of Fairfield for public purposes.

Councilmember Meyers presented the second reading of this ordinance.

2. Parks & Recreation - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to enter into a professional services contract

with Prus Construction Co. for construction manager-at-risk (CMR) services as related to the advancement of Marsh Park Improvements Project and declaring an emergency.

Councilmember Kraft presented the third reading of this ordinance.

Councilmember Meyers commented that the process works. The ordinance has gone through 3 readings and the project started in 2019 when Marsh Park became part of overall comprehensive plan. He stated that the scope has been worked and scaled down from 30 acres to 5 acres and \$12 million and he is in favor of the plan.

At the request of Councilmember Besl, City Manager Timmer read the following prepared comments:

In response to the correspondence regarding the Marsh Park project received earlier today:

1. First, with respect to conflicts of interest, there are no identified financial or personal interests connected to this project involving Council members, staff, or their families. At this time, no restaurant operator has been selected, and no lease agreements are in place. City officials are subject to Ohio ethics laws and disclosure requirements, and those standards apply fully here.
2. Second, regarding environmental protections, Marsh Park planning has incorporated all known site conditions and applicable restrictions from the outset. There has been no deviation from those standards. Fishing regulations, including any “catch and release” provisions, are established and maintained at the discretion of the Fairfield Parks and Recreation Board.
3. Third, on land acquisition and project scope, there are no actions underway involving eminent domain or undisclosed property acquisition related to this phase of the project. The improvements being discussed are within the framework that has already been publicly presented and adopted.

The estimated total project cost of approximately \$12 million represents the full scope of site and infrastructure improvements. This includes site work, utilities, trails, lakefront features, parking, and other public amenities. The flexible-use building is one component of the overall project and represents a portion of that total, not the entirety.

We continue to welcome public input and appreciate community engagement in this process. We are committed to providing updates and information as the project moves forward.

Councilmember Kraft commented on the positivity of community engagement and stated that he appreciates differences of opinion and dialogue. He recapped the timeline of events leading to this point. See attached notes.

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

ORDINANCE NO. 55-26. APPROVED 6-0.

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

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

1. Community & Public Relations - Councilmember Matt Davidson

- a. Simple Motion: Motion to approve the following nominations to the Marsh Park Ad Hoc Committee:
Scott Willis, 1st Ward (by Councilmember Leslie Besl)
Sheri Sparks, 2nd Ward (by Councilmember Dale Paullus)
Zach Ketring, 3rd Ward (by Councilmember Debbie Pennington)
Tim Jung, 4th Ward (by Councilmember Adam Kraft)
Jeremy Hatfield, At-Large (by Councilmember Tim Meyers)
Justin Janszen, At-Large (by Councilmember Gwen Brill)
Kevin Clark, At-Large (by Councilmember Matt Davidson)
Nathan Gibbs (by City Manager Scott Timmer)

Councilmember Davidson, seconded by Councilmember Pennington, moved to approve the Marsh Park Ad Hoc Committee nominations as listed. Motion carried 6-0.

SIMPLE MOTION NO. 17-26. APPROVED 6-0.

2. Parks & Recreation - Councilmember Adam Kraft

- a. Ordinance to authorize the City Manager to enter into a contract with Cincy Entertainment Services for the purchase of Flex Lighting Equipment with appurtenances for use at Parks and Recreation Events, and declaring an emergency.

This project involves the purchase of a Flex Lighting System integrated with new rigging and electrical infrastructure for the Village Green Amphitheater. Currently, the Parks Department subcontracts lighting for Groovin' concerts and fall theater productions. Acquiring this equipment will enable the City to provide professional lighting in-house for all community concerts and performances, improving efficiency and expanding event capabilities.

The equipment is specialized in nature and is available exclusively through Cincy Entertainment Services. Due to the proprietary vendor–distributor relationship, staff were unable to obtain multiple quotes for this purchase. Additionally, this outdoor-rated system is the only equipment fully compatible with the City's existing lighting infrastructure, which was also procured through Cincy Entertainment Services.

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

ORDINANCE NO. 56-26. APPROVED 6-0.

3. Public Safety - Councilmember Dale Paullus

- a. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Chavez Marin Restaurants, Las Cazuelitas Taqueria, 4600 Dixie Highway, Suite B, Fairfield, OH 45014 (Permit Class D1).

Councilmember Paullus, seconded by Councilmember Davidson, moved to not request a hearing regarding this liquor permit application. Motion carried 6-0.

SIMPLE MOTION NO. 18-26. APPROVED 6-0.

- b. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Oaxaquena Mexican Restaurant, LLC, Oaxaquena Mexican Restaurant, 6116 Winton Road, Fairfield, OH 45014 (Permit Class D1 & D3).

Councilmember Paullus, seconded by Councilmember Davidson, moved to not request a hearing regarding this liquor permit application. Motion carried 6-0.

SIMPLE MOTION NO. 19-26. APPROVED 6-0.

- c. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Everyday Stop LLC, Everyday Stop, 3152 Lighthouse Drive, Suite C1, Fairfield, OH 45014 (Permit Class C2).

Councilmember Paullus, seconded by Councilmember Meyers, moved to not request a hearing regarding this liquor permit application. Motion carried 6-0.

SIMPLE MOTION NO. 20-26. APPROVED 6-0.

- d. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Multinicks Inc., Multinicks Inc - Fairfield/River Road, 5000 River Road, Fairfield, OH 45014 (Permit Class C1 & C2).

Councilmember Paullus, seconded by Councilmember Kraft, moved to not request a hearing regarding this liquor permit application. Motion carried 6-0.

SIMPLE MOTION NO. 21-26. APPROVED 6-0.

- e. Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Jay Madhusudan Investment LLC, 4613 Dixie Highway, Fairfield, OH 45014 (Permit Class D1 & D2).

Councilmember Paullus, seconded by Councilmember Davidson, moved to not request a hearing regarding this liquor permit application. Motion carried 6-0.

SIMPLE MOTION NO. 22-26. APPROVED 6-0.

4. Public Works - Councilmember Debbie Pennington

- a. Ordinance accepting public improvements and releasing the maintenance and performance bonds for Emerald Lakes Section 4 (High Point Court).

This project to create a public street located on the west side of the Emerald Lakes Subdivision (west of Pleasant Avenue) was developed by K&M Communities, LLC as Emerald Lakes Section 4. This is a thirty (30) lot subdivision with no lots remaining for development.

This project involved the construction of approximately 1300 feet of new road ending in a cul-de-sac at either end and intersecting Edmorr Way. Included in this work was asphalt pavement with an aggregate base, curb and gutter, storm sewer, sanitary sewer, waterline, and sidewalk. This project was inspected by the Public Works Department and the Public Utilities Department to make sure that any previously noted deficiencies have been addressed. The developer has completed all items including sidewalk and street trees. The City will now accept public ownership and maintenance of these assets.

All maintenance and performance bonds will be released upon Council acceptance. The dedication plat for this street was approved and accepted by Planning Commission in 2020.

Councilmember Pennington presented the first reading of this ordinance.

- b. Ordinance to authorize the City Manager to enter into a contract with Atlantic Emergency Solutions Inc., for the purchase of a Horton Ambulance and declaring an emergency

This request is for the purchase of a Horton Ambulance to be used by the Fire Department. This unit will replace Medic #16M89 a 2016 Horton Ambulance due to age and condition. The old unit will be auctioned. This unit is being purchased through the Horton Emergency Vehicles authorized dealer; Atlantic Emergency Solutions Inc., listed under State of Ohio contract STS 026178 and Index STS233 authorizing the use by Municipal Corporations. This purchase also includes a Stryker Power Pro 2 Custom Cot.

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

ORDINANCE NO. 57-26. APPROVED 6-0.

- c. Ordinance to authorize the City Manager to enter into a contract with FYDA Freightliner Cincinnati, Inc. for the purchase of a Freightliner 108SD single axle truck cab and chassis for the Street Division of the Public Works Department and declaring an emergency.

This request is for the purchase of a Freightliner 108SD single axle truck cab and chassis to replace the Street Division's Snow Plow Truck #29 (a 2006 International) due to age and condition. Unit #29 will be auctioned. This unit will be outfitted with snow equipment under a separate contract. This truck is listed under O.D.O.T. Bid #023-26A with permission of use granted by The Ohio Revised Code section 5513.01(B).

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

ORDINANCE NO. 58-26. APPROVED 6-0.

5. Finance & Budget - Councilmember Leslie Besl

- a. Ordinance to amend Ordinance No. 148-25 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, 2026, and ending December 31, 2026.”
- Contractual Appropriations: \$823,791 total (\$145,000 for Village Green lighting system (Parks & Recreation); \$133,000 for purchase of Snow Plow Truck (Public Works); \$545,791 for purchase of Horton Ambulance for Fire Dept. (Public Works))

Councilmember Besl presented the first reading of this ordinance.

- b. Ordinance to amend Ordinance No. 148-25 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, 2026, and ending December 31, 2026.”
- Non-Contractual Appropriations: \$130,108 (see below for description)

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

ORDINANCE NO. 60-26. APPROVED 6-0.

\$7,168 - Golf Course Upgrades (Parks & Recreation)

\$71,000 - Firehouse Repairs and Upgrades (Public Works)

\$51,940 - Public Works Repairs and Upgrades (Public Works)

Meeting Schedule

Tuesday, May 26: Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

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

Monday, July 13: Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Clerk Wilson read the meeting schedule.

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:37 PM.

Adjournment

The Regular Meeting adjourned at 7:58 PM.

ATTEST:

Clerk of Council

Mayor's Approval
Date Approved:



Mayor's Youth Commission 2026 Project

Human Resources/Communications Team

Team Members: Amor, Brooklyn, Ellie, and Lena

Date: May 11th



Seasonal Priorities in Human Resources (Predictable)

Quarter 1:

- Heavy Reporting Period (OSHA, IRS, ODOT, etc.)
- Annual Evaluation Period
- Prep for Annual Pay Increases

Quarter 2:

- Seasonal Hiring
- Annual Evaluation Period
- Annual Pay Increases for all Employees

Quarter 3:

- Select Health Insurance Options for Summer Open Enrollment and Prep Work
- Open Enrollment (#1)

Quarter 4:

- Prep Work for Fall Open Enrollment
- Open Enrollment (#2)
- Increased Interviewing for Retirements in January and February

One of the Biggest Challenges for Human Resources

Hiring Qualified Candidates in a Highly Competitive Job Market

What are the Trends?

- Less Applicants for Jobs
- Job-Seekers with Shorter Attention Spans
- An Abundance of Job Postings
- Higher Wage and Salary Expectations



Our Project

The Fairfield Human Resources Office asked us for Feedback

Recruiting Recent Graduates:

- How can Fairfield better capture the attention of job-seekers who are going to complete high school or college soon?
- What is most important to these individuals at this early stage of their life and career?

Job Postings

First of all, there are a lot of them!

Most companies are in a constant state of hiring.

Questions We Asked Ourselves:

- How do Fairfield Job Postings Compare to Other Organization's?
- Are they Attractive to Recent Graduates and Young Professionals?



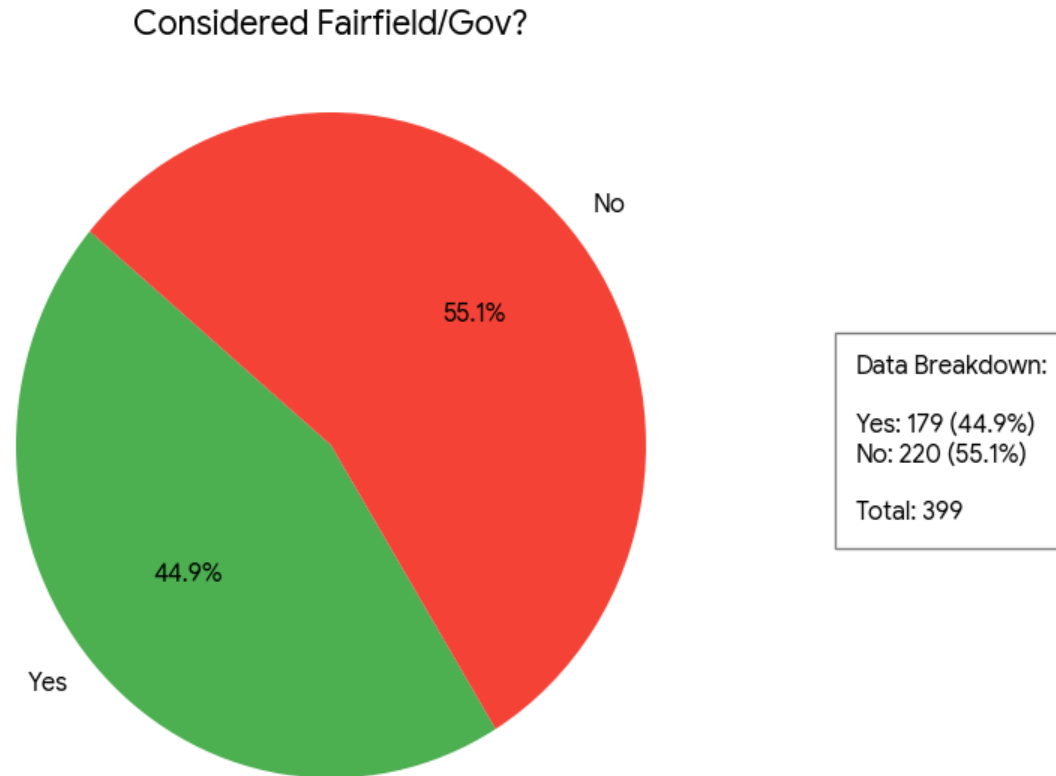
What we did to get answers

We decided to conduct a survey of the student body at our local high school to gather real data.

The survey was able to reach 400 Students at
Fairfield High School's 2026 Careerfest!!



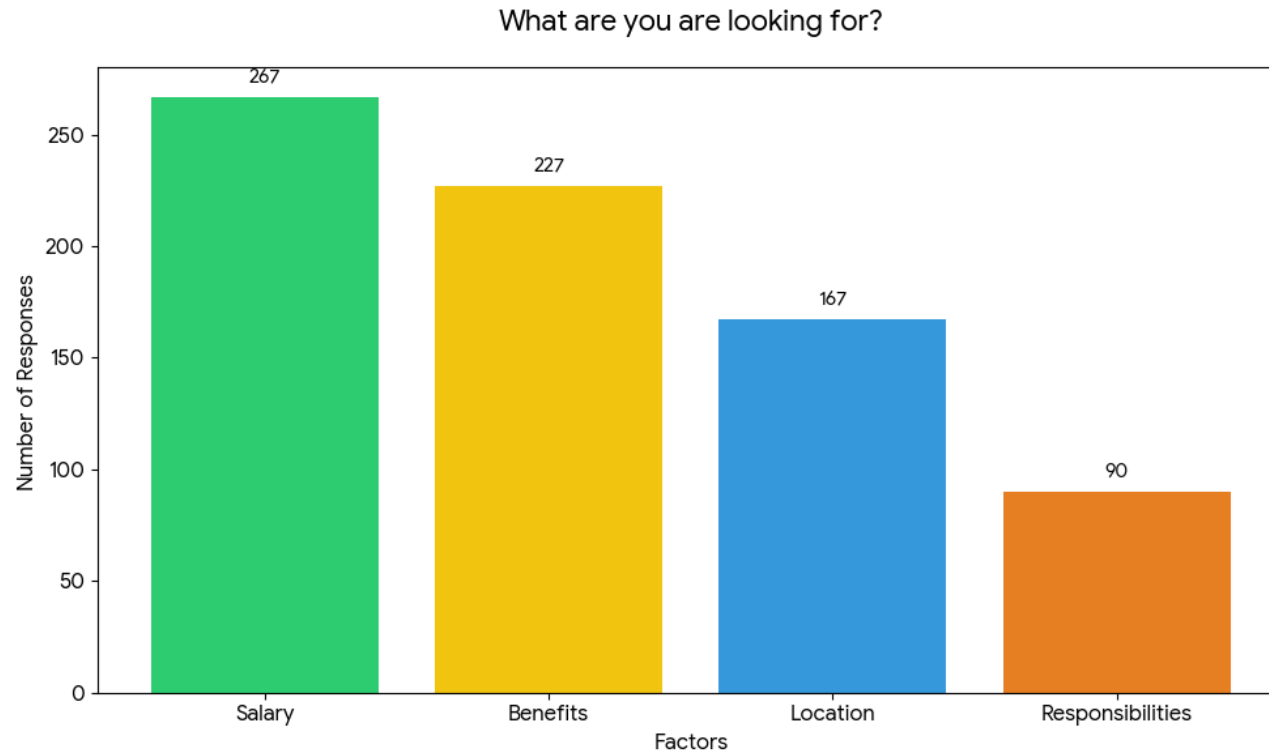
Our Research and What it Revealed



Out of all the responses over half the students have never considered a job in any kind of government.

How can Fairfield recruit young adults if they don't even think to look our way?

Our Research and What it Revealed

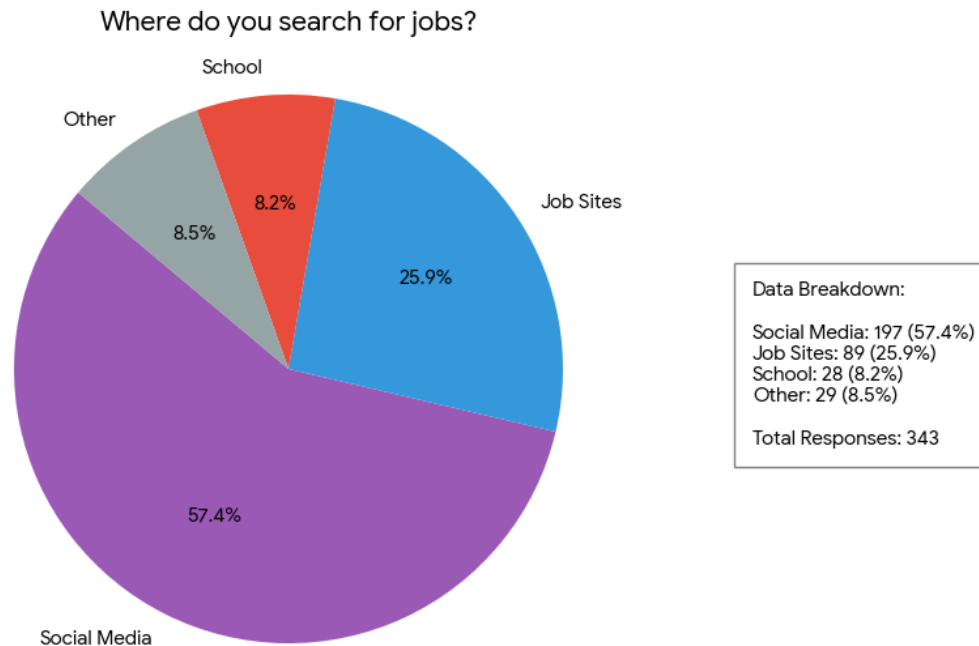


To attract this generation, you have to think like them.

What is it these new workers are looking for?

Well, we found it!

Our Research and What it Revealed



Organizations have to be where this demographic is looking.

If they do not adapt, it will be like fishing in a pond with no fish.

Suggestions

What can Fairfield Do to adapt?


- **More Social Media Presence**
 - Short form video content and more accessible media posts
- **More Attractive Job Listings on sites like Indeed**
 - More use of buzzwords that people look for
- **More Outreach to high schools and trade schools**
 - Reaching out to students before they graduate can create more connections

Examples of New Approaches

Like we previously mentioned, Social Media is the way to go. Just look at the stats. (57% of 343 students)

Companies Like Chick-Fil-A are dominating the social media scene with most corporate locations having a social media account making things like:

- **Funny posts / skits**
- **Job advertisements**
- **Community Outreach Polls**




“To work at Chick-fil-A means so much more than a paycheck. It means building relationships. It means becoming a leader. It means being given the tools to excel.”

Jamie Moody
Chick-fil-A Turtle Creek
Team Member

Work in the people business

A people-first company, Chick-fil-A, Inc. and our franchisee Operators are dedicated to creating a positive workplace at the corporate headquarters and in Chick-fil-A® Restaurants.



Restaurants < >

The secret ingredient at Chick-fil-A Restaurants, Team Members are given opportunities to thrive in and outside of work.

[Search positions](#) [Learn more](#)

Why We Think a New Approach Will Help

Start fishing in a pond with plenty of fish.

Fairfield would need to adapt to attract the younger generation!!

We believe a greater Social Media Presence and more Attention -Grabbing Job Listings are the way to capture this younger audience.

Thank you!



- Why were the residents of the area the ones to find out that the plot of land proposed was in violation of the clean water restriction and thus city council is now having to push the building off of that plot? Shouldn't the city know the restrictions of the areas they are proposing to build in? How much research has actually been put into this? It appears as if things are being blindly approached.
- How are we justifying a \$12M project without an ROI?
- Why is the ordinance authorizing the contract with Prus being proposed as an "emergency measure"?
- The "study" of 800 people at marsh park in support of the lake accounts for roughly 1-2% of the entire Fairfield population. How can the city blanket statement "the people of Fairfield want this" when a slim portion of our population were actually present for the study? Not to mention, were these people asked if they were Fairfield residents? Were these residents of other communities using the park that day? Were children allowed to place stickers to vote? How closely was the study input monitored for the city to confidently say these 800 people are a trusted and accurate representation of the greater area?
- Does the city acknowledge that surveying current park users introduces location-selection bias?
- How many respondents were specifically asked whether they supported alcohol sales in the park? I have seen that this was originally posed as a cafe of sorts rather than a large scale restaurant/bar, are you representing these peoples input true to the way you framed the question?
- Was opposition to the restaurant tracked separately from support for general park improvements? Many of the people I have conferred with are in favor of the bike path, bait house, boat ramp improvements. It is the commercial space that draws a point of contention. Can council clarify why support for unrelated park improvements is being represented as support for a bar/restaurant?
- If a feasibility study exists, will it be released publicly tonight? We asked for this before and were left in silence. If no feasibility study exists, why is the city proceeding with a multimillion-dollar hospitality project without one?
- Was any commercial restaurant operator consulted regarding viability? Has the city produced revenue projections specific to the restaurant? What is the estimated annual subsidy required if revenue targets are missed? What metrics were used to determine this project was financially responsible?
- Does council acknowledge that adding the restaurant later materially changed the nature of the project?
- Why are residents only being offered non-binding "input" after major project decisions have already been made? Why does it appear the decisions for said committee were made prior to public announcement of said committee? How can the residents of Fairfield ensure that these committee members provide an accurate representation of the residents and were not selected due to favor of the council?
- What decisions are still genuinely open to public influence?

- If the city believes the public strongly supports this project, why not place it on the November ballot? What is the city's rationale for avoiding a ballot initiative on a major taxpayer-funded quality-of-life project?
- Would council support an independently administered citywide survey specifically focused on the restaurant/bar proposal?
- What is the projected annual taxpayer cost after construction is complete? Are taxpayers responsible for operational deficits if the restaurant underperforms?
- If the facility fails financially, what is the city's contingency plan?
- I was told by Dale and Adam that this is being funded through a grant. Can council identify the exact grant program funding the restaurant/bar portion of this project? It is not listed on the USA Spending grant website, so are we to assume the city is still applying for the grant? I see Fairfield received \$300,000 Ohio State Capital Budget funding for trails, \$750,000 Transportation Alternatives Grant for the trail extension, but nothing on the commercial space grant.
- How many years would it take for lease revenue to recover construction costs attributable to the commercial component?
- Was parking demand modeled separately for park users, trail users, and restaurant patrons?
- Why was a Construction Manager At Risk (CMAR) procurement model selected for a park project? Does the council anticipate significant design uncertainty, cost escalation risk, or scope changes?
- Has council completed a formal operational business plan for the commercial component? If so, has it been or will it be released publicly?
- Can council clearly define tonight what type of establishment is actually contemplated, including alcohol service, event usage, operating hours, and entertainment allowances?

Marsh Park Design Considerations



Guiding Principles for the Design, Architecture, Site Orientation and Scope of a Restaurant in Marsh Park, Fairfield, Ohio

Our charge is to advise City Council on a design that is community-sized in scope and blends with—and enhances—Marsh Park. The restaurant should support park experiences without competing with the natural setting.

I. CORE DESIGN TENETS



1. SUBORDINATE TO THE LANDSCAPE

The natural setting is primary. Architecture should be visually quiet, low-profile, and integrated into topography and vegetation—not stand above or dominate it.



2. RESPECT ECOLOGICAL SYSTEMS

Protect existing trees, vegetation, wildlife habitat, soils, and water. Design with the site's natural hydrology and ecology—not in spite of them.



3. HUMAN SCALE & COMMUNITY FIT

Design for a comfortable, welcoming experience that reflects our community's scale and character. Avoid oversized buildings and excessive hardscape.



4. CONTEXTUAL MATERIALS & COLORS

Use natural, durable materials and a restrained palette that reflect the park's character (e.g., wood, stone, earth tones). Avoid highly reflective or industrial finishes.



5. PRESERVE VIEWS & SENSE OF PLACE

Siting and massing should protect key views to water, trees, and open space. The building should feel like it belongs here—not anywhere.



6. MINIMIZE IMPACT

Reduce impervious surfaces, cut-and-fill, lighting, noise, and disturbance. Design for low maintenance and long-term stewardship.



7. ENHANCE THE PARK EXPERIENCE

Support recreation, relaxation, and social connection. Outdoor spaces, trails, and nature access should be improved—not compromised.

II. CAUTIONS & RABBIT HOLES TO AVOID



DESIGNING FOR A BUILDING, NOT A PARK

Avoid letting the structure drive the site. Start with the land, ecology, and park purpose.



ICONIC ARCHITECTURE

Avoid "statement" designs that seek attention. Timeless and context-sensitive will age better.



SCOPE CREEP

Resist adding "while we're at it" features that increase size, cost, and impact.



PARKING OVER PRIORITY

Parking should be right-sized, discreet, and pervious where possible. People, not cars, come first.



SOLUTIONS FROM ELSEWHERE

What works in another city or setting may not fit Marsh Park. Let the site and our community guide the answer.



SHORT-TERM THINKING

Choose quality, durability, and stewardship over lowest initial cost.



ASSUMING MORE IS BETTER

A smaller, well-designed building that blends in will serve the community—and the park—better than something larger that overwhelms.

III. INDEPENDENT & EVIDENCE-BASED ADVICE



Our role is to advise—not to rubber stamp.

We will:

- Be independent, thoughtful, and candid.
- Base recommendations on facts, not assumptions.
- Ask the hard questions.
- Represent the long-term interests of the entire community and the park—today and for generations to come.

A great design disappears into the park—and the experience remains.



BACKGROUND & PROVENANCE

- "The enjoyment of scenery employs the mind without fatigue... tranquilizes it and yet enlivens it." - Frederick Law Olmsted, *Public Parks and the Enlargement of Towns* (1870)
- "Man must adapt his planning to the forces and processes of nature... not impose himself upon them." - Ian L. McHarg, *Design with Nature* (1969)
- "A building should be located where it helps to complete the structure of the site, not where it destroys it." - Christopher Alexander, *A Pattern Language* (1977)
- "Development in parks should be subordinate to the natural landscape and harmonize with the environment through the use of native materials and careful siting." - National Park Service, *Parkitecture / NPS Design Guidelines*
- "Design should protect, restore, and enhance ecosystem services." - Sustainable Sites Initiative (SITES v2 Rating System)

Marsh Park Improvements – Project Highlights: Updated March 2026

Marsh Park Master Plan Vision:

“To create a premier recreational destination that provides the community with a meaningful connection to a unique natural environment”

Marsh Park Master Plan Goals:

- Enhance the environment as a natural destination
- Promote connection between users and the park
- Support community through events and programming
- Encourage recreation with thoughtful improvements

Project Highlights and Amenities as included in schematic design plan (March 2026):

- Access and accessibility:
 - o New entrance and parking lot and signage and lighting
 - o New dedicated trailer parking
 - o Improved ADA accessibility in and around park
 - o New paved trails; including full loop trail around lake
 - Planned trail projects will TRIPLE length of existing main paved trail network in the park; from 3800’ currently to around 11,400’
 - Projects will connect several neighborhoods directly to the trail network
- Water connectivity:
 - o New fishing piers (3)
 - o Improved boat launch
 - o New ADA-compliant kayak launch
 - o Expanded kayak rental program
- Site activation:
 - o 5 acres of ~150 acre park to be developed and activated (~3% of site)
 - o New publicly-accessible year-round restrooms
 - o New concession and bait house facility with covered patio / deck area
 - o New commercial lease space building with covered patio / deck area – for future private food service establishment usage
 - o New lakefront lawn terrace area
 - o New nature-based play area
- Ecological awareness:
 - o New tree plantings and landscaping
 - o Shoreline protection and erosion mitigation with native plantings
 - o Continued removal of invasives; continued fish stocking; continued lake habitat development

Project Construction Cost:

Estimated at \$12M

Project Timeline and Community Engagement:

- February 2024: Contract approved to develop Marsh Park Master Plan
- Spring – summer 2024: Community engagement
 - o In-person engagement session: June 18, 2024
 - Approximately 80 attendees
 - Park elements reviewed:
 - Benches; Fitness equipment; Café / brewery; Specialty features (art); Nature-based play structures
 - 68% positive interest, overall, in proposed elements
 - o Two (2) elements with net-negative interest:
 - Fitness equipment; art
 - Park events reviewed:
 - Concerts; Nature / Education events; Festivals; Pop-up events; Group fitness classes
 - 76% positive interest, overall, in proposed events
 - o Zero events with net-negative interest
 - o On-line survey
 - 832 respondents (~83% City residents)
 - Most-desired amenities, with more than 10% of respondents indicating positive support:
 - Paved and unpaved trails; Fishing piers; Benches: ~40%
 - Restrooms; Overlooks: ~35%
 - Bike Pump Track; Kayak rentals; Boat launch/storage: ~30%
 - Shelters: ~25%
 - Restaurant: ~20%
 - Taproom; Event space; Outdoor workout equipment: ~15%
 - Public Art: ~15%
 - Nature-based play: 10%
 - o NOTE: underlined amenities are included in schematic design park improvement plan set (March 2026)
- Fall 2024 – spring 2025: Plan refinement
- April 2025: Plan adoption by Parks Board and City Council
- August 2025: Contract approved for site engineering and architectural services
- Spring-summer 2026: Select Construction Manager (anticipated) for pre-construction professional services
- Summer-fall 2026: Community Open House (anticipated)
- Q4 2026: Recommendation to proceed for project construction



**City Council Communication
Regular Meeting - May 26, 2026**

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

Subject:

Fairfield Helping Neighbors Grant to Fairfield Community Foundation

Legislation Title:

Ordinance to authorize a grant in the amount of \$100,000 to be made to the Fairfield Helping Neighbors Fund at the Fairfield Community Foundation for the purpose of supporting city residents that cannot physically or financially complete necessary exterior home repairs.

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

It is recommended that City Council approve the ordinance to provide additional funding for the Fairfield Helping Neighbors program.

Discussion:

One of the city's ongoing goals has been to enhance property maintenance enforcement and promote stable, resident-owned housing. Each year, Fairfield's zoning inspection team issues 1,500 to 2,000 building or zoning code violations. While the vast majority of these violations are corrected by the property owners after the first notice, a handful of residential violations annually are not able to be closed because the homeowner is unable to complete the required work due to health, finances, age, or other constraints.

In 2024, the City partnered with the Fairfield Community Foundation to establish the Fairfield Helping Neighbors Fund. The fund supported the Fairfield Helping Neighbors pilot program which seeks to provide direct assistance to homeowners to address critical repairs to single-family homes, primarily exterior code compliance issues.

The city partnered with Supports to Encourage Low-Income Families (SELF) to assist with applicant eligibility review and administration of project construction. To date, the pilot program has addressed eleven homes, including at least one home in each ward of the city. City staff considers the pilot to have demonstrated significant success. For each dollar invested from the fund, approximately \$4 in external investment was leveraged from outside grant funds accessed by SELF and volunteer hours. The homeowners receiving assistance, and often their neighbors, were grateful for the efforts of the city, program partners, and volunteers.

This ordinance authorizes a grant of \$100,000 to the Fairfield Helping Neighbors Fund at the

Fairfield Community Foundation. The fund is governed by a Restricted Fund Agreement executed between the city and foundation in 2024, restricting the use of its proceeds to the Fairfield Helping Neighbors program. The additional funds will allow the program to move beyond the pilot stage, ramp up the volume of properties addressed, and fund the program for several years.

Financial Impact:

The recently-approved CIP budget included \$100,000 from the Transformative Economic Development (TED) fund for this activity under project 6DV04.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Fairfield Helping Neighbors Fund-ord

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE A GRANT IN THE AMOUNT OF \$100,000 TO BE MADE TO THE FAIRFIELD HELPING NEIGHBORS FUND AT THE FAIRFIELD COMMUNITY FOUNDATION FOR THE PURPOSE OF SUPPORTING CITY RESIDENTS THAT CANNOT PHYSICALLY OR FINANCIALLY COMPLETE NECESSARY EXTERIOR HOME REPAIRS.

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

Section 1. The City Manager is hereby authorized to grant funds in the amount of \$100,000 to the Fairfield Helping Neighbors Fund at the Fairfield Community Foundation for the purpose of supporting City residents that cannot physically or financially complete necessary exterior home repairs in accordance with the fund 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 - May 26, 2026**

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

Subject:

Community Improvement Corporation Designation and Grant

Legislation Title:

Ordinance affirming the designation of the Community Improvement Corporation of Fairfield as the City's agency for development in the City and authorizing a grant of \$100,000 to be made to the Community Improvement Corporation of Fairfield for public purposes.

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

It is recommended the City Council approve the ordinance to pilot a Commercial Revitalization Grant Program.

Discussion:

The Community Improvement Corporation of Fairfield ("Fairfield CIC") was established in 1967 and reorganized in 2022 to facilitate real estate-related projects within the City. The Fairfield CIC assists the City by prioritizing and executing projects within the Route 4 corridor, the Town Center, and other areas targeted for development.

City Staff recommends launching a pilot Commercial Revitalization Grant Program to assist private owners or tenants with exterior upgrades to commercial properties. Staff recommends utilizing the CIC to evaluate projects and disburse funding. Approval of this ordinance would affirm that the Fairfield CIC can act as a development agency on behalf of the City and provides a grant of \$100,000 from the Transformative Economic Development (TED) Fund.

Financial Impact:

\$100,000 from the Transformative Economic Development (TED) fund for implementation of a Commercial Revitalization Grant Program pilot by the CIC. These funds were included in the recently-approved CIP budget under project 6DV01.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Community Improvement Corporation-Ord

ORDINANCE NO. _____

ORDINANCE AFFIRMING THE DESIGNATION OF THE COMMUNITY IMPROVEMENT CORPORATION OF FAIRFIELD AS THE CITY'S AGENCY FOR DEVELOPMENT IN THE CITY AND AUTHORIZING A GRANT OF \$100,000 TO BE MADE TO THE COMMUNITY IMPROVEMENT CORPORATION OF FAIRFIELD FOR PUBLIC PURPOSES.

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

Section 1. This Council affirms the designation of the Community Improvement Corporation of Fairfield as the City's agency for the industrial, economic, civic, commercial, distribution and research development in the City.

Section 2. It is necessary and in the best interest of the City to authorize a grant of \$100,000 to be made to the Community Improvement Corporation of Fairfield to facilitate development within the City.

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

Passed _____
Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - May 26, 2026**

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

Subject:

Emerald Lakes Section 4 (High Point Court) Public Acceptance of Public Improvements

Legislation Title:

Ordinance accepting public improvements and releasing the maintenance and performance bonds for Emerald Lake Section 4 (High Point Court).

- Legislation - Second Reading

Recommendation:

It is recommended that City Council authorize and direct preparation of legislation accepting these public improvements.

Discussion:

This project to create a public street located on the west side of the Emerald Lakes Subdivision (west of Pleasant Avenue) was developed by K&M Communities, LLC as Emerald Lakes Section 4. This is a thirty (30) lot subdivision with no lots remaining for development. This project involved the construction of approximately 1300 feet of new road ending in a cul-de-sac at either end and intersecting Edmorr Way. Included in this work was asphalt pavement with an aggregate base, curb and gutter, storm sewer, sanitary sewer, waterline, and sidewalk. This project was inspected by the Public Works Department and the Public Utilities Department to make sure that any previously noted deficiencies have been addressed. The developer has completed all items including sidewalk and street trees. The City will now accept public ownership and maintenance of these assets.

All maintenance and performance bonds will be released upon Council acceptance.

The dedication plat for this street was approved and accepted by Planning Commission in 2020.

Financial Impact:

None

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Emerald Lake Section 4
2. Section 4 Exhibit
3. Emerald Lakes Section 4-ord

9586-464

DEDICATION STATEMENT: THE UNDERSIGNED, BEING THE OWNER OF PART OF LOT #525 (9.952 ACRES) AND PART OF LOT #335 (2.686 ACRES) AS KNOWN AND DESIGNATED ON THE REVISED LIST OF LOTS IN THE BUTLER COUNTY RECORDER'S OFFICE AND SITUATED BETWEEN THE MIAMIS, SECTIONS 2 AND 3, TOWN 1, RANGE 2, IN THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO, DOES HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS EMERALD LAKE, SECTION FOUR AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARE THE SAME TO BE FREE AND UNENCUMBERED.

THE TITLE ACQUIRED BY: OFFICIAL RECORD 9517, PAGE 1860

OWNER: K&M COMMUNITIES, LLC

SIGNATURE: [Signature] PRINTED NAME & TITLE: Kevin R. Keyes, Managing Member

THIS IS AN ACKNOWLEDGMENT CERTIFICATE; NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER WITH REGARD TO THIS NOTARIAL ACT.

STATE OF: Ohio

COUNTY OF: Butler

BE REMEMBERED THAT ON THIS 15 DAY OF December, 2020, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME K&M COMMUNITIES, LLC, AS REPRESENTED BY Kevin Keyes, ITS Managing Member, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: [Signature] My Commission Expires: 3-13-21

UTILITY EASEMENTS:

EASEMENTS ON SAID PLAT, DESIGNATED AS UTILITY EASEMENTS, ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER PURPOSES; FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE AND UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI-PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS; THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS; AND TO CUT, TRIM, OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR 4) CREATE A HAZARD.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER USES AS DESIGNATED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWERS, PIPELINES FOR THE SUPPLYING OF WATER, CABLE TELEVISION, AND FOR ANY OTHER PUBLIC OR QUASI-PUBLIC UTILITY OR FUNCTION CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY METHODS BENEATH OR ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID EASEMENTS.

THE CITY OF FAIRFIELD DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE FEET (5') OF THE CENTERLINE OF ANY SANITARY SEWER MAIN OR WATER MAIN.

PRIVATE DRIVEWAYS, PARKING LOTS AND OTHER PAVED AREAS, EARTHEN BERMS, OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURB STOPS, METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

ALL SANITARY SEWERS SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE SAME CHARGES AND SAME RATES AS REQUIRED FOR THE CITYWIDE SYSTEM.

TYPICAL FIVE FOOT (5') DRAINAGE EASEMENT TO BE PROVIDED ON BOTH SIDES OF EVERY LOT LINE, INSIDE THE PLATTED AREA, NOT PRESENTLY LABELED WITH AN EASEMENT.

ALL PUBLIC IMPROVEMENTS INCLUDED AS PART OF THIS SUBDIVISION SHALL BE CONSTRUCTED AND DESIGNED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE DESIGN, CONSTRUCTION AND MATERIAL SPECIFICATION HANDBOOK FOR FAIRFIELD, OHIO AND ALL OTHER APPLICABLE ORDINANCES BY THE CITY OF FAIRFIELD.

THE STREETS AS SHOWN IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITHIN ONE YEAR FROM THE DATE THE PLAT IS APPROVED BY THE CITY OF FAIRFIELD AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR ONE YEAR FROM THE DATE THE CONSTRUCTED SHEETS ARE APPROVED BY THE CITY COUNCIL.

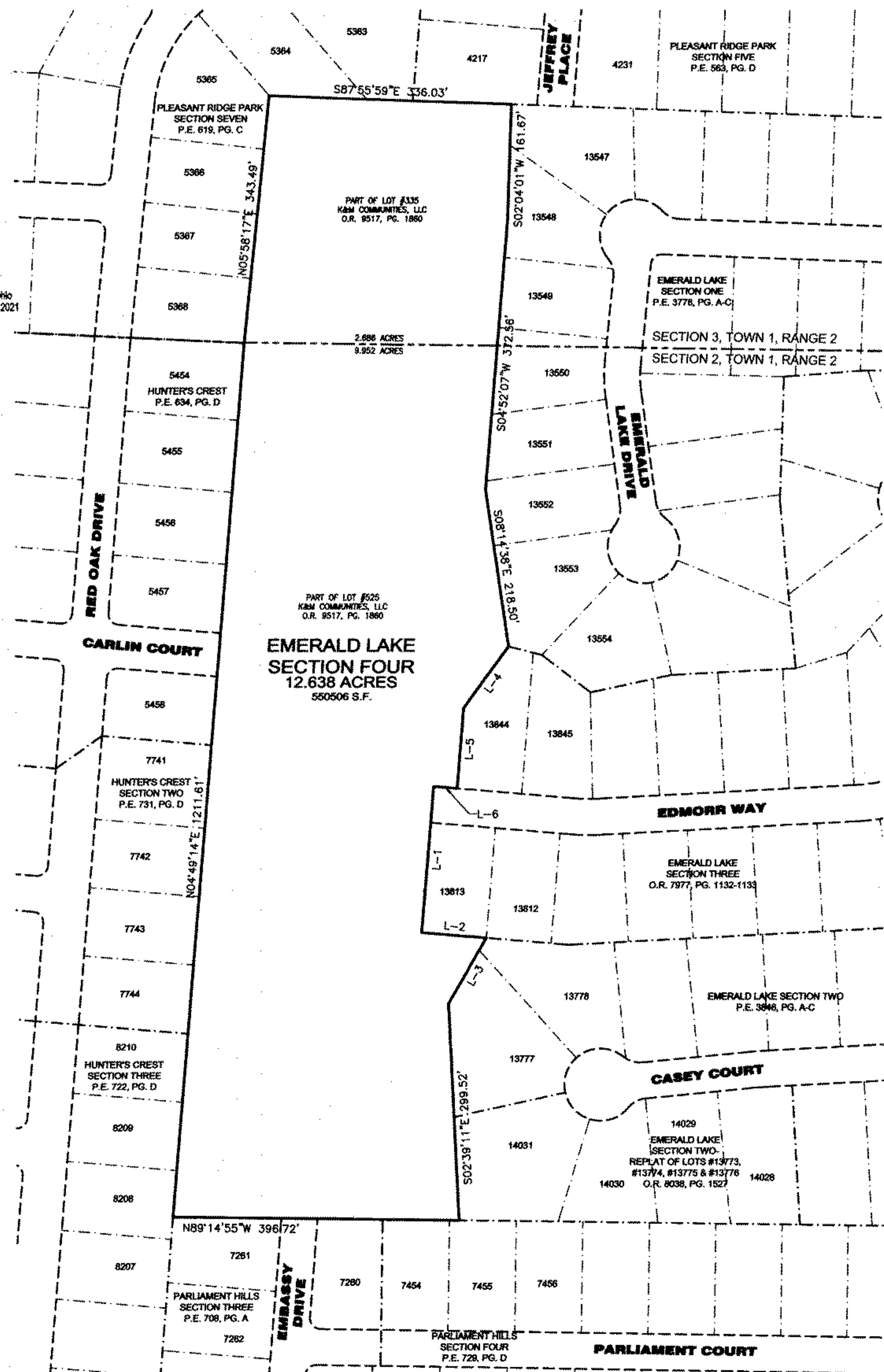
THE LOTS ARE NUMBERED 14155 TO 14184 INCLUSIVE AND SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIVE PROVISIONS AS SET FORTH IN OFFICIAL RECORD PAGE OF THE BUTLER COUNTY, OHIO RECORDS.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

PEDESTRIAN WALKWAY EASEMENT:

THE PEDESTRIAN WALKWAY EASEMENT IS PROVIDED FOR THE BENEFIT OF ACCESS AND EGRESS FOR THE GENERAL PUBLIC IN PERPETUITY. THE CITY OF FAIRFIELD DOES NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, OR REPAIR OF THE PEDESTRIAN WALKWAY.

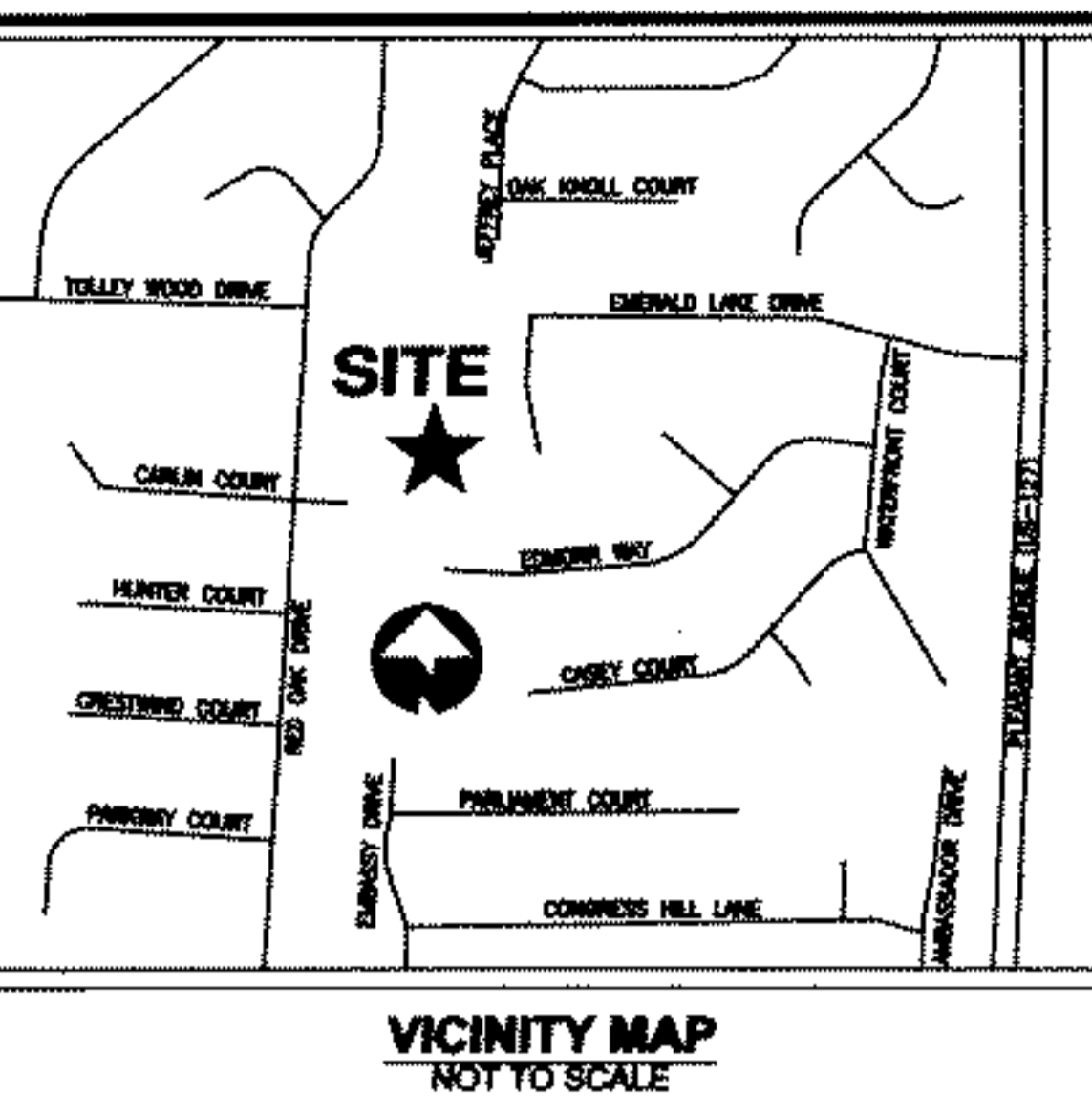
EMERALD LAKE SECTION FOUR BEING A REPLAT OF PART OF LOT #525 & PART OF LOT #335 BETWEEN THE MIAMIS SECTIONS 2 & 3, TOWN 1, RANGE 2 CITY OF FAIRFIELD, BUTLER COUNTY, OHIO



LINE TABLE with columns: Line, Direction, Distance. Rows L-1 to L-6.

BENCHMARK FOUND MAG NAIL ON THE WESTERLY TERMINUS OF EDMORR WAY AND ALSO BEING ON THE WESTERLY BOUNDARY OF EMERALD LAKE, SECTION THREE ELEVATION = 771.80

SHEET INDEX 1: TITLE 2: PLAT & TABLES



OWNER: K&M COMMUNITIES, LLC 1788 HAPPY VALLEY DRIVE FAIRFIELD, OHIO 45014 SURVEYOR: BAYER BECKER 8600 TYLERSVILLE ROAD, SUITE A MASON, OHIO 45040 513-336-6600

DUKE GRANT OF UTILITY EASEMENT:

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNATED UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES").

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED.

MINIMUM OPENING ELEVATIONS

ON ANY LOTS WITH AN IDENTIFIED MINIMUM OPENING ELEVATION (M.O.E.), NO DOOR, WINDOW, VENT, OR OTHER OPENING THROUGH THE WALL OF ANY STRUCTURE SHALL BE LOCATED BELOW THE MINIMUM ELEVATION NOTED ON THE AFFECTED LOT(S). IF THE BASEMENT FLOOR IS BELOW THE NOTED ELEVATION, IT IS THE RESPONSIBILITY OF THE BUILDER TO PROVIDE A SUMP WELL AND SUMP PUMP, WHICH SHALL DISCHARGE ON THE LOT AT OR ABOVE THE NOTED ELEVATION.

PLAT ALTERATIONS & TRANSFERS:

ANY LOT TRANSFERRED SHALL HAVE A MINIMUM WIDTH AND AREA SUBSTANTIALLY THE SAME AS SHOWN ON THE ACCOMPANYING PLAT AND ONLY ONE PRINCIPAL BUILDING WILL BE PERMITTED ON ANY SUCH LOT.

ANY CHANGE TO OR ALTERATION OF THIS PLAT, INCLUDING THE SPLITTING OF ANY LOT TO CREATE A NEW BUILDING SITE, SHALL REQUIRE PLANNING COMMISSION APPROVAL AS A REPLAT.

NOTES

- 1. BASIS OF BEARING: SURVEY VOLUME 57, PAGE 122
2. PRIOR DEED REFERENCE: OFFICIAL RECORD 9517, PAGE 1860
3. ALL SET IRON PINS ARE 5/8" DIAMETER X 30" LONG REBAR, CAPPED "BAYER BECKER."
4. OCCUPATION IN GENERAL MATCHES SURVEY, UNLESS OTHERWISE NOTED.
5. ALL EXISTING MONUMENTS ARE IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
6. REFERENCES: PLAT ENVELOPE 583, PAGE D PLAT ENVELOPE 618, PAGE C-D PLAT ENVELOPE 643, PAGE D PLAT ENVELOPE 708, PAGE A PLAT ENVELOPE 722, PAGE D PLAT ENVELOPE 731, PAGE C PLAT ENVELOPE 771, PAGE C PLAT ENVELOPE 3778, PAGES A-C PLAT ENVELOPE 3846, PAGES A-C OFFICIAL RECORD 7977, PAGE 1132 OFFICIAL RECORD 8038, PAGE 1527 SURVEY VOLUME 57, PAGE 122

PARCEL NUMBER A0700-020-000-001 (PART LOT #525)

DEED REFERENCE: OFFICIAL RECORD 9517, PAGE 1860 ORIGINAL ACRES (SURVEY VOLUME 57, PAGE 122): 9.952 ACRES EMERALD LAKE, SECTION FOUR: 9.952 ACRES REMAINING ACRES: 0.000 ACRES

PARCEL NUMBER A0700-011-000-007 (PART LOT #335)

DEED REFERENCE: OFFICIAL RECORD 9517, PAGE 1860 ORIGINAL ACRES (SURVEY VOLUME 57, PAGE 122): 2.686 ACRES EMERALD LAKE, SECTION FOUR: 2.686 ACRES REMAINING ACRES: 0.000 ACRES

CITY OF FAIRFIELD PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF FAIRFIELD PLANNING COMMISSION ON THIS 12th DAY OF October, 2020.

BUTLER COUNTY AUDITOR

ENTERED FOR TRANSFER Jan 28 A.D. 2020 TRANSFERRED February 1 A.D. 2020 ROYCE REYNOLDS AUDITOR, BUTLER COUNTY, OHIO BY: K. Wilson DEPUTY

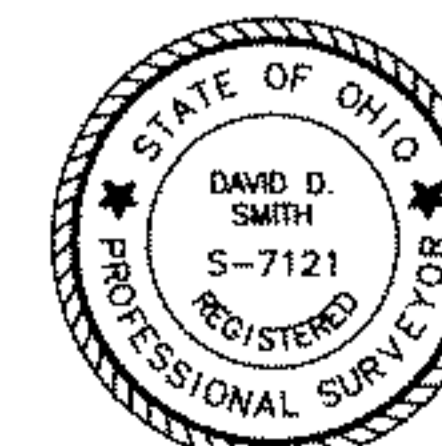
BUTLER COUNTY RECORDER

FILED FOR RECORD 2-1-2021 AT 12:40 P.M. RECORDED 2-1-2021 AT 12:40 P.M. OFFICIAL RECORD 9586 PAGES 464 DAMMY N. CRANK RECORDER, BUTLER COUNTY, OHIO BY: SANDY BABET DEPUTY FILE 2021-00006134 FEE \$172.80

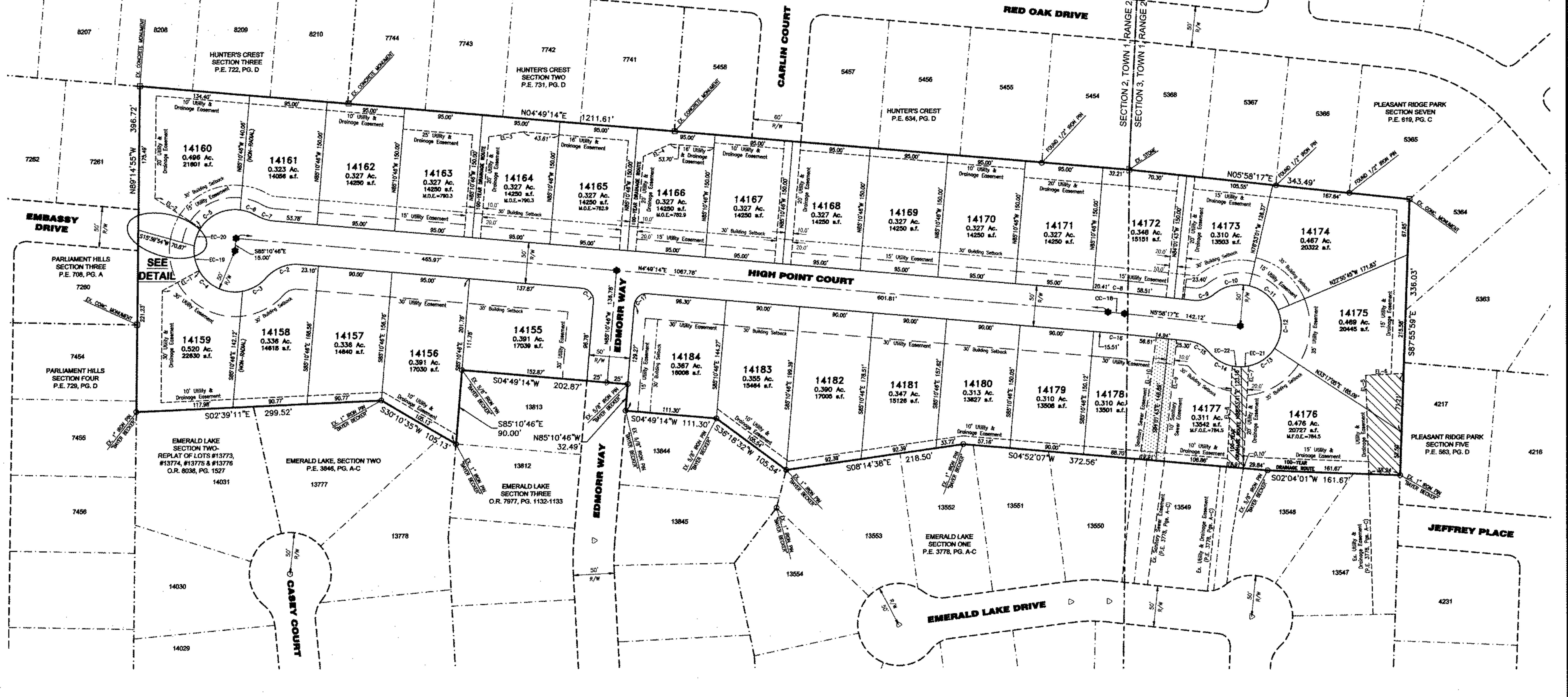
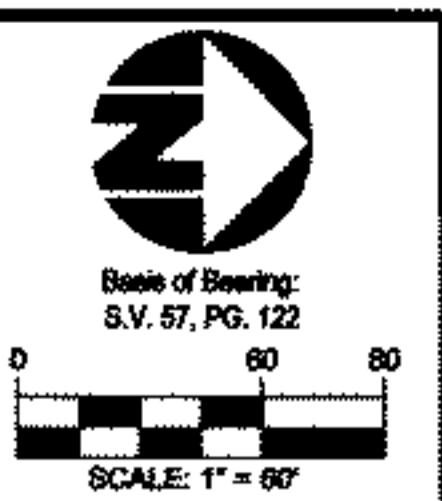
SURVEYOR'S CERTIFICATE:

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR "EMERALD LAKE, SECTION FOUR"; ALL MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT; AND THAT THE SUBDIVISION ORDINANCE NO. 141-83 OF THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO HAS BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

DAVID DOUGLAS SMITH, P.S. PROFESSIONAL SURVEYOR #7121 IN THE STATE OF OHIO



Vertical sidebar containing: Scale 1"=100', SHEET INDEX, OWNER, SURVEYOR, CITY OF FAIRFIELD PLANNING COMMISSION, BUTLER COUNTY AUDITOR, BUTLER COUNTY RECORDER, SURVEYOR'S CERTIFICATE, and Bayer Becker logo.



CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	90°00'00"	15.00'	23.56'	N49°49'14"E 21.21'
C-2	53°07'48"	50.00'	46.38'	N21°44'40"W 44.72'
C-3	37°56'38"	50.00'	33.11'	N29°20'15"W 32.51'
C-4	107°02'44"	50.00'	93.41'	N43°08'25"E 80.41'
C-5	90°51'42"	50.00'	79.29'	S37°53'21"E 71.24'
C-6	23°07'15"	50.00'	20.18'	S19°06'08"W 20.04'
C-7	25°50'31"	50.00'	22.55'	S17°44'30"W 22.36'
C-8	1°09'03"	1025.00'	20.59'	S05°23'46"W 20.59'
C-9	45°05'57"	35.00'	27.55'	S16°34'41"E 26.84'
C-10	52°14'38"	50.00'	45.59'	S13°00'20"E 44.03'
C-11	53°57'16"	50.00'	47.08'	S40°05'37"W 45.36'
C-12	56°12'50"	50.00'	46.06'	N84°48'20"W 47.11'
C-13	55°38'36"	50.00'	48.53'	N28°54'37"E 48.65'
C-14	52°10'33"	50.00'	45.53'	N24°58'58"E 45.97'
C-15	45°05'57"	35.00'	27.55'	N28°31'16"E 26.84'
C-16	1°09'03"	975.00'	19.58'	N05°23'46"W 19.58'
C-17	90°00'00"	15.00'	23.56'	N49°10'46"W 21.21'

CENTERLINE CURVE TABLE

Curve	Delta	Radius	Length	Chord
CC-18	1°09'03"	1000.00'	20.09'	S05°23'46"W 20.09'

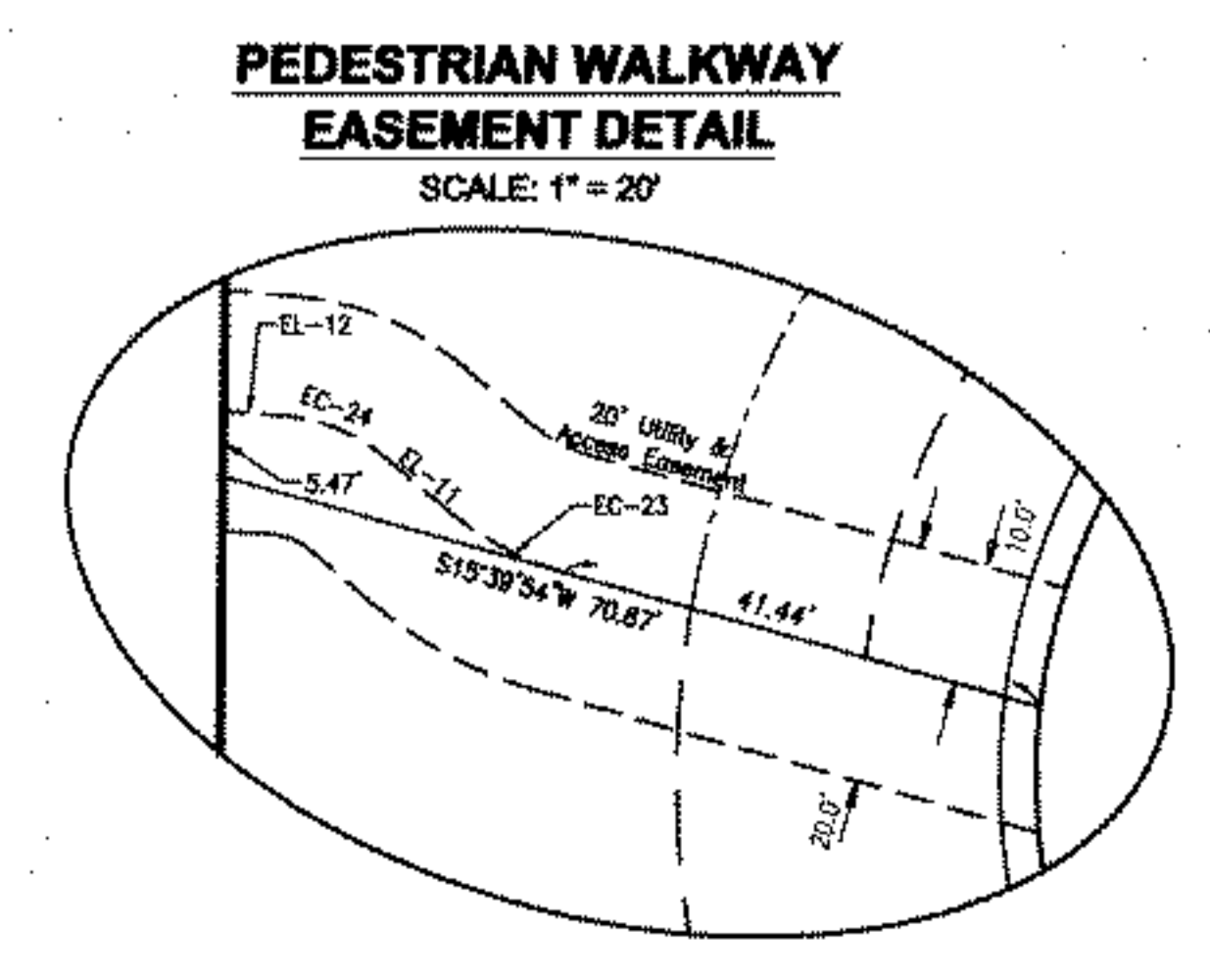
EASEMENT CURVE TABLE

Curve	Delta	Radius	Length	Chord
EC-19	35°23'32"	50.00'	30.89'	N78°59'01"E 30.40'
EC-20	26°24'23"	50.00'	23.04'	S70°07'01"E 22.84'
EC-21	10°36'45"	50.00'	9.25'	N06°24'41"W 9.25'
EC-22	12°29'57"	50.00'	10.91'	N05°08'40"E 10.89'
EC-23	24°40'14"	25.00'	10.76'	S28°00'01"W 10.68'
EC-24	35°49'58"	15.00'	9.36'	S22°25'09"W 9.23'

EASEMENT LINE TABLE

Line	Direction	Distance
EL-1	N28°42'45"W	51.32'
EL-2	N33°05'10"E	66.24'
EL-3	S08°12'04"E	42.46'
EL-4	S24°57'27"E	36.06'
EL-5	N88°20'35"E	120.16'
EL-6	N02°39'16"W	46.20'
EL-7	N86°54'16"W	124.36'
EL-8	N86°54'16"W	122.60'
EL-9	S84°01'43"E	148.70'
EL-10	S82°07'19"E	149.36'
EL-11	S40°20'08"W	6.94'
EL-12	S04°30'10"W	5.03'

- LEGEND**
- Found 5/8" Iron Pin (unless otherwise noted)
 - △ Found Spike
 - Found MAG Nail
 - ▣ Found Concrete Monument
 - ▤ Found Stone
 - Set MAG Spike
 - M.O.E. = MINIMUM OPENING ELEVATION
 - M.F.O.E. = MINIMUM FRONT OPENING ELEVATION
 - R/W = Right of Way
 - ▨ 15' Utility & Drainage Easement (P.E. 3778, Pgs. A-C)
 - ▩ Secondary Sewer Easement



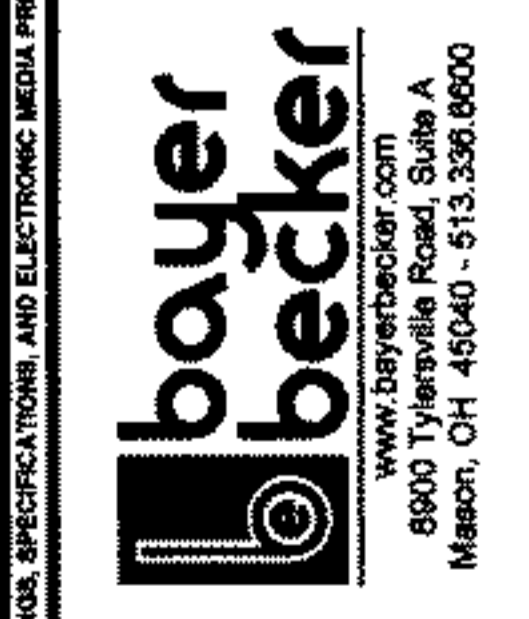
ACREAGE BREAKDOWN

TOTAL LOTS: 10.836 ACRES
 TOTAL RIGHT OF WAY: 1.802 ACRES
 TOTAL EMERALD LAKE, SECTION FOUR: 12.638 ACRES

CENTERLINE LENGTHS

EDMORR WAY: 136.78 L.F.
 HIGH POINT COURT: 1229.99 L.F.

EMERALD LAKE SECTION FOUR
 BEING A REPLAT OF PART OF LOT #828 & PART OF LOT #838
 SECTIONS 2 & 3, TOWN 1, RANGE 2
 BETWEEN THE MIAMS
 CITY OF FAIRFIELD, BUTLER COUNTY, OHIO



Drawing: 20-0099 RP
 Drawn by: PAH
 Checked by: BRJ
 Issue Date: 10-09-2020

Item	Revision Description	Date	Drawn	Checked
1	CITY OF FAIRFIELD COMMENTS	10-09-20	PAH	BRJ



DOW CT

JEFFREY P

OAK KNOLL CT

DAVID PL
JEFFERSON CT

TOLLEY WOOD DR

EMERALD LAKE DR

CARLIN CT

RED OAK DR

HIGH POINT CT

COLTAN CT

WATERFRONT CT

US-127

EDMORR WAY

HUNTER CT

CASEY CT
EDNA CT

CREST WIND CT

PARLIAMENT CT

PARK WAY CT

EMER

SSADOR DR

ORDINANCE NO. _____

ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS AND
RELEASING THE MAINTENANCE AND PERFORMANCE BONDS
FOR EMERALD LAKES SECTION 4 (HIGH POINT COURT).

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

Section 1. The Council of the City of Fairfield, Ohio does by this ordinance accept the public improvements for Emerald Lakes Section 4 (High Point Court).

Section 2. The maintenance and performance bonds for Emerald Lakes Subdivision are hereby released and the City Manager is hereby authorized to take the necessary steps to cancel the same.

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - May 26, 2026**

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

Subject:
CRA Tax Abatement for Butler County Trade Center

Legislation Title:

Ordinance to authorize the City Manager to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement, which will provide property tax incentives to NorthPoint Development, LLC for the construction of five speculative industrial buildings at the property known as the Jacquemin Farm at 8105 Seward Road and 3603 Tylersville Road, 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 pass as an emergency.

Discussion:

NorthPoint Development, a real estate development firm based in Kansas City, Missouri, plans to acquire approximately 140 acres of the Jacquemin Farm property near the intersection of Seward and Tylersville Roads. NorthPoint plans to develop a new speculative industrial park on the site, to be known as "Butler County Trade Center." The project is targeted for e-commerce, general distribution, and manufacturing companies. NorthPoint has constructed similar Class A industrial campuses in the City of Fairfield including Union Centre Logistics Park on Seward Road and Fairfield Trade Center on Firebird Drive.

NorthPoint has requested tax incentives in order to offer competitive lease rates to attract high-quality building tenants and to partially offset increased development costs due to floodplain constraints and necessary roadway and utility infrastructure improvements. Should this project proceed, NorthPoint will construct five new Class A warehouse/manufacturing buildings totaling approximately 1.29 million square feet. The cost of the new construction is anticipated to exceed \$130.7 million. NorthPoint estimates 520 employees and more than \$22.3 million in payroll will be created in the new buildings.

Approval of the ordinance would authorize the City Manager to enter into two agreements. The

first is a Community Reinvestment Area (CRA) Agreement. The CRA Agreement would provide a 10-year, 75% property tax incentive on the assessed value of the buildings. Due to the speculative nature of the project, NorthPoint has agreed to make payments to the city should building occupants not create jobs and payroll that generate income tax receipts that meet or exceed targets established in the agreement.

The second agreement is a multi-party School Compensation Agreement. NorthPoint has agreed to compensate the Fairfield City School District and Butler Tech annually, in compliance with the City’s Tax Incentive Guidelines. The Board of Education of the Fairfield City School District will consider the agreement at its meeting on May 21, 2026.

Financial Impact:

NorthPoint Development plans to construct five Class A industrial buildings, increasing income and property tax revenue and creating new jobs for the City of Fairfield.

Emergency Provision:

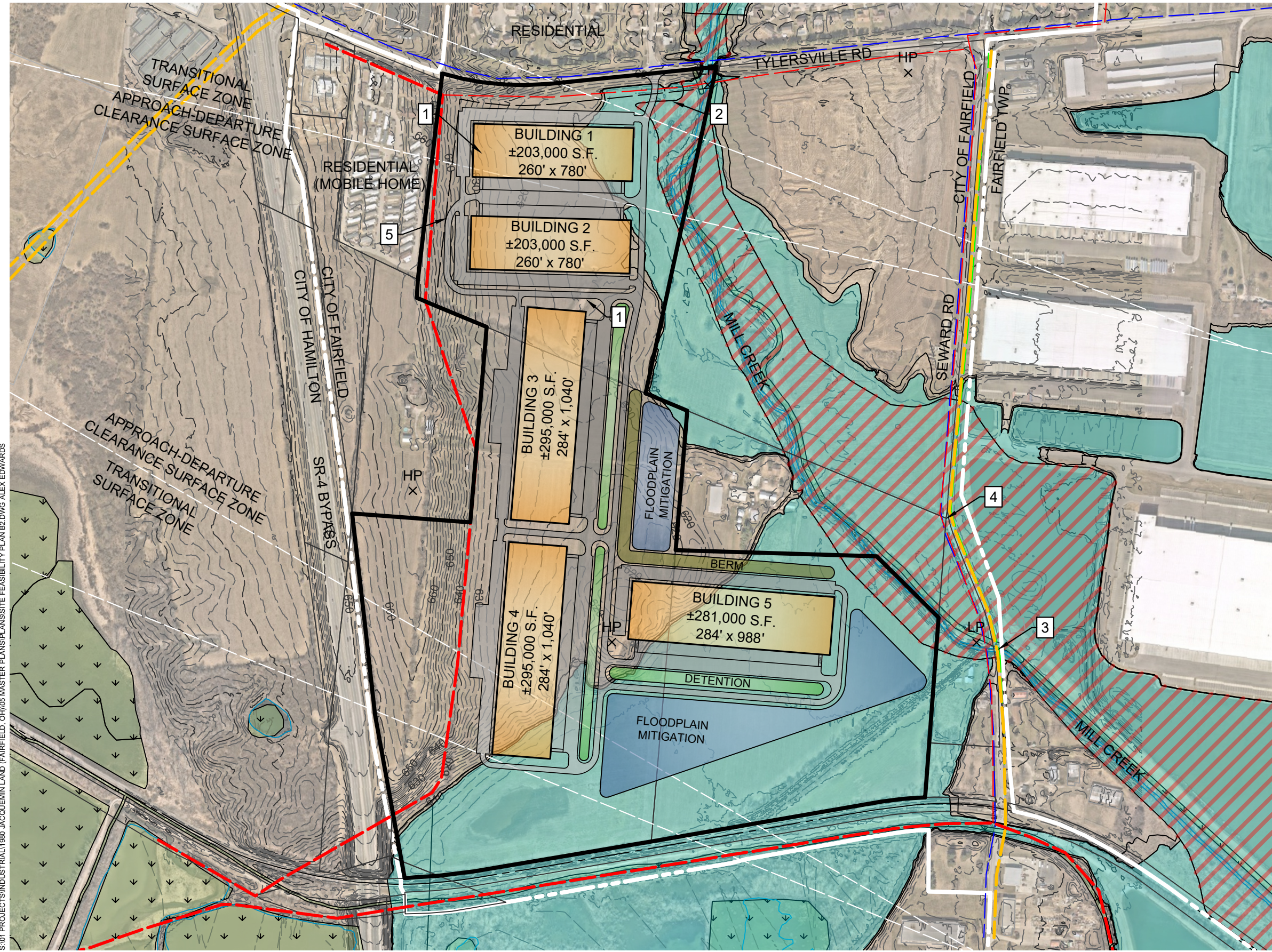
Yes - Emergency approval is recommended to ensure the project can proceed on schedule.

Rule Suspension Requested:

Yes

ATTACHMENTS:

- 1. Butler County Trade Center Site Plan
- 2. CRA Agreement - Butler County Trade Center
- 3. CRA Application - Butler County Trade Center
- 4. School Comp Agreement - Butler County Trade Center
- 5. NorthPoint Development-Community Reinvestment-Ord



SITE DATA

TOTAL SITE AREA (GROSS):	±147.1 AC.
FLOODPLAIN AREA:	±58.4 AC.
FLOODWAY AREA:	±4.7 AC.
TOTAL BUILDING AREA:	±1,277,000 SF
TOTAL BUILDING COVERAGE (GROSS):	±20%

- LEGEND**
1. IMPACT TO POSSIBLE WETLANDS IDENTIFIED IN AERIAL IMAGERY
 2. BILLBOARD
 3. BRIDGE OVER MILL CREEK
 4. END OF ROAD WIDENING FOR INDUSTRIAL USE, ROAD NARROWS TO SOUTH
 5. 100' RESIDENTIAL BUFFER

- NOTES**
- 100 FOOT BUFFER TO RESIDENTIAL PER NORTHPOINT STANDARD
 - CONCEPTUAL GRADING PLAN WILL DETERMINE EARTHWORK VOLUMES, LIMITS OF 3:1 SLOPES, RETAINING WALL LOCATIONS AND HEIGHTS
 - FLOODPLAIN MITIGATION BASED ON AREA NOT VOLUME CALCULATIONS
 - VERIFY REQUIRED FLOODPLAIN MITIGATION VOLUMES AND WETLAND MITIGATION
 - SUBMIT FAA APPLICATION TO VERIFY AIRPORT BUILDING HEIGHT RESTRICTIONS

LEGEND

GENERAL	
	STREAM
	FLOODWAY
	FLOODPLAIN
	WETLANDS
HP LP x x	ELEVATIONS (HIGH POINT, LOW POINT)
UTILITIES	
	NATURAL GAS MAIN
	POWER/ELECTRIC LINE (TRANSMISSION)
	POWER/ELECTRIC LINE
	SANITARY SEWER (GRAVITY)
	WATER MAIN
CONTOURS	
	EXISTING INDEX CONTOURS
	EXISTING INTERMEDIATE CONTOURS

S:\01 PROJECTS\INDUSTRIAL\1980 JACQUEMIN LAND (FAIRFIELD, OH)\05 MASTER PLANS\PLANS\SITE FEASIBILITY PLAN B2.DWG ALEX EDWARDS

**COMMUNITY REINVESTMENT AREA AGREEMENT
(Butler County Trade Center)**

This Community Reinvestment Area Agreement (the “Agreement”), is made and entered into as of May ____, 2026 (the “Effective Date”), by and among the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), with offices at 5350 Pleasant Avenue, Fairfield, Ohio 45014, and NorthPoint Development, LLC (the “Owner”), with its offices located at 3315 North Oak Trafficway, Kansas City, Missouri 64116. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the List of Definitions, attached hereto as Exhibit A.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the City of Fairfield, Ohio Community Reinvestment Area (the “CRA” or the “Area”, as more fully described below); and

WHEREAS, the Owner has acquired or intends to acquire the real property contained within the CRA depicted on Exhibit B, attached hereto (the “Project Site”), and intends to construct on the Project Site five office/warehouse/ and/or manufacturing buildings and related site improvements (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) (collectively, the “Project”), with the combined square footage of the Buildings estimated to total approximately 1.29 million square feet, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Fairfield City Council (the “City Council”) by Ordinance No. 173-95 adopted November 27, 1995, created the “City of Fairfield Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code (the “Original Area”) and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the “Area”) and designated the entire Area the “City of Fairfield, Ohio Community Reinvestment Area”; and

WHEREAS, effective June 5, 2008, the Director of the Department of Development of the State of Ohio determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a “Community Reinvestment Area” pursuant to that Section 3735.66; and

WHEREAS, the City, having the appropriate authority for the Project, desires to provide the Owner with the incentives set forth herein to support the development of the Project on the Project Site; and

WHEREAS, the City, subject to the terms of this Agreement, has agreed to provide the Owner with a ten year, 75% real property tax exemption applicable to the construction of each Building (collectively, the “Exemptions”)

WHEREAS, the Owner submitted to the City the agreement application attached hereto as Exhibit C (the “Agreement Application”); and

WHEREAS, the City’s Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement Application, and recommended the approval of the same to the City Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

WHEREAS, the Project Site is located in the Fairfield City School District (the “School District”), and the Board of Education of the School District and the Board of Education of Butler Tech have been notified in accordance with R.C. Sections 3735.67, 3735.671 and 5709.83, or such notice has been waived, and have been given a copy of this Agreement and the Agreement Application; and

WHEREAS, the Owner, in exchange for receiving the Exemptions, has agreed to make (A) (i) an annual payment to the School District in the amount of thirty-two percent (32%) of the value of the Exemptions received by the Owner for the preceding tax year, and (ii) an annual payment to Butler Tech in the amount equal to once cent (\$0.01) multiplied by the Calculated Square Footage of the Project (collectively, the “School District PILOT Payments”), in accordance with the School Compensation Agreement; and

WHEREAS, as required by Ohio Revised Code Section 3735.671(A), the Board of Education of the School District, pursuant to Resolution No. _____, adopted on _____, 2026 has approved this Agreement and the Exemptions granted herein; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to the foregoing premises and as follows:

1. Project and Project Investment. The Owner will purchase the Project Site composed of approximately 140 acres (Butler County parcel A0700150000005 and parts of Butler County parcels A0700150000009 and A0700150000022) as shown on Exhibit B. The approximate total cost of the construction of the Project is expected to exceed \$132,000,000 and create approximately 1.29 million square feet of office/warehouse/ and/or manufacturing space in five Buildings. The approximate expected value of machinery, equipment, furniture, fixtures and inventory to be incorporated therein is unknown at this time. The construction of the Project is currently scheduled to begin in approximately July of 2026 and to be completed by approximately December 2029. At the time of execution of this Agreement, there are no buildings and no machinery, equipment, furniture, fixtures or inventory of the Owner at the Project Site. There is also no machinery, equipment, furniture or fixtures used in another political subdivision in this State prior to the execution of this Agreement relocated or to be relocated from that political subdivision to the Project Site, and no

inventory held at another political subdivision in this State prior to the execution of this Agreement and relocated or to be relocated from that political subdivision to the Project Site. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions.

2. Job Creation. The Owner currently estimates that there will be created at the Project Site by December 31, 2029 approximately 520 full-time permanent employee positions and 0 part-time or temporary positions. The aggregate annual payroll of the aforementioned employees is estimated to be \$22,380,000. Hiring of such employees is estimated to commence in approximately 2027 and to continue incrementally over the succeeding years. There are no employees of the Owner currently located at the Project Site, and therefore, there will be no retained employees of the Owner at the Project Site due to the construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemptions (as defined in Section 4 of this Agreement). The parties to this Agreement also recognize that the employees at the Project Site may be employed by (i) the Owner, (ii) one or more entities that control the Owner, are controlled by the Owner, or are under common control with the Owner (each an “Affiliate,” and collectively, the “Affiliates”), (iii) one or more tenants of the Owner or one or more of its Affiliates, or (iv) a permitted successor or assignee of the Owner, who will also qualify as an Owner under this Agreement. The Owner currently has zero (0) employees in full-time, permanent positions at other sites in the State of Ohio (and zero (0) employees in part-time or temporary positions).

3. Tax Incentive Review Council. The Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council.

4. Real Property Tax Exemption. The Owner acknowledges that the Exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall promptly certify the Exemption to the Butler County Auditor.

The City hereby grants the Exemptions -- a ten (10) year, 75% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building at the Project Site. The Exemption commences for each Building the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No Exemption shall commence after tax year 2031 (*i.e.*, tax lien date January 1, 2031) nor extend beyond tax year 2040 (*i.e.*, December 31, 2040, with the last year of abated taxes being the taxes payable in 2041).

Each Building constructed as a part of the Project, except as provided below in Section 5, shall be treated separately for purposes of determining its qualification for an Exemption hereunder and for determining the term of such Exemption.

5. Shortfall Payments. Notwithstanding Section 4 hereof, for any Building for which the Building Revenue Target shall exceed Actual Revenue as of the Initial Compliance Date or any Compliance Date thereafter, and except as otherwise set forth in this Section, the Owner thereof hereby agrees to make a payment (the “Shortfall Payment”) to the City equal to the lesser of (i) the PILOT Amount with respect to that year, or (ii) an amount equal to property taxes exempted pursuant to this Agreement for the Building for that year, net of any School District PILOT Payments made or to be made for that year.

The Shortfall Payment may be assessed no more than once for each calendar year during which a Building is subject to an Exemption (the “Shortfall Assessment Period”). If for any year during the Shortfall Assessment Period the Owner is required to pay a Shortfall Payment for a Building pursuant to this Section, the City shall prepare and deliver a single invoice to the Owner of that Building (the “Shortfall Invoice”). The Owner’s payment of the Shortfall Payment shall be due within sixty (60) days after the date the Owner receives the Shortfall Invoice.

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

In the unlikely event of an overpayment or underpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, the Owner shall provide notice to the City of the overpayment or underpayment within thirty (30) days after values are finally determined and all applicable appeal periods have expired. The parties shall work together to confirm the amount of the overpayment or underpayment and to provide for a refund or credit to the Owner or for an additional payment to the City as soon as reasonably practicable. Except as set forth in this paragraph with respect to overpayment of a Shortfall Payment as a result of a property tax valuation complaint or appeal, Shortfall Payments are not refundable.

6. Impact Fee to City. The Owner shall pay to the City an initial impact fee of five thousand dollars (\$5,000.00), to be deposited in the city’s Transformative Economic Development Fund (414), and shall not be required to pay any annual fees under Ohio Revised Code Section 3735.671(D).

7. Payment of Other Taxes. The Owner shall pay such real property taxes as are not exempted under this Agreement and are charged against any part of the Project Site, and shall file all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, the Exemptions are rescinded beginning with the year for which such failure to pay taxes or file such reports as required occurs and thereafter until such taxes are paid and such reports are properly filed.

8. City Cooperation to Claim and Maintain Exemption. The City shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain Exemptions from taxation granted under this Agreement including without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Exemptions.

9. Continuation of Exemption under Certain Circumstances. If for any reason the CRA designation expires, the Director of the ODOD revokes certification of the Area or the City revokes the designation of the Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement beyond all applicable notice and cure periods and the City terminates or modifies the Exemptions from taxation granted herein pursuant to Section 10 of this Agreement.

10. Modification of Exemption for Material Failure. If the Owner materially fails to fulfill its material obligations under this Agreement and the Owner does not cure such failure within the periods specified in this Section following delivery to it of written notice by the City describing such failure in reasonable detail, or if it is finally adjudicated that the Owner's certification as to delinquent taxes required by Sections 11 and 12 of this Agreement is fraudulent, the City may terminate or modify the Exemptions granted under this Agreement; provided, however, that, except as provided in Sections 16 and 17 of this Agreement, the City shall not terminate or modify an Exemption for a Building if the City has timely received all amounts required under Section 5 of this Agreement for that Building. For any written notice from the City to the Owner describing in reasonable detail the Owner's material failure to fulfill any of its obligations under this Agreement, the Owner shall have ninety (90) days to correct that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof. Prior to the City undertaking any action to terminate or modify the Exemption for any Building afforded to the Owner under this Agreement, the City and the Owner shall work together in good faith to modify this Agreement so that the Owner is afforded the benefits intended hereunder. An example of such modification could be the suspension (but not cancellation) of the Exemption provided in Section 4 in order to allow the Owner time to find a user(s) for the Project. Except in a circumstance in which the Owner's certification as to delinquent taxes as described in this Section is finally adjudicated to be fraudulent, the Owners shall have the option of curing any material failure to fulfill its obligations by making a payment equal to the Shortfall Payment for the applicable year.

11. Certification of No Delinquent Taxes. The Owner hereby certifies that at the time this Agreement is executed, the Owner (i) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe any delinquent taxes for which it is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) has not filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, and (iii) is not aware of any such petition having been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. If the Owner is the owner of properties where tenants are responsible for the payment of taxes, and may not have knowledge of tax payment delinquencies resulting from the failure of tenants to make tax payments and for which notice has not yet been sent to the Owner, the Owner is not in violation of this section. To the best of its knowledge, the Owner has not received such a notice.

12. Further Representations. The Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys

to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due.

13. Assignment and Transfer; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. “Permitted Transferee” as used herein means: (i) each person or entity, except the Owner, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); (ii) any entity affiliated with the Owner or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to Affiliates); and/or (iii) any successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive the Exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the City an Assignment and Assumption Agreement (the “Assumption Agreement”) in substantially the form attached hereto as Exhibit D, wherein such Permitted Transferee (i) assumes all obligations of the Owner under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the City of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to Exemptions, and obligations, as an “Owner” under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The City agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

(b) As used herein, “Prior Owner” means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the City of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

14. City Council Approval. The Owner and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Ordinance No. _____ adopted by the City Council on May ____, 2026.

15. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Owner commits to follow non-discriminatory hiring practices with respect to their respective operation of the Project and acknowledges that no individual may be denied employment at the Project solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation for Violation of Ohio Revised Code 3735.671 or 5709.62. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Owner, any successor or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. No False Statements. The Owner affirmatively covenants that it has made no false statements to the State or City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Owner has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1).

18. Estoppel Certificate. Upon request of the Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee of the Project site a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

19. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Fairfield
Attn: Development Services
5350 Pleasant Avenue
Fairfield, Ohio 45014

If to the Owner, to:

NorthPoint Development, LLC
Attn: LEGAL DEPT
3315 North Oak Trafficway
Kansas City, Missouri 64116

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

21. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

22. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

23. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

24. Forum and Venue. Unless otherwise required by law, any legal action by any Party for claims arising under or related to this Agreement must be instituted in the state or federal courts of appropriate jurisdiction for Butler County, Ohio, or any appellate courts therefrom.

IN WITNESS WHEREOF, the City of Fairfield, Ohio by its City Manager and pursuant to Ordinance No. _____ adopted _____, 2026 has caused this instrument to be executed as of this _____ day of _____, 2026, and NorthPoint Development, LLC has caused this instrument to be executed as of this _____ day of _____, 2026, with the Agreement to be effective as of the Effective Date.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Scott W. Timmer, City Manager

NorthPoint Development, LLC, a Missouri
limited liability company

By _____
Nathaniel Hagedon, Manager

Approved as to form:

Approved as to content:

John H. Clemmons
Fairfield City Law Director

Greg Kathman
Fairfield Development Services Director

Exhibit A

List of Definitions

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

“Building Completion Date” means, with respect to any Building, the date on which the certificate of occupancy for such Building was issued.

“Building Revenue Target” means for any Building, as of the Initial Compliance Date or any Compliance Date thereafter, \$0.315 (thirty-one and five-tenths cents) of income tax withholding per each C.S.F. payable for the calendar year of the Initial Compliance Date or any Compliance Date thereafter during the period in which the Building is subject to an Exemption; provided, for purposes of this definition all calculations shall at all times be based upon an assumed City municipal income tax rate of 1.5% (one and one-half percent).

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

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

“Force Majeure” means,

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

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

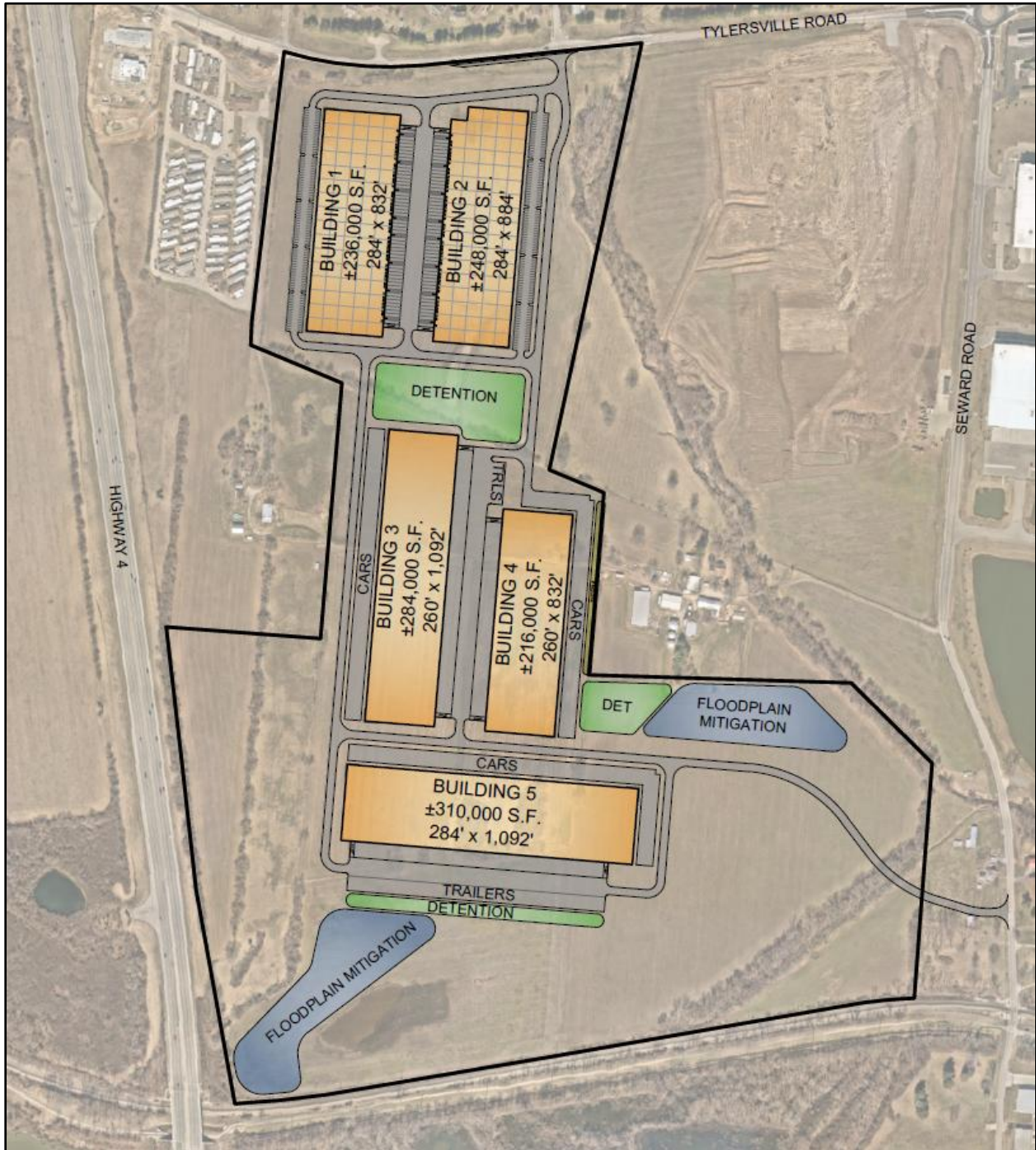
“Initial Compliance Date” means, with respect to any Building, the earlier to occur of (i) the first December 31st for which the Actual Revenue of such Building equals or exceeds the Building Revenue Target or (ii) the first December 31st occurring 36 months after the Building Completion Date for such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

“Owner” means the applicant and/or any transferees, assignees, or successors in interest, all pursuant to the terms of the Agreement.

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

Exhibit B

Map of Project Site



Legal Descriptions of Project Site

(to be inserted)

Exhibit C

Agreement Application

(Attached Hereto)

Exhibit D

[Form of Assumption Agreement]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the CITY OF FAIRFIELD, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), with offices at 5350 Pleasant Avenue, Fairfield, OH 45104; NorthPoint Development, LLC (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Company and the City, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the Fairfield City Council (the “City Council”) by Ordinance No. 173-95 adopted November 27, 1995, created the “City of Fairfield Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code (the “Original Area”) and by Ordinance No. 48-08 adopted April 28, 2008, amended and expanded the designation of the Original Area to include certain other property within the City (collectively, with the Original Area, the “Area”) and designated the entire Area the “City of Fairfield, Ohio Community Reinvestment Area”; and

WHEREAS, the City Council, by Ordinance _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on _____, the Company and the City entered into the _____ CRA Agreement, concerning the Project Site as defined in the CRA Agreement (as particularly described in Exhibit B to the CRA Agreement); and

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit B, may be referred to hereinafter as the “Transferred Property”) to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the “Transfer Date”), and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 13 of the CRA Agreement; and

WHEREAS, in connection with the CRA Agreement, the Owner entered into the School Compensation Agreement, which provides for School District PILOT Payments;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Company contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 3 (“Tax Incentive Review Council”), Section 7 (“Payment of Other Taxes”), Section 11 (“Certification of No Delinquent Taxes”), and Section 17 (“No False Statements”).

2. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 13(B) of the CRA Agreement, the Company is released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. The Company and the Successor acknowledge the obligations set forth in the School Compensation Agreement, which the Company and the Successor have addressed or will address in a separate partial assignment and assumption agreement.

7. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 19 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

CITY OF FAIRFIELD, OHIO

By: _____
City Manager

Approved as to form:

Law Director

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a _____

By: _____

Print Name: _____

Title: _____

OHIO CRA PROGRAM APPLICATION

City of Fairfield

OHIO DEPARTMENT OF DEVELOPMENT OHIO COMMUNITY REINVESTMENT AREA ZONE PROGRAM

PROPOSED AGREEMENT for Community Reinvestment Area tax incentives between the City of Fairfield located in the County of Butler and Enterprise 1 and Enterprise 2 (Enterprise 3 needed?).

1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Enterprise 1

NorthPoint Development, LLC
enterprise name

Joe Bowers
contact person

816-830-3475
telephone number

3315 N Oak Trafficway
Kansas City, MO
address

MO
State that company was incorporated in

Enterprise 2

enterprise name

contact person

telephone number

address

State that company was incorporated in

1b. Project site:

Enterprise 1

Joe Bowers
contact person

816-830-3475
telephone number

8105 Seward Road, Fairfield, OH
address

Enterprise 2

_____ contact person

_____ telephone number

_____ address

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Construction of Class A industrial warehouse and development for distribution and manufacturing
- 2b. List primary 6 digit NAICS # 49311
Business may list other relevant SIC numbers.
- 2c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and employment positions to be transferred)
NA
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
LLC
3. Name of principal owner(s) or officers of the business (attach list if necessary).
Nathaniel Hagedorn, Founder/CEO
4. Is business seasonal in nature? Yes ___ No X
- 5a. State the enterprise's current employment level at the proposed project site:
0
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact Ohio Department of Development early in the discussions.
Yes _____ No X
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
0
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: NA
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
NA
- 6a. Has the Enterprise previously entered into a tax incentive agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes _____ No X
- 6b. If yes, list the local legislative authorities, date, and term of the incentives for each tax incentive agreement: _____
7. Does the Enterprise owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes _____ No X
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes _____ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
Yes _____ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary). _____
8. Project Description (attach additional pages if necessary):
NorthPoint will be constructing five class-A industrial speculative buildings on the property that will be marketed to manufacturers , warehouse and distribution companies
9. Project will begin August 2026 and be completed August 2029 provided a tax exemption is provided.
- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):
520

- 10b. State the time frame of this projected hiring: Hiring estimated to begin August 2026 and conclude August 2031
- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): 520 permanent employees
- 11a. Estimate the amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- | | |
|----------------------|-----------------------|
| \$ <u>22,380,000</u> | Full Time (permanent) |
| \$ _____ | Part Time (temporary) |
| \$ _____ | Permanent |
| \$ _____ | Temporary |
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:
 \$ 0 (The annual payroll of **existing** Ohio jobs before expansion into a new facility in the City of Fairfield.)
12. Market value of the existing facility as determined for local property taxation.
NA
- 13a. Business's total current investment in the facility as of the proposal's submission.
\$482,000
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average dollar value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
 \$ 0
14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | |
|--|----------------------|
| A. Acquisition of Land/Buildings: | \$ |
| B. Additions/New Construction: | \$ |
| C. Improvements to existing buildings: | \$132,700,000 |
| D. Machinery & Equipment: | \$ |
| E. Furniture & Fixtures: | \$ |
| F. Inventory: | \$ _____ |
| Total New Project Investment: | \$132,700,000 |
15. Business's reasons for requesting tax incentives (be as quantitatively specific as possible)
Tax abatement is required in order to activate the property from significant site constraints including utility modifications and roadway improvements and connecting the City of Fairfield's pedestrian path across the site

Submission of this application expressly authorizes the City of Fairfield of Butler County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

NorthPoint Development, LLC

4/17/2026

Name of Enterprise

Date



Joe Bowers, Development Manager

Signature

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to final CRA Agreement as an exhibit

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Development within fifteen (15) days of final approval.

**COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT
(Butler County Trade Center)**

This agreement between the City of Fairfield, a municipal corporation with its principal office at 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter “City”), the Fairfield City School District Board of Education, a public school district with its principal offices at 4641 Bach Lane, Fairfield, Ohio 45014 (hereinafter “FCSD”), Butler Technology and Career Development Schools, a public joint vocational school district with its principal offices at 3603 Hamilton Middletown Road, Hamilton, Ohio 45011 (hereinafter “Butler Tech”), and NorthPoint Development, LLC, with its main office located at 3315 North Oak Trafficway, Kansas City, Missouri 64116 (hereinafter referred to as “Northpoint”), specifies the manner and procedure to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation relating to the Fairfield Trade Center Community Reinvestment Area project.

Whereas, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

Whereas, the City of Fairfield, by Ordinance No. 173-95 adopted November 27, 1995 designated an area within the municipality as a Community Reinvestment Area;

Whereas, effective January 4, 1996, the Director of the Ohio Department of Development determined the area designated by the municipality contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a Community Reinvestment Area;

Whereas, City has elected, pursuant to Ordinance No. _____ adopted on October ____, 2026, to grant a tax exemption to Northpoint and enter into a formal Community Reinvestment Area Agreement (the “CRA Agreement” and the exemption effected thereby being the “CRA Exemption”); and

Whereas, City provided FCSD and Butler Tech notice of the project prior to formal action as required within ORC section 3735.671 (A) (1) or 5709.83, and the FCSD approved the CRA Exemption and CRA Agreement pursuant to Resolution No. _____ adopted on _____, 2026;

Whereas, City, FCSD, Butler Tech, and Northpoint pursuant to ORC section 5709.82 elect to enter into a Compensation Agreement concerning the benefits relating to the aforementioned project.

Now Therefore, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, City, FCSD, Butler Tech and Northpoint agree as follows:

Section 1. FCSD Compensation. Northpoint shall make an annual cash payment to FCSD by March 1 of each calendar year subsequent to an exemption year in which the property received a real property tax benefit. The amount of the payment to FCSD shall be in the amount of thirty-two percent (32%) of the total value of the tax exemption received for the preceding tax

year. On or before January 31 of each year in which a payment is due by Northpoint, City and FCSD shall calculate the amount of the payment and notify Northpoint of this value via an invoice or other correspondence.

Section 2. Butler Tech Compensation. Northpoint shall make an annual cash payment to Butler Tech by March 1 during each of ten consecutive calendar years beginning with the calendar year subsequent to the first exemption year in which any portion of the property received a real property tax benefit. The amount of the payment to Butler Tech shall equal \$11,500, which is estimated at the time this agreement is executed to equal one percent (1%) of the total value of the tax exemption received annually during the exemption term.

Section 3. Waiver of Notice Provision. FCSD and Butler Tech hereby waive any notice provisions pursuant to ORC 3735.671 (A) (1) or 5709.83 for this tax exemption only.

Section 4. Amendments. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes. Should the State of Ohio significantly alter the manner in which funding is provided to local and joint vocational school districts, then all parties agree to reconsider the terms of this agreement for possible amendment.

Section 5. Entire Agreement. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

Section 6. Assignment. This agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties hereto, and their respective successors and assigns. No party shall assign this Agreement without the written consent of the other parties, except that the Owner may assign, in whole or in part, its rights and obligations under this agreement without the written consent of the other parties to any party taking an assignment, in whole or in part, of the CRA Agreement. Provided any assignee of the Owner accepts in writing all the obligations of the Owner hereunder, including but not limited to the obligation to make payments to FCSD and Butler Tech, the assigning Owner shall be released from those obligations on the effective date of the assignment.

Section 7. Notices. All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

City: City Manager
5350 Pleasant Avenue, Fairfield, Ohio 45014

FCSD: Treasurer
4641 Bach Lane, Fairfield, Ohio 45014

Butler Tech: Chief Financial Officer
3603 Hamilton Middletown Road, Hamilton, Ohio 45011

Northpoint: Regional Vice President (Ohio)
3315 North Oak Trafficway, Kansas City, Missouri 64116

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

Section 8. Severability of Provisions; Incorporation of Recitals. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted. The recitals to this agreement are incorporated herein as a part of this agreement.

Section 9. FCSD and Butler Tech agree that the only compensation to FCSD and Butler Tech with respect to the CRA Agreement and CRA Exemption is set forth in this agreement, and that FCSD and Butler Tech shall not seek or be entitled to any other compensation from the Owner or the City, unless otherwise mutually agreed to in writing signed by all parties to this agreement.

In witness thereof, the City of Fairfield by Scott W. Timmer, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2026, the Fairfield City School District Board of Education by Jay Phillips, its Treasurer, has caused this instrument to be executed this _____ day of _____, 2026, the Butler Technology and Career Development School Board of Education by Paul Carpenter, its Chief Financial Officer, has caused this instrument to be executed this _____ day of _____, 2026, and NorthPoint Development, LLC, has caused this instrument to be executed this _____ day of _____, 2026.

**FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By _____
Jay Phillips, Treasurer

NorthPoint Development, LLC, a Missouri
limited liability company

By _____
Nathaniel Hagedorn, Manager

**BUTLER TECHNOLOGY AND
CAREER DEVELOPMENT BOARD OF
EDUCATION**

By _____
Paul Carpenter, Chief Financial Officer

CITY OF FAIRFIELD

By _____
Scott W. Timmer, City Manager

Approved as to content:

Greg Kathman
Fairfield Director of Development Services

Approved as to form:

John H. Clemmons
City of Fairfield Law Director

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT WHICH WILL PROVIDE PROPERTY TAX INCENTIVES TO NORTHPOINT DEVELOPMENT, LLC FOR THE CONSTRUCTION OF FIVE SPECULATIVE INDUSTRIAL BUILDINGS AT THE PROPERTY KNOWN AS THE JACQUEMIN FARM AT 8105 SEWARD ROAD AND 3603 TYLERSVILLE ROAD AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a Community Reinvestment Area Agreement and a Community Reinvestment Area School Compensation Agreement which will provide property tax incentives to NorthPoint Development, LLC for the construction of five speculative industrial buildings at the property known as the Jacquemin Farm at 8105 Seward Road and 3603 Tylersville Road in accordance with the agreements on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the project be authorized to proceed and create additional employment as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

—

Clerk of Council

Active Clients\City of Fairfield, Ohio\Ordinances\2026\NorthPoint Development-Community Reinvestment Agr-Ord



**City Council Communication
Regular Meeting - May 26, 2026**

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

Subject:

Duke Energy Easement

Legislation Title:

Resolution authorizing the City Manager to grant a permanent easement to Duke Energy Ohio, Inc., to enable the extension of Duke electric infrastructure near the City's Wastewater Treatment Plant on Groh Lane and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the City Manager to execute a grant of a permanent easement impacting a City-owned parcel to Duke Energy Ohio, Inc. to enable the extension of electrical infrastructure near the City's Wastewater Treatment Plant on Groh Lane.

Discussion:

The City of Fairfield is nearing construction completion on its first-ever local renewable energy project - a 5-acre, 1.5 Mega-Watt-dc solar array just east of the City's wastewater treatment plant. To connect the solar array into the electrical distribution network, it is necessary that Duke Energy make some system and equipment modifications near the plant's existing electrical transformer unit and generator switchgear. To allow for these modifications, Duke Energy needs a permanent easement to impact a very small portion of the wastewater treatment plant parcel (4799 Groh Lane).

A copy of the draft easement document, including a site map (exhibit A), is included for Council review.

Financial Impact:

None.

Emergency Provision:

Yes. In order to preserve the overall solar array project schedule, and especially the necessary infrastructure improvements required for system interconnection with the existing electrical network, emergency provision is requested. Once online, the solar array will almost immediately

reduce the electric energy demand of the wastewater treatment plant by over 60%, providing significant operational savings to the City.

Rule Suspension Requested:

yes

ATTACHMENTS:

1. Easement document - Draft
2. Duke Energy Ohio Inc-res

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

Parcel # A0700009000026

EASEMENT

State of Ohio
County of Butler

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 20____, from **CITY OF FAIRFIELD, BUTLER COUNTY, OHIO**, a Ohio a body politic and corporate of the state of Ohio (“**Grantor**”, whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation (“**Grantee**”).

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

Grantor is the owner of that certain property described in Section 10, Township 1, Range 2, BTM, City of Fairfield, Butler County, State of Ohio; being a part of Lot Numbered Two Hundred Eighty (280), as recorded in **Deed Book 765, Page 363**, in the Office of the Recorder of Butler County, Ohio (“**Property**”).

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

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

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

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. [Intentionally omitted.]
5. [Intentionally omitted.]
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

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

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

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

CITY OF FAIRFIELD, BUTLER COUNTY, OHIO
an Ohio a body politic and corporate of the state of Ohio

Signed Name

Printed Name

Title

_____ OF _____

COUNTY OF _____

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

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of CITY OF FAIRFIELD, BUTLER COUNTY, OHIO, a body politic and corporate of the state of Ohio.

SEAL:



Signed: _____

Printed or Typed Name: _____

Commission expires: _____

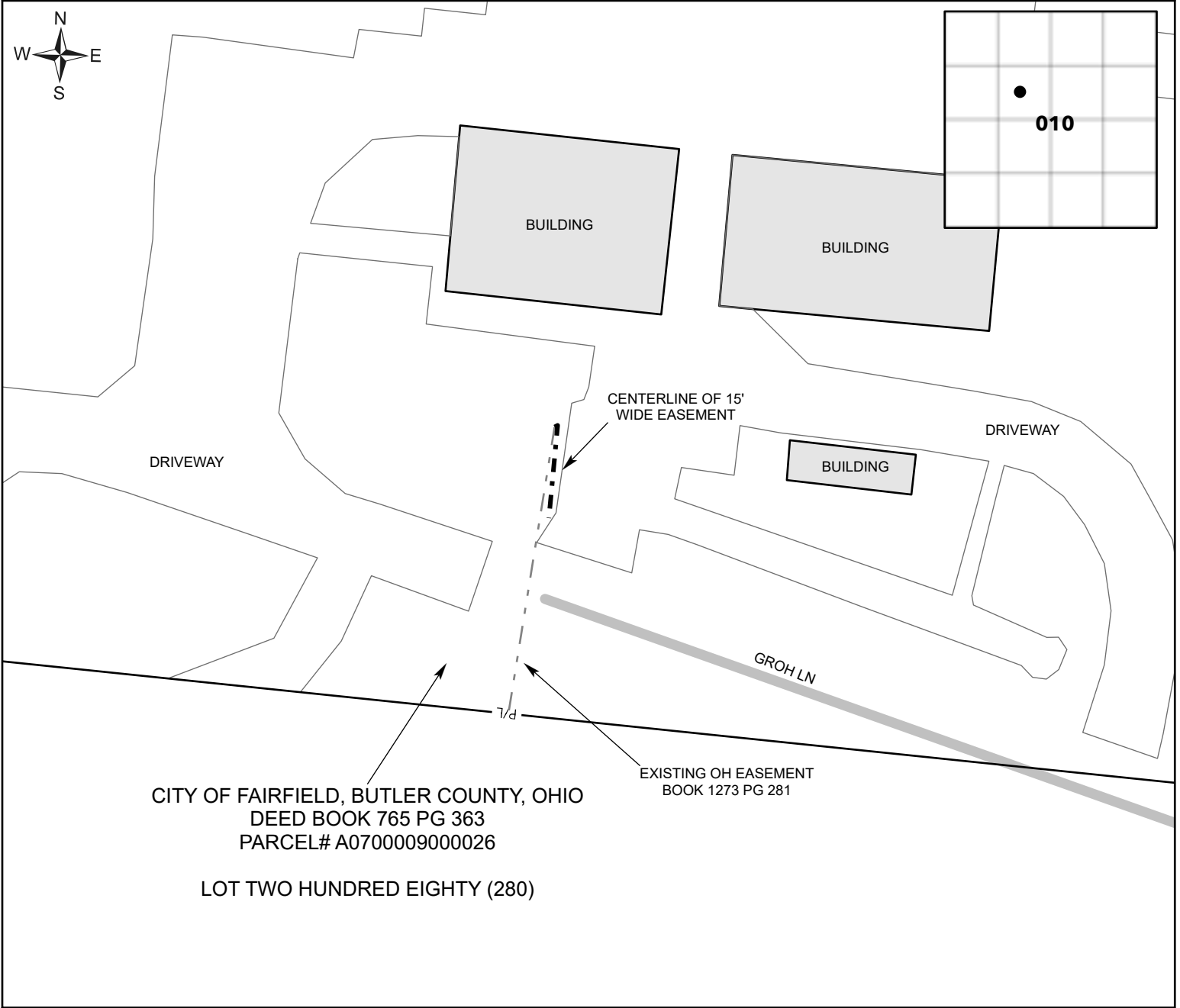
My County of Residence: _____

My Commission Number: _____

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

EXHIBIT A

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



CITY OF FAIRFIELD, BUTLER COUNTY, OHIO
 DEED BOOK 765 PG 363
 PARCEL# A0700009000026
 LOT TWO HUNDRED EIGHTY (280)

EXISTING OH EASEMENT
 BOOK 1273 PG 281

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

BUTLER COUNTY, OHIO

SITE NAME: CITY OF FAIRFIELD, SECTION 10, TOWNSHIP 1, RANGE 2, BTM

	DR.	ORC	EXHIBIT MAP OF: EASEMENT	
	CK.	ORC	EXHIBIT MAP FOR: CITY OF FAIRFIELD, BUTLER COUNTY, OHIO	
	DATE:	4/29/2026	LOCATION:	4799 GROH LN, CITY OF FAIRFIELD, OH

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT A PERMANENT EASEMENT TO DUKE ENERGY OHIO, INC., TO ENABLE THE EXTENSION OF DUKE ELECTRIC INFRASTRUCTURE NEAR THE CITY'S WASTEWATER TREATMENT PLANT ON GROH LANE AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a permanent easement to Duke Energy Ohio, Inc. for extension of utility infrastructure in accordance with the easement agreement on file in the office of the City Manager.

Section 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the infrastructure improvements are required to connect the solar array to the City's electrical network to reduce electric demand and capture significant savings to the City; wherefore, this Resolution shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Hunter Water Tank Rehabilitation Project

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with L and T Painting Inc. for the 2026 Public Utilities Hunter Water Tank Rehabilitation Project

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

Recommendation:

It is recommended that City Council authorize the City Manager to enter a contract with L and T Painting Inc. and appropriate funding in the amount of \$244,560.00 (\$203,800.00 plus a contingency of \$40,760.00) for the 2026 Public Utilities Hunter Water Tank Rehabilitation Project

Discussion:

Through this project, the City's 3.0 million gallon Hunter Road Water Storage Tank and tank foundation will be cleaned, repaired, and painted. Also included is the installation of cathodic protection, safety equipment, and other miscellaneous repairs.

The Hunter Road Water Tank is one of the City's six drinking water storage tanks, and the primary tank in the City's "Hunter/Mack" pressure zone. This pressure zone is located on the south side of the City and is home to many water customers, including Mercy Hospital of Fairfield. The Hunter Road Water Storage Tank is a critical component of the water distribution system. Coating systems are applied to water towers/tanks primarily to prevent corrosion and structural deterioration, ensuring a long service life and potable water safety. These systems create a protective barrier against rust, weathering, and UV damage, while also complying with health regulations to prevent contamination.

The project was prepared for formal competitive bidding, with nine (9) bids received and opened on 5/4/2026. Staff recommends that the bid be awarded to L and T Painting Inc., the lowest and best bidder. Bids are summarized on the attached sheet. A contractual appropriation is requested for L and T Painting Inc. in the amount of \$244,560.00 (\$203,800.00 plus a contingency of \$40,760.00). Contingency amount on this project is higher than normal; funds may be used to

cover additional costs associated with the repair of potential internal tank coating failures, especially near the tank floor and around the tank fill pipe. NOTE: Last internal inspection was performed in July 2024.

Third-party technical inspection support for this project will be provided by Dixon Engineering under a previously executed purchase order.

Rules suspension is requested to expedite project advancement. The City intends to have the contractor start working on the tank in late August 2026 – in accordance with bid specifications.

Financial Impact:

A contractual appropriation is being requested in the amount of \$244,560.00 (\$203,800.00 plus a contingency of \$40,760.00) for the 2026 Public Utilities Hunter Water Tank Rehabilitation Project. Funding for this project was included in the approved 2026-2030 Capital Improvement Program (CIP). The project number is 6WT12 – Water Tank/Tower Maintenance. The funding source is the Water Surplus Fund - 605.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

- 1. Bid_Tab_Report_2026 BX009 Public Utilities Hunter Water Tank Rehabilitation Project (1)
- 2. L and T Painting Inc.-Ord

Solicitation Information

City of Fairfield

Solicitation Number

2026 BX009 Public Utilities Hunter Water Tank Rehabilitation Project

Deadline

05/04/2026 03:00 PM EDT

Advertised

04/17/2026 01:02 AM EDT

Revised

04/28/2026 06:44 PM EDT

Description

Project Description: This project provides for the preparation and application of an exterior coating system for the City's Hunter Water Tank and tank foundation. Also included is the installation of cathodic protection, safety equipment and miscellaneous repairs. Schedule - Fall 2026.

Engineer's Estimate: \$362,000.00

Detailed Location Information: 6168 Gray Road, Fairfield, OH, 45014

Location(s)

6168 Gray Rd, Fairfield, Ohio, 45014

Bidders

Business Name	Address	Phone
Seven Brothers Painting, Inc	50805 Rizzo Dr Shelby Township, MI 48315-3249	(586) 323-7054
D & M Painting Corporation	1500 Amity Ridge Rd Washington, PA 15301-6467	(724) 229-0440
Mohon Industrial Coatings	80 Harper Cir Beechmont, KY 42323-3149	(270) 225-0181
MW Cole Construction LLC	2989 Bonifay Path The Villages, FL 32163-2200	(618) 593-6879
Viking Painting, LLC	10905 Harrison St La Vista, NE 68128-5711	(833) 847-8265
L and T Painting Inc.	50502 Hunters Creek Trl Shelby Township, MI 48317-1813	(586) 873-0761
Worldwide Industries Corp.	PO Box 1681 Butler, PA 16003-1681	(724) 283-9845
Fedewa Inc	4315 E M 79 Hwy Hastings, MI 49058-7815	(269) 838-7313
LC UNITED PAINTING CO, INC	3525 Barbara Dr Sterling Heights, MI 48310-6103	(586) 979-2855
9 Bidders		

Bid Form

Bidder	Total Quantity	Unit Price	Extension
1 Sample Tap LS			
L and T Painting Inc.	1.0000	\$2,000.00	\$2,000.00
D & M Painting Corporation	1.0000	\$600.00	\$600.00
LC UNITED PAINTING CO, INC	1.0000	\$1,500.00	\$1,500.00
Fedewa Inc	1.0000	\$400.00	\$400.00
Seven Brothers Painting, Inc	1.0000	\$2,000.00	\$2,000.00
Mohon Industrial Coatings	1.0000	\$3,000.00	\$3,000.00
Worldwide Industries Corp.	1.0000	\$4,900.00	\$4,900.00
MW Cole Construction LLC	1.0000	\$4,500.00	\$4,500.00
Viking Painting, LLC	1.0000	\$7,500.00	\$7,500.00
2 Overflow Pipe Discharge Modification LS			
L and T Painting Inc.	1.0000	\$7,000.00	\$7,000.00
D & M Painting Corporation	1.0000	\$4,800.00	\$4,800.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
2 Overflow Pipe Discharge Modification LS			
LC UNITED PAINTING CO, INC	1.0000	\$5,500.00	\$5,500.00
Fedewa Inc	1.0000	\$6,000.00	\$6,000.00
Seven Brothers Painting, Inc	1.0000	\$6,900.00	\$6,900.00
Mohon Industrial Coatings	1.0000	\$7,000.00	\$7,000.00
Worldwide Industries Corp.	1.0000	\$7,900.00	\$7,900.00
MW Cole Construction LLC	1.0000	\$6,000.00	\$6,000.00
Viking Painting, LLC	1.0000	\$6,800.00	\$6,800.00
3 Sidewall Platform LS			
L and T Painting Inc.	1.0000	\$9,000.00	\$9,000.00
D & M Painting Corporation	1.0000	\$14,000.00	\$14,000.00
LC UNITED PAINTING CO, INC	1.0000	\$9,000.00	\$9,000.00
Fedewa Inc	1.0000	\$16,000.00	\$16,000.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
3 Sidewall Platform LS			
Seven Brothers Painting, Inc	1.0000	\$13,500.00	\$13,500.00
Mohon Industrial Coatings	1.0000	\$5,000.00	\$5,000.00
Worldwide Industries Corp.	1.0000	\$12,600.00	\$12,600.00
MW Cole Construction LLC	1.0000	\$15,000.00	\$15,000.00
Viking Painting, LLC	1.0000	\$21,300.00	\$21,300.00
4 Roof Handrail and Painters Railing LS			
L and T Painting Inc.	1.0000	\$18,000.00	\$18,000.00
D & M Painting Corporation	1.0000	\$15,375.00	\$15,375.00
LC UNITED PAINTING CO, INC	1.0000	\$11,000.00	\$11,000.00
Fedewa Inc	1.0000	\$20,000.00	\$20,000.00
Seven Brothers Painting, Inc	1.0000	\$17,500.00	\$17,500.00
Mohon Industrial Coatings	1.0000	\$5,000.00	\$5,000.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
4 Roof Handrail and Painters Railing LS			
Worldwide Industries Corp.	1.0000	\$28,261.00	\$28,261.00
MW Cole Construction LLC	1.0000	\$18,000.00	\$18,000.00
Viking Painting, LLC	1.0000	\$31,500.00	\$31,500.00
5 Exterior Overcoat LS			
L and T Painting Inc.	1.0000	\$121,800.00	\$121,800.00
D & M Painting Corporation	1.0000	\$176,665.00	\$176,665.00
LC UNITED PAINTING CO, INC	1.0000	\$194,000.00	\$194,000.00
Fedewa Inc	1.0000	\$202,000.00	\$202,000.00
Seven Brothers Painting, Inc	1.0000	\$201,600.00	\$201,600.00
Mohon Industrial Coatings	1.0000	\$244,000.00	\$244,000.00
Worldwide Industries Corp.	1.0000	\$195,542.00	\$195,542.00
MW Cole Construction LLC	1.0000	\$208,000.00	\$208,000.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
5 Exterior Overcoat LS			
Viking Painting, LLC	1.0000	\$230,100.00	\$230,100.00
6 Lettering and LOGO LS			
L and T Painting Inc.	1.0000	\$9,000.00	\$9,000.00
D & M Painting Corporation	1.0000	\$6,800.00	\$6,800.00
LC UNITED PAINTING CO, INC	1.0000	\$12,000.00	\$12,000.00
Fedewa Inc	1.0000	\$8,000.00	\$8,000.00
Seven Brothers Painting, Inc	1.0000	\$16,000.00	\$16,000.00
Mohon Industrial Coatings	1.0000	\$5,000.00	\$5,000.00
Worldwide Industries Corp.	1.0000	\$14,900.00	\$14,900.00
MW Cole Construction LLC	1.0000	\$18,000.00	\$18,000.00
Viking Painting, LLC	1.0000	\$11,000.00	\$11,000.00
7 Grounding Rod Installation LS			
L and T Painting Inc.	1.0000	\$2,100.00	\$2,100.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
7 Grounding Rod Installation LS			
D & M Painting Corporation	1.0000	\$1,800.00	\$1,800.00
LC UNITED PAINTING CO, INC	1.0000	\$2,000.00	\$2,000.00
Fedewa Inc	1.0000	\$2,000.00	\$2,000.00
Seven Brothers Painting, Inc	1.0000	\$1,500.00	\$1,500.00
Mohon Industrial Coatings	1.0000	\$2,000.00	\$2,000.00
Worldwide Industries Corp.	1.0000	\$10,500.00	\$10,500.00
MW Cole Construction LLC	1.0000	\$5,000.00	\$5,000.00
Viking Painting, LLC	1.0000	\$9,000.00	\$9,000.00
8 Cathodic Protection System LS			
L and T Painting Inc.	1.0000	\$34,900.00	\$34,900.00
D & M Painting Corporation	1.0000	\$32,000.00	\$32,000.00
LC UNITED PAINTING CO, INC	1.0000	\$34,000.00	\$34,000.00

Bid Form

Bidder	Total Quantity	Unit Price	Extension
8 Cathodic Protection System LS			
Fedewa Inc	1.0000	\$30,000.00	\$30,000.00
Seven Brothers Painting, Inc	1.0000	\$36,000.00	\$36,000.00
Mohon Industrial Coatings	1.0000	\$28,000.00	\$28,000.00
Worldwide Industries Corp.	1.0000	\$51,600.00	\$51,600.00
MW Cole Construction LLC	1.0000	\$55,000.00	\$55,000.00
Viking Painting, LLC	1.0000	\$41,100.00	\$41,100.00
Item totals for Bid Form (8 Items)			Total
L and T Painting Inc.			Totals: \$203,800.00
D & M Painting Corporation			Totals: \$252,040.00
LC UNITED PAINTING CO, INC			Totals: \$269,000.00
Fedewa Inc			Totals: \$284,400.00
Seven Brothers Painting, Inc			Totals: \$295,000.00
Mohon Industrial Coatings			Totals: \$299,000.00
Worldwide Industries Corp.			Totals: \$326,203.00
MW Cole Construction LLC			Totals: \$329,500.00
Viking Painting, LLC			Totals: \$358,300.00

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH L AND T PAINTING, INC. FOR THE 2026 PUBLIC UTILITIES HUNTER WATER TANK REHABILITATION PROJECT.

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

Section 1. The City Manager is hereby authorized to enter into a contract with L and T Painting, Inc. for the 2026 Public Utilities Hunter Water Tank Rehabilitation Project in accordance with the contract on file in the office of the City Manager.

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

Passed _____ Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Jeremy Hamel, Treatment Superintendent
Department: Public Utilities

Subject:

Contract with HPT/Evoqua for the purchase of Clarifier parts

Legislation Title:

Ordinance to authorize the City Manager to enter into a contract with the Henry P. Thompson Company (HPT) for the purchase of Primary Clarifier parts necessary to maintain continuous operation and declaring an emergency.

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

Recommendation:

It is recommended that the City Council authorize the City Manager to enter into a purchasing contract with the Henry P. Thompson Company (HPT) and appropriate funding in the amount of \$93,263.00 for Primary Clarifier Upgrades to maintain the continuous operation of the Wastewater treatment process.

Discussion:

Funding is being requested for Wastewater primary clarifier upgrades. The primary clarifiers are essential to the operation at the Wastewater Plant, starting the process with removal of organic solids and floating materials. Current equipment has exceeded the operating life projections and needs replacing to maintain current operations. We own and operate an Evoqua brand system and parts are exclusive to this supplier. A proposal and sole source letter is attached for review.

Financial Impact:

A contractual appropriation in the amount of \$93,263.00 is being requested for Primary Clarifier Upgrades at the Wastewater Division. Funding for this project was included in the approved 2026-2030 Capital Improvement Program (CIP) under project 6WW17, Replace Major Process Equipment. The funding source is the Sewer Replacement and Improvement Fund (623).

Emergency Provision:

Yes, to maintain continuous operation of the wastewater treatment process.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Fairfield Ohio WWTP Evoqua Project for Tanks 3 and 4 Revised 4-15-2026
2. City Of Fairfield, OH - Sole Source Letter
3. HPT-ord



1046 Techne Center Drive, Milford, Ohio 45150-1183
Office: (513) 248-3200

QUOTATION

Page 1 of 5

TO:	Fairfield, City of 5350 Pleasant Avenue Fairfield, OH 45014	DATE:	04-15-2026
		QUOTE #:	139913
		DESC:	
		JOB:	Fairfield Ohio WWTP Evoqua Project for Tanks 3 and 4
		LOCATION:	
ATTN:	Randy Hassler	PHONE:	
		EMAIL:	rhassler@fairfield-city.org
WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF HP THOMPSON.		<input checked="" type="checkbox"/> F.O.B. FACTORY	
		<input type="checkbox"/> F.F.A. TO FIRST DESTINATION	

Fairfield Ohio WWTP Evoqua Project for Tanks 3 and 4				
Line #	Qty	Item	Unit Price	Price
01	6	W3T23565 - SHAFT-3.50"DIA. X 239.00", A108-1018 CFS; 941-29216-239.00	\$4,070.00	\$24,420.00
02	12	W3T218339 - STATIC SHFT BRKT, 3.44-3.50 D, 304/304L; 103-530	\$650.00	\$7,800.00
03	12	W2T77515 - UBOLT, 3.5" PIPE 4"I/D 3/8"-16 THD 304SS	\$45.00	\$540.00
04	76	W3T422188 - CHAIN,NCS720S-NX POLY 6"P 120" F28 ATT(1; 303-80515-6 Additional Comments: For use with 8" flights.	\$308.00	\$23,408.00
05	1	W2T319411 - TOOL-CHAIN ASSY,NCS720S/-NX/NCS360S,STL; 603-31204-80	\$278.00	\$278.00
06	31	W3T525097 - FLIGHT-SIGMA+, 3 X 8 X 235.00"LG, POLY; V19-363765-106 Additional Comments: A quantity of 38 flights total required for Tanks 3 and 4. A quantity of five (5) flights P/N W3T525097 and a quantity of four (4) flights P/N W3T525330 were ordered for Tanks 3 and 4 on SO 1053157. This leaves a remaining quantity of 29 flights P/N W3T525097 to be ordered for Tanks 3 and 4. Also, two (2) spare flights added for a total quantity of 31.	\$471.00	\$14,601.00
07	32	W2T269956 - HARDWARE KIT- 8" SIG+ FLIGHT W/RTRN SHOE; 303-60660-80	\$62.00	\$1,984.00
08	62	W2T292219 - SPACER-FLT,8"SIG+,4.81X6.81X2.88", POLY; 303-70267-1	\$9.00	\$558.00
09	8	W2T118570 - SHOE-WEAR,CARRY,3X3X 0.5 X 5.5",BLK,UHMW; 303-2099-1	\$10.00	\$80.00
10	8	W2T120477 - SHOE-WEAR,RETURN,L 3 X 3 X .5 X 4",UHMW; 303-2097-1	\$8.00	\$64.00
11	1	W3T18129 - SCUM PIPE, 12"DIA X 238.00"LG,BEO, A53; 103-401-332 Additional Comments: Both ends open	\$4,638.00	\$4,638.00
12	1	W3T21847 - SCUM PIPE-L.O.,12"DIA,240.00"TANK,OEO,A5; 503-83097-132 Additional Comments: One end open	\$5,812.00	\$5,812.00

QUOTATION FOR HP THOMPSON

Line #	Qty	Item	Unit Price	Price
13	1	Shipping	\$8,500.00	\$8,500.00
14	2	W2T119968 - SPROCKET-NH78,7T,SOLID,1.24"B,POLY,PLAIN; 403-20243-1	\$290.00	\$580.00
Total for Above Equipment:				\$93,263.00
(Tax Rate 0.000%) Total Tax:				\$0.00
Grand Total:				\$93,263.00

Notes:

 HP THOMPSON
 Scott Myers - Myers,Scott@hpthompson.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATUTE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE:

ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

A 3% processing fee will be added to the total transaction amount when payment is made by credit card. This fee is applied to cover merchant processing costs and is non-refundable. You may avoid this fee by choosing an alternative payment method, such as ACH transfer, check, or other approved forms of payment.

THE HENRY P. THOMPSON COMPANY STANDARD TERMS AND CONDITIONS

1

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to three percent (3%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR**

THE HENRY P. THOMPSON COMPANY STANDARD TERMS AND CONDITIONS**2**

ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

THE HENRY P. THOMPSON COMPANY STANDARD TERMS AND CONDITIONS

Respectfully Submitted,	We accept the offer to sell the material and equipment as quoted, in accordance with the terms and conditions herein.
Seller:	Buyer:
The Henry P. Thompson Company By: _____ Name: _____ Title _____ Date: _____	 By: _____ Name: _____ Title: _____ Date: _____



N19 W23993 Ridgeview Pkwy
Waukesha, WI 53188
Phone: 262-547-0141
Fax: 262-547-4120

Sole Source Letter

To: Randy Hassler
Company: City Of Fairfield, OH
Tel: 513-858-7760
Email: rhassler@fairfield-city.org

Date: 5/13/2026
From: Dean Wentz
Tel: 262-521-8333

This document is to confirm that Evoqua Water Technologies, LLC is the sole source provider of the Chain And Scraper Sludge Collector system replacement parts for the City Of Fairfield, OH, that were originally provided under Evoqua/ US Filter Contract 40430-01, 40430-02, V19-363765-01. The Henry P. Thompson Company is the authorized sales representative and parts provider for Evoqua Water Technologies, LLC.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Dean Wentz

Dean Wentz

Evoqua Water Technologies

dean.wentz@xylem.com

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY (HPT) FOR THE PURCHASE OF PRIMARY CLARIFIER PARTS NECESSARY TO MAINTAIN CONTINUOUS OPERATION AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with the Henry P. Thompson Company (HPT) for the purchase of primary clarifier parts necessary to maintain continuous operation in accordance with the contract on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the parts are needed to ensure that the City can maintain continuous operation of the wastewater treatment process; 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 - May 26, 2026**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Pleasant Avenue Paving Improvements Grant Application through OKI between Hunter and Wessel

Legislation Title:

Ordinance to authorize the City Manager to execute and file the application for financial assistance and enter into an agreement with OKI for a grant to fund a portion of the Pleasant Avenue Paving Improvements between Hunter and Wessel and declaring an emergency.

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

Recommendation:

It is recommended that City Council authorize the preparation of legislation, with rules suspension and emergency provision, authorizing the City Manager to execute and file the application for financial assistance, and enter into an agreement for a grant to fund a portion of the Pleasant Avenue repaving through the STBG Repaving Pilot Program Grant Application through OKI's program funding.

Discussion:

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

The City of Fairfield is working towards submitting a grant application for the paving improvements on Pleasant Avenue to be concurrent with the addition of the Pleasant Avenue multi-use path. Work will be between Hunter Road and Wessel Drive and would take place in 2027.

OKI has made available grant funding through the STBG Repaving Pilot Program with twenty percent local match required for asphalt paving projects that meet a certain criterion and need. Our application will include three inches of milling, overlay, pavement markings, and maintenance of traffic. The total funding amount allowed to be requested for this particular grant program is \$800,000.

The remainder of Pleasant Avenue will likely be paved within the next few years but has not yet

been programmed by ODOT. ODOT provides up to 80% funding on eligible paving items for State and US routes withing municipal corporations through the ODOT Urban Paving Program.

Financial Impact:

No immediate financial impact.

Emergency Provision:

Yes, the final applications are soon to be considered; therefore, a suspension of the rules and emergency provisions is being requested.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. 2026-01-30_BUT US 127 0.61 Pleasant Avenue_Stage 3 Plans
2. OKI-ord

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

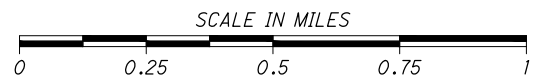
BUT US 127-0.61 PLEASANT AVE

**CITY OF FAIRFIELD
BUTLER COUNTY, OHIO**



LOCATION MAP

LATITUDE: 39° 19' 22" LONGITUDE: 84° 33' 40"



DESIGN DESIGNATION

CURRENT ADT (2025)	20,500
DESIGN YEAR ADT (2045)	21,500
DESIGN HOURLY VOLUME (2045)	2,600
DIRECTIONAL DISTRIBUTION	51.1%
TRUCKS (24 HOUR B&C)	2%
DESIGN SPEED	40 MPH (15 MPH FOR SUP)
LEGAL SPEED	35 MPH
DESIGN FUNCTIONAL CLASSIFICATION:	
ARTERIAL (URBAN) (SEE L&D VIII 1302.3)	
NHS PROJECT	NO

DESIGN EXCEPTIONS: NONE REQUIRED

ADA DESIGN WAIVERS: NONE REQUIRED

INDEX OF SHEETS:

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FEDERAL PROJECT NO.
E240669

RAILROAD INVOLVEMENT
NONE

PROJECT DESCRIPTION

THIS PROJECT INVOLVES THE INSTALLATION OF 7000 FEET OF SEPARATED SHARED-USE ASPHALT PATH ON PLEASANT AVENUE IN THE CITY OF FAIRFIELD, OHIO. PLEASANT AVENUE WILL ALSO BE RE-STRIPED TO ADJUST THE TRAVEL LANES. THE PROJECT WILL ALSO INCLUDE THE INSTALLATION OF STORM SEWERS, 2300' OF 12" WATER MAIN, GRADING, RETAINING WALLS, SIGNALIZED CROSSWALKS, AND PAVEMENT MARKINGS.

EARTH DISTURBED AREAS

PROJECT EARTH DISTURBED AREA:	4.46 ACRES
ESTIMATED CONTRACTOR E.D.A.:	0.25 ACRES
NOTICE OF INTENT E.D.A.:	4.71 ACRES

2023 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PLANS AND CHANGES LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL NOT REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY EXCEPT AS NOTED ON SHEETS XX, AND THAT PROVISIONS FOR THE MAINTENANCE AND SAFETY OF TRAFFIC WILL BE AS SET FORTH ON THE PLANS AND ESTIMATES.

STAGE 3 SUBMITTAL
JANUARY 30, 2026

SCD DATES TO BE UPDATED PRIOR TO FINAL TRACINGS SUBMITTAL

OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS						SUPPLEMENTAL SPECIFICATIONS	
BP-4.1	XX-XX-XX	MGS-1.1	XX-XX-XX	TC-41.20	XX-XX-XX	800	XX-XX-XX
BP-5.1	XX-XX-XX	MGS-2.1	XX-XX-XX	TC-41.40	XX-XX-XX	816	XX-XX-XX
BP-7.1	XX-XX-XX	MGS-4.2	XX-XX-XX	TC-42.20	XX-XX-XX	832	XX-XX-XX
				TC-52.10	XX-XX-XX	907	XX-XX-XX
CB-2-2B	XX-XX-XX	MT-101.90	XX-XX-XX	TC-52.20	XX-XX-XX	997	XX-XX-XX
CB-3	XX-XX-XX			TC-71.10	XX-XX-XX	999	XX-XX-XX
CB-3A	XX-XX-XX	RM-5.2	XX-XX-XX	TC-74.10	XX-XX-XX		
CB-7	XX-XX-XX			TC-83.20	XX-XX-XX		
				TC-83.30	XX-XX-XX		
DM-1.1	XX-XX-XX			TC-84.20	XX-XX-XX		
DM-4.3	XX-XX-XX			TC-85.10	XX-XX-XX		
DM-4.4	XX-XX-XX			TC-87.10	XX-XX-XX		
HL-10.13	XX-XX-XX						
MH-3	XX-XX-XX						

ENGINEERS SEAL
FOR ENTIRE PLAN EXCEPT SIGNAL, MOT, WALL, CULVERT, AND BMP PLANS
WESLEY J. WOLTERS
86760
REGISTERED PROFESSIONAL ENGINEER

ENGINEERS SEAL FOR CULVERT PLAN BRIAN J. SCHMIDT 78391 REGISTERED PROFESSIONAL ENGINEER	ENGINEERS SEAL FOR STORMWATER BMP PLAN TYLER J. THOBE 83406 REGISTERED PROFESSIONAL ENGINEER	ENGINEERS SEAL FOR SIGNAL PLAN BRADLEY M. WALTERBUSCH E-89311 REGISTERED PROFESSIONAL ENGINEER
SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____	SIGNED: _____ DATE: _____

UNDERGROUND UTILITIES
Contact Two Working Days Before You Dig
OHIO811.org
Before You Dig
OHIO 811. 8-1-1. or 1-800-362-2764
(Non-members must be called directly)

PLAN PREPARED BY:
ChoiceOne Engineering
2633 CAMPBELL ROAD • SIDNEY, OHIO 45365 • 937.497.0200
6279 TRI-RIDGE BOULEVARD, SUITE 100 • LOVELAND, OHIO 45140 • 513.239.8554
www.CHOICEONEENGINEERING.com
Engineering
Building Partnerships

APPROVED _____
CITY OF FAIRFIELD, CITY ENGINEER
DATE _____
APPROVED _____
CITY OF FAIRFIELD, PUBLIC WORKS DIRECTOR
DATE _____





DESIGN AGENCY
CHOICE ONE ENGINEERING
WJW
REVIEWER
NNS 01-30-26
PROJECT ID
120879
SHEET TOTAL
P:1 175

TITLE SHEET

BUT US 127 0.61 PLEASANT AVE

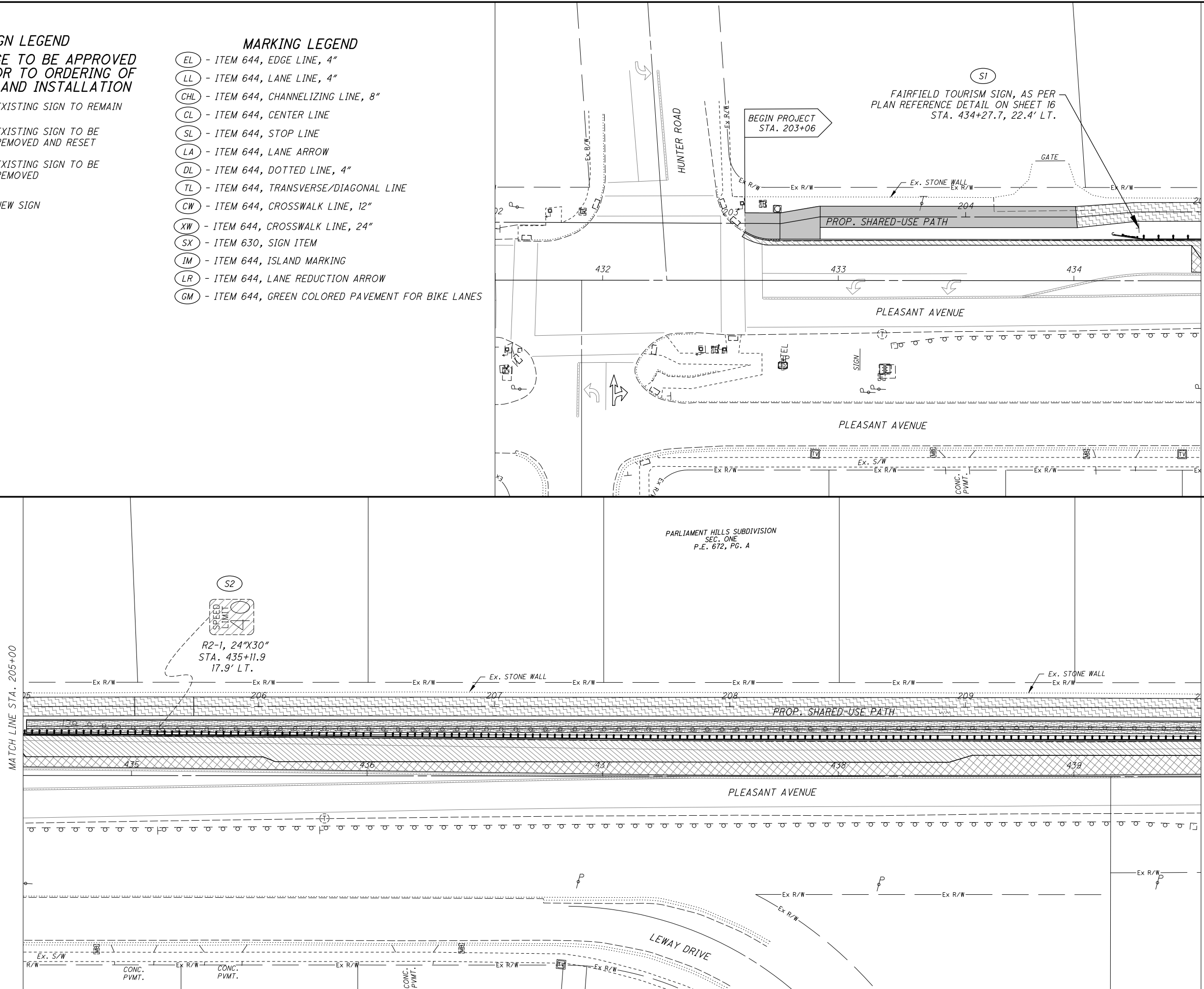
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SIGN LEGEND
FINAL SIGNAGE TO BE APPROVED
BY CITY PRIOR TO ORDERING OF
MATERIALS AND INSTALLATION

-  EXISTING SIGN TO REMAIN
-  EXISTING SIGN TO BE REMOVED AND RESET
-  EXISTING SIGN TO BE REMOVED
-  NEW SIGN

MARKING LEGEND

- (EL) - ITEM 644, EDGE LINE, 4"
- (LL) - ITEM 644, LANE LINE, 4"
- (CHL) - ITEM 644, CHANNELIZING LINE, 8"
- (CL) - ITEM 644, CENTER LINE
- (SL) - ITEM 644, STOP LINE
- (LA) - ITEM 644, LANE ARROW
- (DL) - ITEM 644, DOTTED LINE, 4"
- (TL) - ITEM 644, TRANSVERSE/DIAGONAL LINE
- (CW) - ITEM 644, CROSSWALK LINE, 12"
- (XW) - ITEM 644, CROSSWALK LINE, 24"
- (SX) - ITEM 630, SIGN ITEM
- (IM) - ITEM 644, ISLAND MARKING
- (LR) - ITEM 644, LANE REDUCTION ARROW
- (GM) - ITEM 644, GREEN COLORED PAVEMENT FOR BIKE LANES



TRAFFIC CONTROL PLAN - PLEASANT AVENUE
STA. 202+00 to STA. 210+00

DESIGN AGENCY



CHOICE ONE ENGINEERING

DESIGNER

WJW

REVIEWER

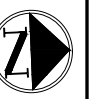
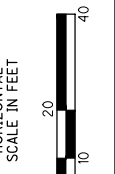
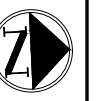
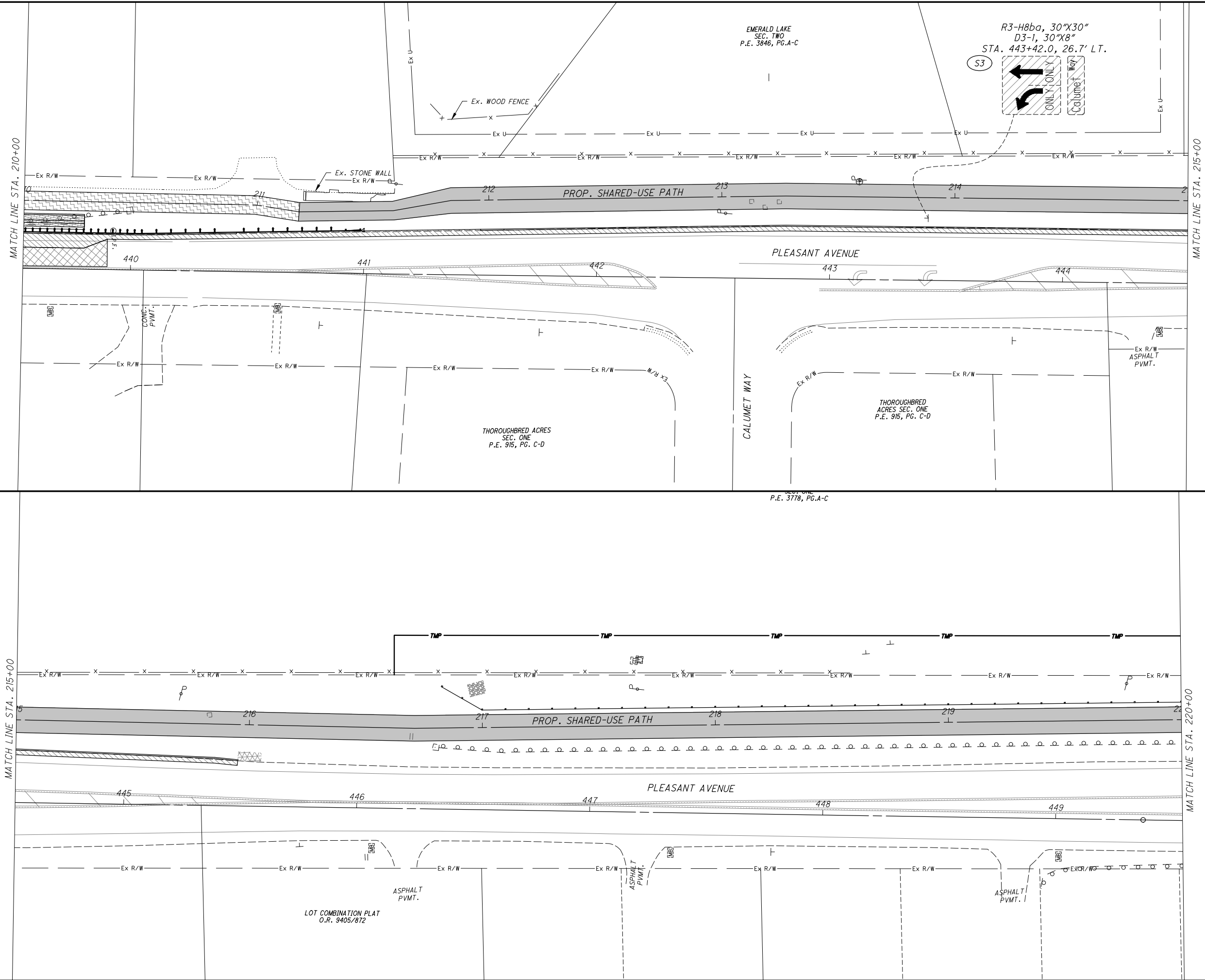
NNS 01-30-26

PROJECT ID

120879

SHEET TOTAL

P.148 175



TRAFFIC CONTROL PLAN - PLEASANT AVENUE
 STA. 210+00 to STA. 220+00

DESIGN AGENCY



CHOICE ONE ENGINEERING

DESIGNER

WJW

REVIEWER

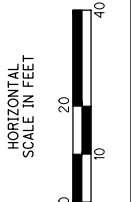
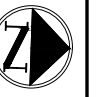
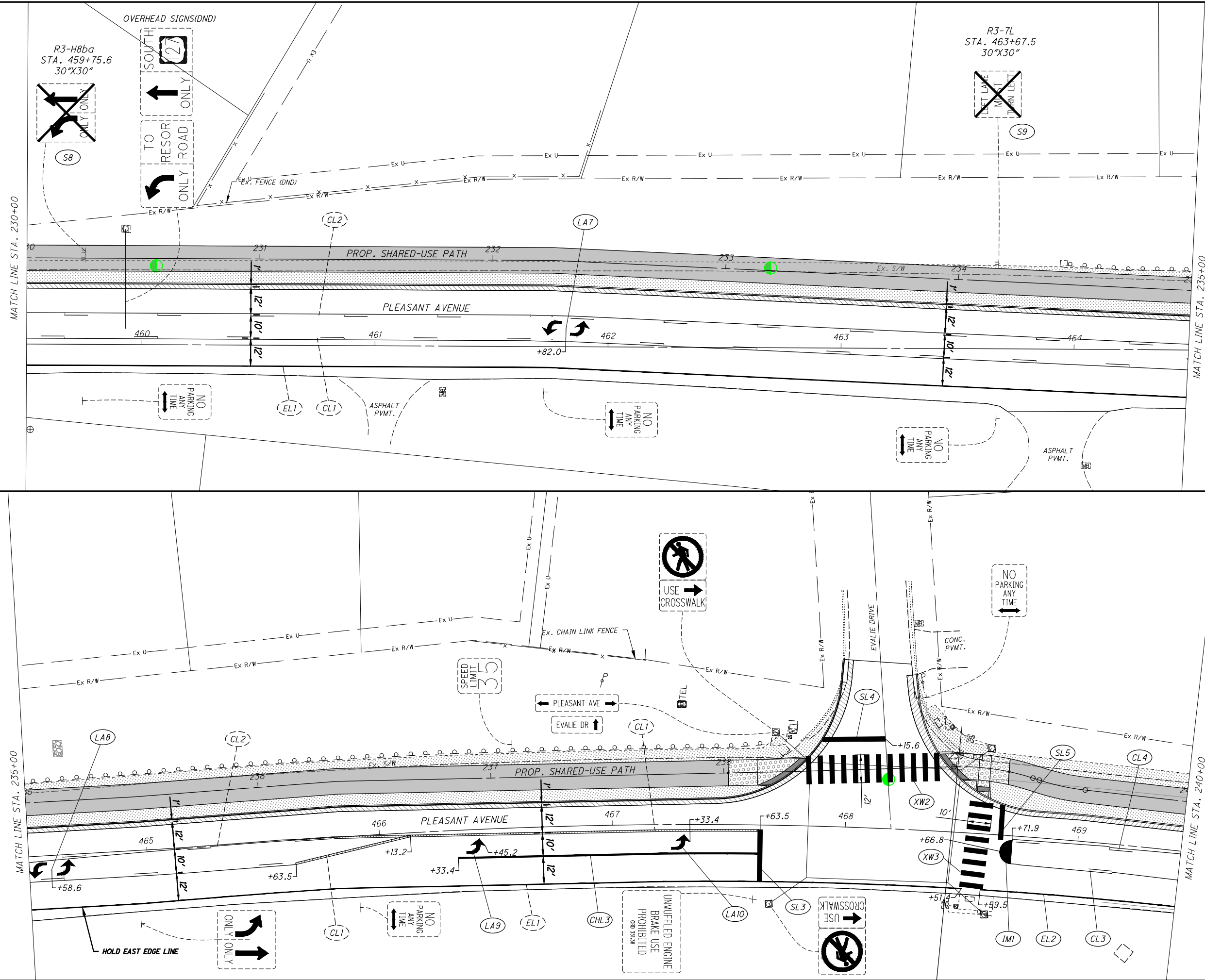
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PROJECT ID

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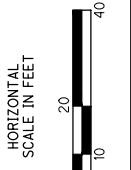
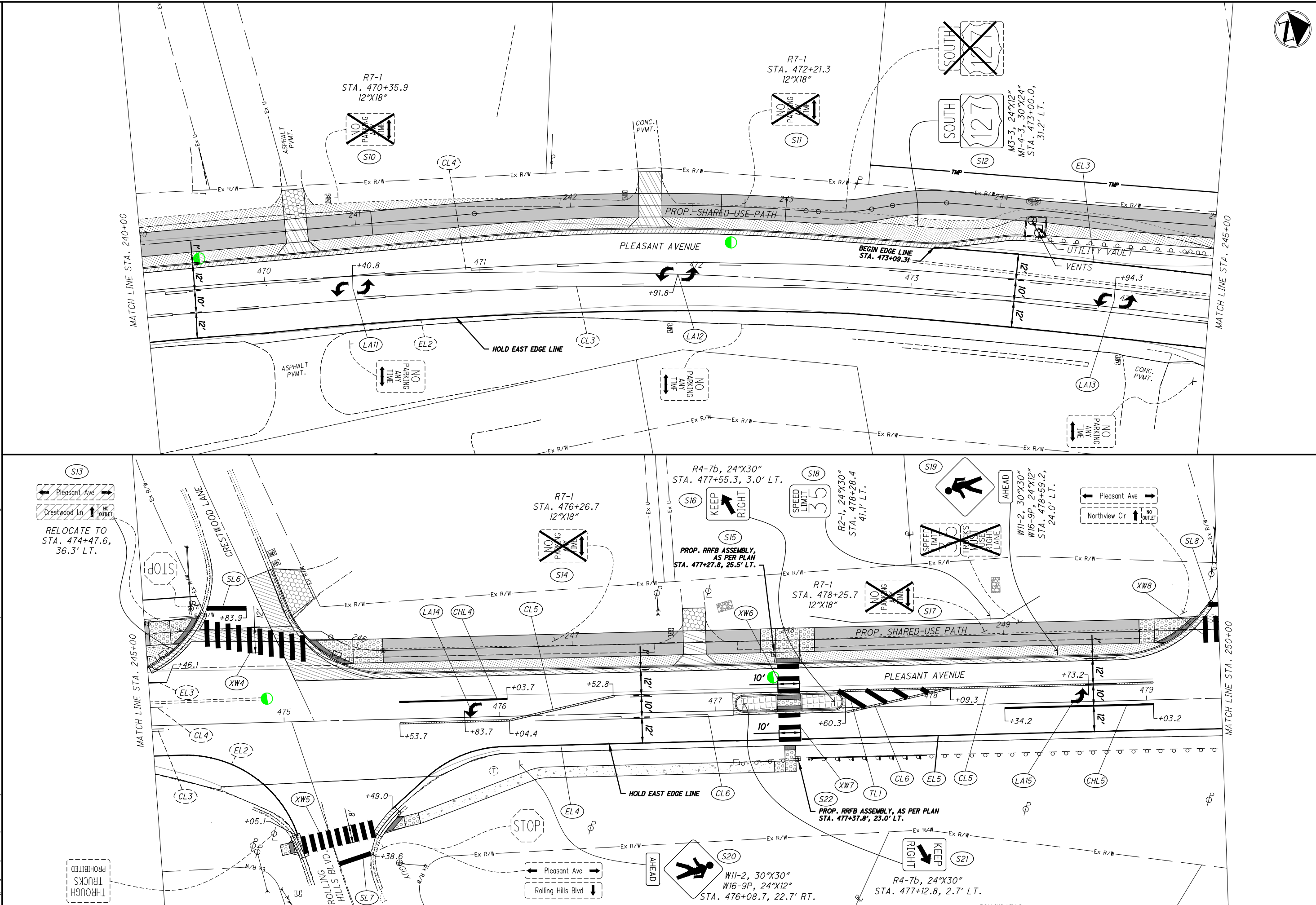
SHEET TOTAL

P.149 175



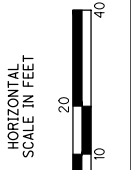
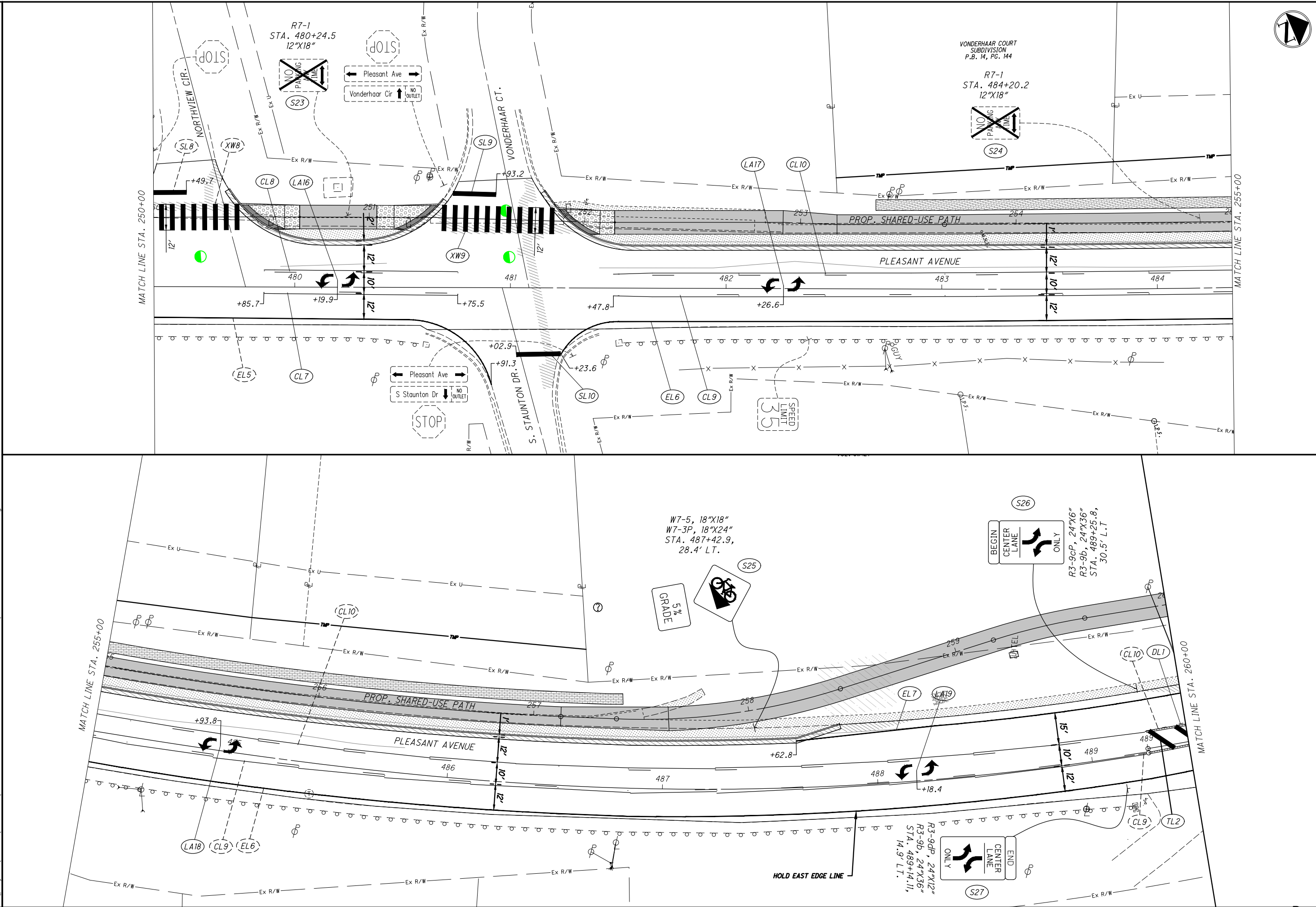
TRAFFIC CONTROL PLAN - PLEASANT AVENUE
STA. 230+00 to STA. 240+00

DESIGN AGENCY	
CHOICE ONE ENGINEERING	
DESIGNER	WJW
REVIEWER	NNS 01-30-26
PROJECT ID	120879
SHEET TOTAL	P.151 175



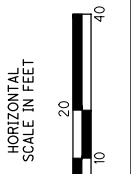
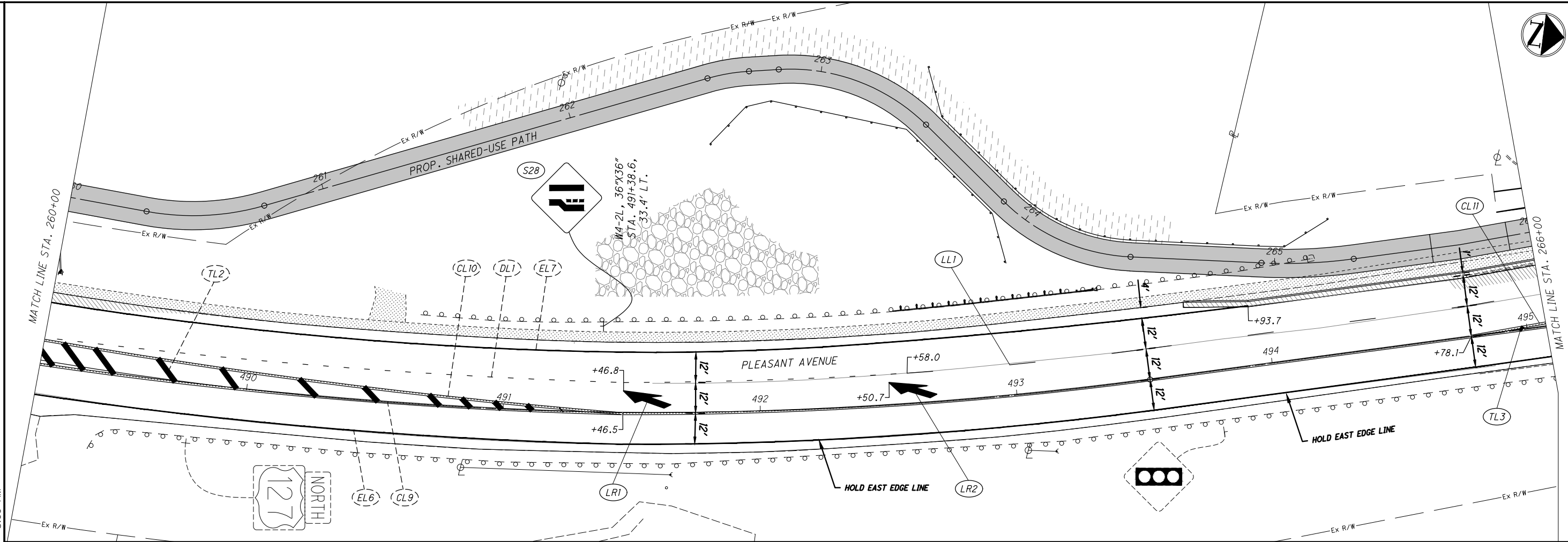
TRAFFIC CONTROL PLAN - PLEASANT AVENUE
 STA. 240+00 to STA. 250+00

DESIGN AGENCY	
CHOICE ONE ENGINEERING	
DESIGNER	
WJW	
REVIEWER	
NNS 01-30-26	
PROJECT ID	
120879	
SHEET	TOTAL
P.152	175

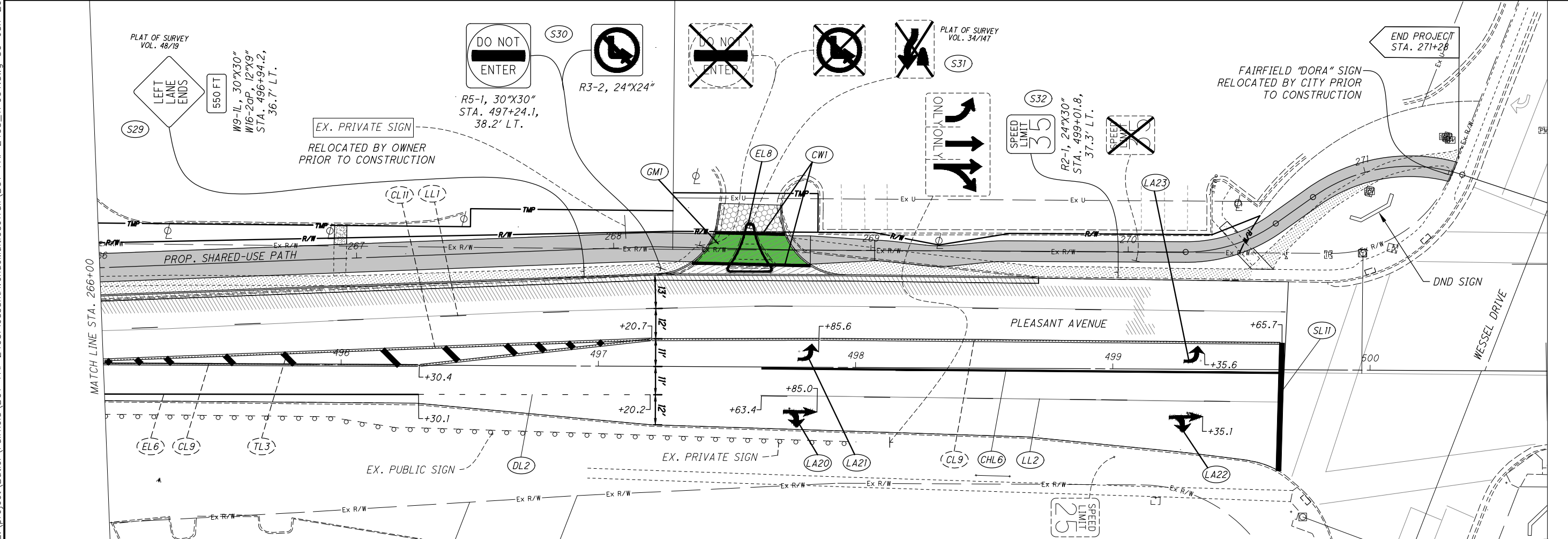


TRAFFIC CONTROL PLAN - PLEASANT AVENUE
 STA. 250+00 to STA.260+00

DESIGN AGENCY	
CHOICE ONE ENGINEERING	
DESIGNER	WJW
REVIEWER	
NNS 01-30-26	
PROJECT ID	120879
SHEET	TOTAL
P.153	175



TRAFFIC CONTROL PLAN - PLEASANT AVENUE
 STA. 260+00 to STA. 272+00



DESIGN AGENCY	
CHOICE ONE ENGINEERING	
DESIGNER	WJW
REVIEWER	WJW
NNS	01-30-26
PROJECT ID	120879
SHEET	TOTAL
P.154	175

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND FILE THE APPLICATION FOR FINANCIAL ASSISTANCE AND ENTER INTO AN AGREEMENT WITH OKI FOR A GRANT TO FUND A PORTION OF THE PLEASANT AVENUE PAVING IMPROVEMENTS BETWEEN HUNTER AND WESSEL AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute and file the application for financial assistance and enter into an agreement with OKI for a grant to fund a portion of the Pleasant Avenue Paving Improvements between Hunter and Wessel in accordance with the application and agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the final grant application be submitted within the time frame for consideration recently announced by OKI; 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 - May 26, 2026**

Submitted by: Laurie Murphy, Assistant City Manager CPO
Department: City Manager's Office - CPO

Subject:

Municipal Court Wage and Staffing Ordinance

Legislation Title:

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court Employees, to repeal Ordinance No. 57-25 and all amendments thereto and declaring an emergency.

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

Recommendation:

It is recommended that City Council approve this ordinance, suspending the rules and declaring an emergency to allow for the expeditious implementation of the new wage rates and staffing updates.

Discussion:

The employees covered by the Municipal Court wage and salary ordinance are compensated on a Pay for Performance basis. There are no automatic increases or cost of living adjustments for these employees. While the adjustments to the pay ranges are not designed to automatically trigger pay increases, periodic upgrades to the structure help to maintain the Court's competitive position in the marketplace regarding employee retention, recruitment and succession.

Financial Impact:

Funding is provided under the auspices of the approved 2026 Operating Budget.

Emergency Provision:

Yes, It is recommended that City Council approve this ordinance, suspending the rules and declaring an emergency to allow for the expeditious implementation of the new salary and wage rates which are effective April 6, 2026.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Court Staffing Ord 5-26-2026 meeting

ORDINANCE TO ESTABLISH SALARIES AND HOURLY RATES FOR CERTAIN MUNICIPAL COURT EMPLOYEES OF THE CITY OF FAIRFIELD, OHIO AND TO AUTHORIZE AND LIMIT THE NUMBERS AND TYPES OF CERTAIN MUNICIPAL COURT EMPLOYEES TO REPEAL ORDINANCE NO. 57-25 AND ALL AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

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

- Sec. 1 Ordinance No. 57-25, and all other prior Ordinances inconsistent herewith, are hereby repealed.
- Sec. 2 The salaries and hourly rates and related information contained herein are applicable only to those positions authorized in this Ordinance. Pay decisions relative to all these positions excluding those which salaries are mandated by the State of Ohio, are at the discretion of the Municipal Judge for the City of Fairfield.
- Sec. 3 All positions established in this Ordinance are considered “at will” and those employees in said positions serve at the pleasure of the Municipal Judge of the City of Fairfield.
- Sec. 4 All rates established by this Ordinance shall either be the maximum authorized rate or the range for each respective position as shown.
- Sec. 5 In the department of General Government are the following classifications of jobs and rates of pay:

A. Municipal Court

One (1) Municipal Judge*		61,750 per annum**
One (1) Clerk of Courts/Court Administrator*	[75,000-145,000]	90,000-150,000 per annum
One (1) Chief Probation Officer	[60,000-95,000]	70,000-110,000 per annum
One (1) Victim Advocate	[19.00-25.00]	22.00-30.00 per hour
One (1) Administrative Assistant to the Judge	[25.00-40.00]	29.00-45.00 per hour
Two (2) Chief Deputy Clerks	[25.00-40.00]	28.00-45.00 per hour
Twelve (12) Deputy Clerks	[19.50-30.00]	22.00-33.00 per hour
One (1) Imaging Clerk		19.50-25.00 per hour
One (1) Bailiff*	[24.00-35.00]	60,000-90,000 per annum
Two (2) Deputy Bailiffs I	[24.00-30.00]	50,000-80,000 per annum
Four (4) Probation Officers	[22.00-35.00]	25.00-35.00 per hour
Two (2) Civil Magistrates (PT)*		22,000-35,000 per annum
Acting Judges (AS NEEDED)		**
Visiting Judges*** (AS NEEDED)		**
[Two (2)] Three (3) Deputy Clerks (PT)	[19.00-25.00]	22.00-33.00 per hour
[Two (2) Community Service Officers (PT)		18.00-25.00 per hour]
Seven (7) Deputy Bailiffs II (PT)	[24.00-30.00]	25.00-30.00 per hour
One (1) Summer Intern/Law Clerk		15.00-20.00 per hour
One (1) College Externship		17.50-22.00 per hour

(*3/5 of salary paid by City of Fairfield, and 2/5 of salary paid by Butler County)

(** Salary mandated by State of Ohio)

(***2/5 of salary paid by City of Fairfield, and 3/5 of salary paid by Butler County)

- Sec. 6 The salaries, rates and conditions established in Section 5 of this Ordinance shall be effective from on and after April 6, 2026. Until the rates are changed, the former rates shall apply. Notwithstanding any other provision of this ordinance, an employee under the age of sixteen (16) may be paid a wage rate less than the Ohio Minimum Wage Rate provided such rate is not less than that established under the Federal Fair Labor Standards Act or its successor law.

Sec. 7 The Municipal Judge is authorized to hire up to one additional person for each position authorized in this ordinance to allow for overlap training and transitioning. Generally, such instances would occur when a current employee has given notice of retirement or resignation and a replacement, not currently employed by the City, is able to be hired before the departure of the employee. Such training overlaps would be of short duration, generally, not to exceed 60 days.

Sec. 8 This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants so that the recommended changes can take effect in a timely manner; wherefore this Ordinance shall take effect immediately upon its passage.

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Emergency _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - May 26, 2026**

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

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-25 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, 2026, and ending December 31, 2026."

- Contractual Appropriations: \$337,823 total (\$244,560 for Hunter Water Tank Rehabilitation Project (Public Utilities); \$93,263 for Primary Clarifier Rebuild (Public Utilities))

- 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:

\$337,823 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. contractual 5-26-ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-25 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, 2026, AND ENDING DECEMBER 31, 2026."

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

Section 1. Ordinance No. 148-25, the 2026 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Water Surplus Fund	\$244,560
To:	60516025-252000 Improvements Other Than Bldg. <i>(Hunter Water Tank Rehabilitation Project 6WT12)</i>	\$244,560

From:	Unappropriated Sewer Replacement & Improvement Fund	\$93,263
To:	62316025-252000 Improvements Other Than Building <i>(Primary Clarifier Rebuild 6WW17)</i>	\$93,263

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\2026\contractual 5-26-ord



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Alisha Wilson, Clerk of Council
Department: Finance

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 148-25 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, 2026, and ending December 31, 2026.”

- Non-Contractual Appropriations: \$275,572 (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:

\$275,572 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. non-contractual 5-26-ord

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 148-25 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, 2026, AND ENDING DECEMBER 31, 2026."

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

Section 1. Ordinance No. 148-25, the 2026 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$227,746
To:	40216025-252000 Improvements Other Than Building <i>(Justice Center Repairs and Upgrades 6FC71 [\$50,292]) (HVAC Energy Upgrades and Repairs at CAC 6FC51 [\$44,444])</i>	\$94,736
To:	40216025-252600 Grounds & Median Improvements <i>(2026 Grounds, Entryways, & Landscaping Program 6PW08)</i>	\$40,000
To:	40216025-253100 Automotive Equipment <i>(Purchase of Chevrolet Tahoe (Fire) 6FT81)</i>	\$93,010
From:	Unappropriated Sewer Replacement & Improvement Fund	\$47,826
To:	62316023-233900 Other Professional Services <i>(Wastewater Division Sanitary Sewer Smoke Testing 6WW01)</i>	\$47,826

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\2026\non-contractual-5-26-ord



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Ben Mann, Public Works Director
Department: Public Works

Subject:

Appropriation of remaining funding for 2026 Grounds, Entryways & Landscaping Program

Legislation Title:

\$40,000 - 2026 Grounds, Entryways & Landscaping Program (Public Works)

Recommendation:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$40,000 from the Capital Improvement Fund for this program.

Discussion:

Item is an annual expenditure, funded under the Capital Improvement Program. The funds are needed to provide the necessary labor, materials, and equipment needed to maintain the landscaped areas throughout the City.

Cost covered is primarily materials and supplies such as trees, shrubs, flowers, tree removal, and mulch. Street tree plantings will be included in these purchases as well as the maintenance of street trees. As a part of the landscaping contract, the City provides new plantings as well as sprinkler parts for the streetscape unless it was a failure on the contractor's part that necessitates repairs or replacements. This item will include some parks landscaping as needed at entry signs and in landscaped areas within the park system.

The project is programmed in the 2026-2030 CIP as 6PW08 for \$165,000.

Financial Impact:

\$40,000 from the Capital Improvement Fund.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Jason Hunold, Public Utilities Director
Department: Public Utilities

Subject:

Wastewater Division Sanitary Sewer Smoke Testing

Legislation Title:

\$47,826.00 - Wastewater Division – Sanitary Sewer Smoke Testing (Public Utilities)

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$47,826.00 for Sanitary Sewer Smoke Testing for the Wastewater Division.

Discussion:

The City's Sanitary Sewer Collection System contains over 175 miles of sewer pipe. Wastewater Division Staff have identified inflow/infiltration during wet weather events in the Seward Road industrial corridor area. Smoke testing is an effective method to identify leaks, breaks, illicit connections – things contributing to reduced system capacity.

The primary goal of this project is to complete sanitary sewer smoke testing of approximately 20,181 linear feet (LF) of sanitary sewers, located primarily in the Seward Road industrial corridor between Port Union Road and Union Center Boulevard.

The designated study area has exhibited notable inflow issues during periods of rainfall. As a result, the Wastewater Division aims to utilize smoke testing within this region to pinpoint the exact sources contributing to these inflow problems. Identifying these sources will enable the Wastewater Division to implement targeted rehabilitation measures, addressing the underlying causes and improving the performance of the collection system.

Following the completion of this project, the Wastewater Division will have actionable findings and recommendations from the work performed in the study area.

It is recommended that professional services for this project be completed by RJN Engineering Group per the attached proposal for professional engineering services – 2026 Smoke Testing. Professional services included for this project are summarized in the attached proposal under Exhibit A – Scope of Services.

Financial Impact:

An appropriation in the amount of \$47,826.00 is being requested for Sanitary Sewer Smoke Testing for the Wastewater Division.

Funding for this project was included in the approved 2026-2030 Capital Improvement Program (CIP) under project 6WW01, Sanitary Sewer Rehabilitation. The funding source is the Sewer Replacement Fund, 623.

Emergency Provision:

NO

Rule Suspension Requested:

No

ATTACHMENTS:

1. Fairfield Ohio 2026 Smoke Testing Proposal Letter



May 4, 2026

Matt Young
Superintendent
City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
2026 SMOKE TESTING**

Dear Mr. Young:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Fairfield (City) for the 2026 Smoke Testing project.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and field services. With more than 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

Key Project Goals and Objectives

The primary goal of this project is to complete sanitary sewer smoke testing of approximately 20,181 linear feet (LF) of sanitary sewers, located primarily in the Seward Road industrial corridor between Port Union Road and Union Centre Boulevard.

The designated study area has exhibited notable inflow issues during periods of rainfall. As a result, the City aims to utilize smoke testing within this region to pinpoint the exact sources contributing to these inflow problems. Identifying these sources will enable the City to implement targeted rehabilitation measures, addressing the underlying causes and improving the performance of the collection system.

Following the completion of this project, the City will have actionable findings and recommendations from the work performed in the study area.

PROJECT APPROACH

Smoke Testing

Using the methods outlined below, RJN will use smoke testing to identify various defects in the collection system, as well as to find contributing sources of I/I. Identified concerns include leaky manholes, cracked main lines and laterals, connected downspouts, directly connected storm sewers,

connected foundation drains, area, patio, and driveway drains, and broken cleanouts. Additionally, indirect connections such as leaking storm sewers crossing sanitary sewers can also be identified.

Summary Report

Following the completion of the smoke testing outlined in the program, all data and information will be consolidated into a final report presented to the City by the end of December 2026. This report will summarize all investigations, the findings, and recommendations.

ASSURING QUALITY AND SAFETY

Quality Assurance

RJN is committed to providing **quality** deliverables. The completion of these inspections is critical in providing actionable results for the City. As collection system specialists, RJN has built data review processes that ensure that all data is accurate. Our engineers and field inspection crews hold industry-standard NASSCO certifications for defect coding, and are extensively trained on all field inspection tasks. RJN's internal Quality Control tools, as well as our corporate training and Quality Assurance processes in place, will ensure that the program will provide value for the City.

Clarity®

The City will have access to all inspection data obtained throughout the smoke testing project via Clarity®, RJN's internally developed data management and reporting software.



Safety

As an employee-owned firm, RJN's commitment to the **safety** of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.

PRICE AND SCHEDULE SUMMARY

This project will be invoiced on a unit price and lump sum basis for a total not-to-exceed fee of \$47,825.80. RJN will complete the study by the end of December 2026. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Maps

We are looking forward to the opportunity to work with the City of Fairfield on this important program. It is our pleasure to submit this proposal to you. Please feel free to contact David Partridge at (513) 410-2307 if you would like to discuss this proposal or have any questions.

Sincerely,



Tom Romza, P.E.
Regional Manager



David Partridge
Project Manager

RJN is proposing the following scope of services for the City of Fairfield 2026 Smoke Testing project:

1. Smoke Testing (approximately 20,181 LF)

- a. Prepare a draft resident smoke testing notification letter for the City to send to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing. If desired, these letters can be formatted as a public service announcement, billing insert, and/or used as a Reverse 911 message sent by the City. If necessary, provide bilingual letter in Spanish.
- b. Prepare smoke testing door hangers to be hung by **RJN staff** at each address at least 2 days prior to smoke testing, but not more than 1 week prior to smoke testing. The door hangers will also include local RJN contact information and can be bilingual if necessary.
- c. Notify the City and the local fire and police departments of planned smoke testing activities, including daily updates.
- d. Participate in a project kickoff meeting with City staff and emergency personnel to discuss project.
- e. Provide equipment, personnel, and smoke as necessary for smoke testing.
- f. During smoke testing, erect smoke testing signs near the testing area and answer resident and City questions on-site as well as through phone calls.
- g. Use handheld electronic data collection equipment for collecting smoke testing data.
- h. Smoke test the sanitary sewers as outlined.
- i. Collect mapping-grade GPS points at each identified defect and take a minimum of one digital photograph of each defect.
- j. Upload data daily and provide access to smoke testing data and photos on the web viewer Clarity®.
- k. Provide data analysis as follows:
 - i. Compile field data and develop complete list of defects
 - ii. Map results in GIS
 - iii. Assign an estimated flow to each defect
 - iv. Determine an appropriate rehabilitation method or follow up inspection for each defect or segment and estimate an associated cost

2. Summary Report and Data Access

- a. During the project, provide access to web viewer Clarity® that will provide status of data collection, access to data collected, including field collected media.
- b. Upon completion of field data collection, organize data from smoke testing into a comprehensive summary report.
 - i. Summary of work completed
 - ii. GIS map of defects and repairs

- iii. Summary of deficiencies observed, and preliminary recommendations developed
- iv. Recommendations for follow-up SSES work and associated costs
- v. Recommendations for rehabilitation and associated costs
- c. Submit a pdf of draft report.
- d. Address City comments on draft report and revise.
- e. Provide one digital copy of final report files, data, media, and GIS deliverables.

3. Project Management

- a. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
- b. Provide regular updates to City staff throughout the duration of the project.
- c. Meet with City staff as necessary to discuss progress of the project.

ITEMS REQUESTED FROM THE CITY

- 1.** Updated GIS geodatabases, shape files, or CAD atlases for the sanitary sewer collection system. Any design and/or record drawings, maintenance and repair records, past inspection data, and any other related data.
- 2.** Access to sanitary structures for inspection. Assistance locating or opening seized/buried manholes as required.
- 3.** Assistance with traffic control in high traffic areas, as necessary.
- 4.** Coordination assistance with the City's emergency services.

rjn group **EXHIBIT B**
PRICING

Pricing for the City of Fairfield 2026 Smoke Testing project is as follows:

Pricing Terms for Invoicing: Unit Price/ Lump Sum

Not-To-Exceed Total Cost: \$47,825.80

COST SCHEDULE

Task	Quantity	Cost per Unit	Type	Fee
Smoke Testing	20,181	\$1.80	LF	\$36,325.80
Data Evaluation & Reporting	-	-	LS	\$7,000.00
Project Management	-	-	LS	\$4,500.00
				\$47,825.80

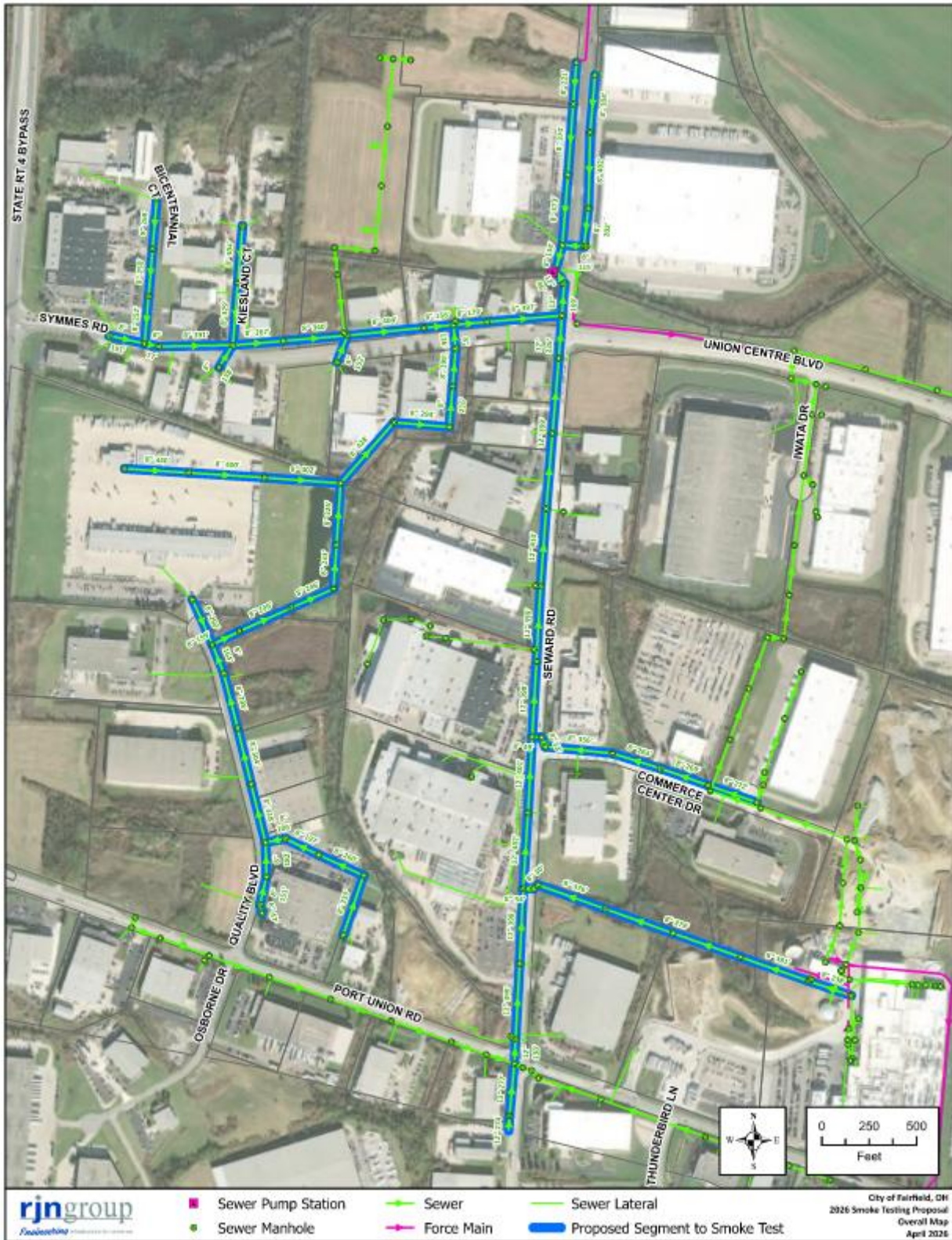
PROPOSAL OPTION

This Proposal can be amended to include additional work upon joint approval by the City and RJN.

rjn group **EXHIBIT C**
PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement. This schedule is based on a notice-to-proceed no later than June 1, 2026.

Task	Timeline
Kickoff Meeting	Within one month of signed Agreement.
Smoke Testing	Will be completed by September 30 th , 2026.
Data Evaluation & Final Reporting	Will be completed by December 31 st , 2026.





**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Purchase of Chevrolet Tahoe (Fire)

Legislation Title:

\$93,010 - Purchase of Chevrolet Tahoe for Fire (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount listed in the Financial Impact section from the Capital Improvement Fund for the purchase and outfitting of a Chevrolet Tahoe.

Discussion:

This request is for the purchase of (1) Chevrolet Tahoe to be used by the Fire Department. This vehicle is an addition to the fleet due to increased staffing. This vehicle is being purchased through Byers Chevrolet for \$56,598, utilizing Ohio Revised Code Section 125.04 division (C) allowing the purchase of contract items through a third party at a lower price than that listed by another Governmental agency as defined by Ohio Revised Code Section 125.04 division (B)(1)(c). The price of this vehicle if purchased through the State DAS contract #RS1033164 would be \$56,844. Parr Public Safety Equipment was chosen to outfit this vehicle due to their specialized engineering skills and aptitude for this project, and to standardize on the wiring practices to facilitate the mechanics during repairs.

Financial Impact:

\$93,010 (\$56,598 for the vehicle, + \$21,412 for outfitting + \$15,000 for contingencies, delivery charges, and City Wide fleet needs) from the Capital Improvement Fund.

This vehicle is listed in the 2026 CIP as # 6FT81 Replacement of Staff Vehicle (Fire) (\$110,000)

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Byers Chevrolet
2. Parr Quote Tahoe



5/7/2026

City of Fairfield
Attention: Brian Rose

Price quotation for a new 2026 Chevrolet Tahoe 4wd SSV (see attachment)

MSRP	\$60,727.00
Selling price	\$56,557.00
Title/license fee	41.00
Total due	\$56,598.00

- This unit is in stock, and pricing includes free delivery to your location. Feel free to reach out with any questions and thank you for the opportunity.

Sincerely,

Tom Allen
Byers Chevrolet

614-782-2738

427 South Hamilton Road Columbus, OH 43213 | Phone: 614.845.6149 | www.byersauto.com



2026 TAHOE 4WD SPECIAL SERVICE
 5T4 SEO - EXTERIOR BODY COLORED /V8G
 H1T JET BLACK
 ORDER NO. FRQZ53/FBC STOCK NO.
 VIN 1GN S6LE D0 TR290493 **C26-3065**

 MODEL & FACTORY OPTIONS MSRP
 CK10706 TAHOE 4WD SPECIAL SERVICE 57300.00
 FE9 50-STATE EMISSIONS N/C
 L84 ENGINE, 5.3L ECOTEC3 V8 N/C
 MHU TRANSMISSION, 10-SPEED AUTO N/C
 R6D FLT-BID ASSISTANCE/CE 0.00
 UN9 RADIO SUPPRESSION PKG 95.00
 VQ1 FLEET ORDERING ASSISTANCE 0.00
 V76 FRONT RECOVERY HOOKS 50.00
 WX7 WIRING AUXILIARY SPEAKER 100.00
 5T4 SEO - EXTERIOR BODY COLORED 250.00
 PARTS, VICTORY RED
 6C7 FRONT AUXILIARY DOME LAMP 170.00
 6J3 WIRING, GRILLE LAMPS/SPEAKERS 92.00
 6J4 WIRING, HORN/SIRENS CIRCUIT 75.00

TOTAL MODEL & OPTIONS 58132.00
 DESTINATION CHARGE 2595.00

TOTAL 60727.00

 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE CC
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FI
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MA

BYERS CHEVROLET, LLC



Quote

Page 1 of 4

Parr Public Safety Equipment

6106 Bausch Rd
 Galloway OH 43119
 United States
 (866) 320-7277
 www.parrpse.com

Date	5/7/2024
Estimate #	EST37254

Bill To
Fairfield Fire Department 375 Nilles Road Fairfield OH 45014 United States

Ship To
Fairfield Fire Department 375 Nilles Road Fairfield OH 45014 United States

Expires	Sales Rep	PO #	Terms	Build ID
6/6/2024	E014 Grossman, Marc W		Net 30	
Year	Make	Model	Memo	
2023	Chevrolet	Tahoe	Tahoe Chief	
Shipping Method		Quote Approval Signature		

Item #	Vendor	Qty	U	Description	Rate	Amount	Note
ISFW54X	Whelen	1	EA	INNER EDGE FST WC 12-LT TAHOE	1,113.60	1,113.60	
ISDD	Whelen	12		RED/WHT INNER EDGE DUO LIGHT upcharge when ordered with Inner Edge INSTALLED IN ABOVE	48.80	585.60	
WCCP	Whelen	1	EA	WeCan Control Point #02-046E868-01C	177.60	177.60	
3492L6S	Code 3	1	EA	XCEL 12V - 12V w/Light Control, Hard-Wired Mic	665.18	665.18	
IONR	Whelen	4	EA	Whelen ION Series Lighthead - Red #01-066C747-50	124.24	496.96	GRILLE WARN
C-VS-1012-TAH-1	HAVIS	1	EA	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	663.00	663.00	
CUP2-1001	Havis	1	EA	Self-Adjusting Double Cup Holder	56.95	56.95	
C-ARM-102	HAVIS	1	EA	Armrest for Consolidator Consoles, Side Mount (C-ARM-2)	79.90	79.90	
C-AP-0325	HAVIS	1	EA	3" Accessory Pocket, 2.5" Deep	43.35	43.35	
C-EB35-XCL-1P	Havis	1	EA	1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Code 3 XCEL	0.00	0.00	
C-EB30-APS-1P	Havis	1	EA	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX-4500, Self-Contained Radio	0.00	0.00	
Antenna 2Way Radio	Panorama	1	EA	Radio Antenna with Cable ***Specify Frequency***	85.00	85.00	
2100COD	Code 3	1		C3100TH21 100 Watt speaker and behind grille mount for 2021+ Tahoe	318.54	318.54	DUAL MOUNT BRACKET



Quote

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Parr Public Safety Equipment

6106 Bausch Rd
 Galloway OH 43119
 United States
 (866) 320-7277
 www.parrpse.com

Date	5/7/2024
Estimate #	EST37254

Item #	Vendor	Qty	U	Description	Rate	Amount	Note
C3100X	Code 3	1	EA	100W Speaker without Mount Brackets	261.44	261.44	Second Speaker
TCRWX5	Whelen	2	EA	WeCanX TRACER 5-LAMP HOUSING **WILL NEED CCP IF NOT WIRING TO CORE** R/A/R/A/R	1,065.00	2,130.00	ORDER PROGRAM R/A
TCRB54A	Whelen	2	EA	2021 Chevy Tahoe Running Board Mounting Kit, for 5 or 6 Lamp Tracer	85.60	171.20	
CCP	Whelen	1	EA	Whelen WECANX Core Control Point 01-066H998-00C	172.00	172.00	
14.0434	Able 2	1	EA	Multi-Port Accessory Box, 3 12VDC Outlets and 4 5VDC USB Outlets	45.70	45.70	
VTX9D	Whelen	2	EA	Vertex™ Omni-Directional Super-LED® Lighthead - Red/White	100.86	201.72	Front bumper SIDE
VTXFC	Whelen	2	EA	Vertex Flange Kit Surface Mount Chrome #01-0443756-03A	18.40	36.80	
TLIR	Whelen	4	EA	ION SOLO™ T-Series Linear Super-LED® Lighthead - Red (#01-066J320-50A)	134.40	537.60	2 ON HATCH LP AREA 2 ON REAR BUMPER
ECVDMLTST2	Soundoff Si...	3	EA	LED Bus Dome/Cargo Light Surface Mount 7x3	55.25	165.75	1 in rear headliner, 2 in hatch
T62131BLK	Tiger Tough	1	EA	2021-2022 Chevrolet Tahoe Special Service Bucket Seat Cover Set with IronBand	331.55	331.55	
PDU8S	PARR	1	EA	Power distribution unit with bolts and screw terminals	295.00	295.00	Timer
PDU Harness		1	EA	Wire Harness for Power Distribution Unit	75.00	75.00	
PMP2RS104	Soundoff	2	EA	Rear Spoiler Bracket, 1 Module Kit, Black, for use with mpower® 4" Fascia Stud Mount Light, Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021-2022	52.65	105.30	Under Spoiler brackets
EMPSCG2STS5RAW	Soundoff	2	EA	mpower® 4" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Amber/White	182.24	364.48	Under spoiler lights
091-11-12	PARR	1	EA	Kussmaul Auto Charge 11 for use with dual batteries	606.77	606.77	
091-11-127	PARR	1	EA	Dual Bar Graph Display	153.24	153.24	
091-55-20-120	Kussmaul	1	EA	Kussmaul Super Auto Eject 20 Amp 120V	384.47	384.47	
PMP2BKUMB5-D	Soundoff Si...	1	EA	Under Mirror Mount Bracket Kit (each) for installation on	33.80	33.80	



Quote

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Date	5/7/2024
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Item #	Vendor	Qty	U	Description	Rate	Amount	Note
PMP2BKUMB5-P	Soundoff Si...	1	EA	Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount, Driver Side			
				Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount, Passenger Side	33.80	33.80	
EMPS2STS4D	Soundoff Si...	2	EA	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White	159.25	318.50	Under Mirror lights
Z-Custom	Truck Vault	1		C-CHTAHN4-21N-TR-C1-ZC137 37 Tahoe Custom C13737 Custom TruckVault Vehicle Model/Year: 2021+ Tahoe Drawer Fronts: Black Composite Exterior Carpet Color: Black Drawer Interior Carpet: Grey Drawer Lock(s): Push Button with key override	5,031.00	5,031.00	
PK0123TAH212ND	SETINA	1	EA	2021 Tahoe Cargo area partition for 2nd row seat #12VS Stationary window Vinyl coated expanded metal	526.15	526.15	
Freight		1	EA	Freight Added at Time of Shipment	575.05	575.05	
Installation Supplies 3		1	EA	Misc installation hardware, wire, connectors, breakers/fuses, supplies - Level 3 3201217 Ground Connector 3804564 Surge Brd 4 outlet 8867020 Tie down Rtch	250.00	250.00	3201217 Ground Connector 3804564 Surge Brd 4 outlet 8867020 Tie down Rtch
Installation / In Shop		1	EA	Installation / In Shop 4890	4,320.00	4,320.00	
Customer Provide Parts		1		Customer Provided Parts, see below: Motorola APX One piece radio IDRIVE CAMERA SYSTEM KNOX BOX MODULE (2) 12V PORTABLE RADIO CHARGERS Streamlight flashlight with charger.	0.00	0.00	
WARRANTY		1		WE SOLDER AND HEAT SHRINK ALL CONNECTIONS AND WARRANTY WIRING FOR THE LIFE OF THE VEHICLE. ALL EQUIPMENT PURCHASED FROM PARR PUBLIC SAFETY WILL BE COVERED UNDER THE MANUFACTURERS WARRANTY AT NO COST FOR LABOR DURING THAT PERIOD. CUSTOMER	0.00	0.00	



Quote

Page 4 of 4

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Date	5/7/2024
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Item #	Vendor	Qty	U	Description	Rate	Amount	Note
				PROVIDED EQUIPMENT INSTALLED WILL HAVE ALL LABOR WARRANTIED FOR 90 DAYS THEN NORMAL LABOR RATES WILL INCUR.			
						Total	\$21,412.00

NOTICE: Quote is only valid for 30 days from the issued date. Once order has been approved by customer and items are ordered, any changes or deletions will be subject to a 20% restocking charge. Prices and availability are subject to change without notice. Although we strive for accuracy, mistakes do happen. In the event of an incorrect price, you will be notified and given the option to accept the corrected price or cancel the order.



EST37254



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

HVAC Energy Upgrades and Repairs at the Community Arts Center

Legislation Title:

\$44,444 - HVAC Energy Upgrades and Repairs at the Community Arts Center (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount listed in the Financial Impact section from the Capital Improvement Fund for this project.

Discussion:

This request will replace (3) obsolete Johnson Controls DX-9100 controllers at the Community Arts Center with (3) F4-CGM controllers due to their inability to be repaired in the event of a failure. The City had a total of (10) of these controllers which were installed when the Community Arts Center and the Justice Center were first built. Seven of these controllers were replaced in 2025 at the Justice Center with Johnson Controls F4-CGM field controllers, leaving these (3) remaining to control all air handling equipment, boilers, and chiller at the Community Arts Center. Control strategies will be implemented to adhere to our sustainability initiatives. Brown Graphics installed and programmed the Justice Center Controllers and was chosen to perform similar professional services for this project due to their familiarity with the City-Wide Building Energy Automation System and because of the propriety nature of the Johnson Controls product. This request also includes \$4,000 to replace the return fan Variable Frequency Drive for AHU-1 due to intermittent failures.

Financial Impact:

\$44,444 (\$25,444 for the installation and programming of (3) controllers + \$4,000 for the Variable Frequency Controller + \$15,000 for contingencies and City Wide Facility needs) from the Capital Improvement Fund.

This project is listed in the 2026 CIP as # 6FC51 Parks Buildings Repairs and Upgrades (\$70,000)

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Brown Graphics Controller Replacement
2. Brown Graphics Return VFD Replacement

City Of Fairfield
Community Arts Center
411 Wessel Dr
Fairfield, OH, 45014

5/11/2026

Reference: (DB26-9) City of Fairfield - Community Arts Center - Controller Replacement

Brown Graphics LLC respectfully submits pricing to perform the following scope of work. Installation and wiring of components shall be by others as part of a separate contract. The scope of this project includes the following:

BASE BID

Graphical User Interface

- BG LLC will provide a graphical user interface for the new BAS system equipment detailed below. User graphics shall include 3D representations of unit flow diagrams, schedules, and trend data.
- BG LLC will provide programming for BAS system alarms. System alarms shall be provided for all critical BAS components in scope. System alarms shall be available to users in log form.

Supervisory Devices (NAE) (Existing)

- BG LLC will provide programming for existing NAE supervisory controller. Programming shall provide control sequence function as well as system integration functions, and user interface functions.

Air Handling Unit Controls (Typical of 2) (AHU-1, AHU-2)

- BG LLC will provide F4-CGM field controller as required to provide control and monitoring of the existing air handling unit per scope. Field controller shall be installed and wired inside the existing control panel located at the unit. Controller provided, installed, and wired by BG LLC.
- BG LLC will provide Expansion Modules (IO) as required to provide control and monitoring of the existing air handling unit per scope. IO modules shall be installed and wired inside the existing control panel. IO controllers provided, installed, and wired by BG LLC.
- N2 communication bus shall be reused from existing DX-9100 controller. N2 Bus shall be used to communicate to the system front end.
- BG LLC will provide one (1) new local user interface display inside the existing control panel for AHU-1.
- BG LLC will provide two (2) new CO2 sensors to replace the existing failed sensors. Installation of new sensors shall be by BG LLC where accessible, if existing sensor is NOT accessible, the installation shall be by others.
- BG LLC will furnish programming as required to meet sequence. All controls setpoints shall be user adjustable, and available through supervisory.
- BG LLC will provide user interface programming for air handling unit. User interface programming shall include text based and graphical based representations of equipment with operator override and adjustment capabilities. **NAE supervisory controller and ADS server are existing.**
- BG LLC shall provide trends and alarms for critical unit points through user front end.

Central Plant Controls (Typical of 1)

- BG LLC will provide F4-CGM field controller as required to provide control and monitoring of the existing central plant system per scope. Field controller shall be installed and wired inside the existing control panel located in the basement mechanical room. Controller provided, installed, and wired by BG LLC.
- BG LLC will provide Expansion Modules (IO) as required to provide control and monitoring of the existing central plant per scope. IO modules shall be installed and wired inside the existing control panel. IO controllers provided, installed, and wired by BG LLC.
- N2 communication bus shall be reused from existing DX-9100 controller. N2 Bus shall be used to communicate to the system front end.
- BG LLC will provide one (1) new local user interface display inside the existing control panel.
- BG LLC will furnish programming as required to meet sequence. All controls setpoints shall be user adjustable, and available through supervisory.
- BG LLC will provide user interface programming for central plant system. User interface programming shall include text based and graphical based representations of equipment with operator override and adjustment capabilities. **NAE supervisory controller and ADS server are existing.**
- BG LLC shall provide trends and alarms for critical unit points through user front end.

Common Miscellaneous Inclusions (This proposal includes)

- BAS system includes Johnson Controls FX field controllers.
- Johnson Controls Metasys BAS system is existing and shall be modified to meet scope.
- All software programming required to complete the above scope is included.

Common Miscellaneous Exclusions (This proposal DOES NOT Include)

- Any work or components not specified above is excluded.
- All rooftop units are assumed to have factory installed components such as VFDs, starters, safeties, ECM motors and terminals, Discharge sensors, dampers with actuators, 24VAC powering components etc. These components are required for proper control of units and shall be used as part of the controls sequence. Troubleshooting, repair, or replacement of these components is excluded.
- Rooftop units require factory sensors, refrigeration controllers, and electronic components. These are assumed to be factory provided and installed, and are excluded from his scope.
- All existing devices, controllers, supervisory, and servers are assumed to be in proper working order. Troubleshooting, repair, or replacement of any existing components is excluded. Any troubleshooting or repair of existing equipment will be written up as part of a separate contract.
- Pricing includes components specified in the scope above, as well as labor required for engineering, programming, labeling of components, user interface programming, and remote startup/troubleshooting. Labor or material required for wiring and installation is excluded.
- Startup or commissioning of third party equipment is excluded.
- No asbestos removal is included if encountered. Owner to make aware of any known asbestos that may be present in the facility.
- Fire stopping components or installation are excluded.
- Fire alarming, protection, and smoke control systems and components are excluded.
- UL864 Listing and testing is excluded.
- Life safety systems are excluded.
- Seismic constraints are excluded.
- Allowances and liquidated damages are excluded.
- Performance bonds are excluded.
- Project acceleration is excluded.
- Energy monitoring and consultation is excluded.
- Automated fault detection services are excluded.
- Monitoring and alarming of environmental gases including Radon, PM10, PM2.5, TVOC is excluded.
- Any IAQ testing or procedures are excluded.
- Dampers are excluded.
- Taxes are excluded.

Brown Graphics LLC
513-406-1893
-Seven Mile, OH 45062



The Price for **BASE BID** As Specified Above – **\$25,444.00**
TWENTY-FIVE THOUSAND FOUR-HUNDRED FORTY-FOUR AND 00/100 DOLLARS

Respectfully submitted,

Dennis Brown
Owner
Brown Graphics LLC

Terms and Conditions

1. Applicability

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between Brown Graphics LLC or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Products") and services ("Services") indicated on Sales Documents. "Sales Documents" means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request. Certain general exclusions of products or services apply to the scope of work referenced in sales documents and proposals. These exclusions apply unless otherwise specified, see general exclusions list in section 14, used in conjunction with any additional scope letters, proposals, or sales documents provided by Seller.

1.4 The Agreement between Seller and Purchaser is created when purchaser accepts this proposal, or when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, (i) delivery of Products shall be made CPT Purchaser's Ship-To Address (INCOTERMS® 2020), (ii) freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and (iii) title to Products (excluding any Software or intellectual property) shall pass to Purchaser upon their arrival at the destination where applicable.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's order. If the materials or equipment included in this scope become temporarily or permanently unavailable for reasons beyond the control and without the fault of the Seller, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof. In the case of permanent unavailability, the Seller shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available and acceptable substitute, therefore.

2.4 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's site or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorizations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate. A safe work environment includes compliance with the locations and practices of the Occupational safety and health act (OSHA) of 1970.

2.5 Seller shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond the Seller's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers, subcontractors or affiliates of the Seller.

2.6 Seller reserves the right to cancellation should the contract go dormant. The seller shall consider the contract dormant if unresolved issues, redesign, information from the purchaser or agent or affiliate of the purchaser, or working conditions, have been without substantial progress for more than 60 days.

3. Safety

3.1 Purchaser hereto agrees to notify seller immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the products, services, or location of work.

3.2 Under no circumstances shall the Seller be responsible for removal, disruption, modification, or transportation of hazardous materials. Hazardous materials is defined as articles or substances which are capable of posing a risk to health, safety, property, or the environment or are listed or classified as regulated by a regulating authority. These materials include but are not limited to asbestos, radioactive materials, petroleum hydrocarbon products, polychlorinated biphenyls, mold, lead-based paints and materials, and biohazards such as Legionella, or other disease containing materials. Purchaser shall be responsible, at its sole expense, for removing and disposing of Hazardous Materials from its facilities and for the remediation of any areas impacted. Purchaser shall, after any removal of hazardous materials, certify that removal prior to continuation of services by the Seller.

3.3 Purchaser shall make the Seller aware of any known hazardous materials in the immediate work area.

4. Use of Products

4.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, engineering sheets, limited use information and labeling ("Use Documents"), and (b) properly test, use, and install products and materials.

4.2 Purchaser acknowledges that Products are not tested for safety or compliance in food, drug, medical device, cosmetic manufacturing or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

5. Inspection and Rejection of Nonconforming Products

5.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if required.

"Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

5.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

5.3 Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. Software, opened electronics, batteries) may not be returned under any circumstances. Title to returned Products (if applicable) shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

6. Price and Payment

6.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices in a contract valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped or services are rendered, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

6.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges, in addition to stated price; however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets. Any tax exemption status and documents shall be made available to the Seller prior to the order of any materials or products.

6.3 The Seller may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five percent (25%) of the contract price is for engineering, drafting, software programming, and other mobilization costs incurred prior to installation. This 25% shall be included in Seller's initial invoice.

6.4 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed. Waivers of lien shall be provided as requested.

6.5 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of one and one half (1.5%) per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products, software licenses, and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

6.6 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller

7. Software and Use Documents License Terms

7.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 7, shall apply.

7.2 Seller grants Purchaser the right and license to use the copy of the Software and the Use documents as provided by Seller. The license rights granted herein may not be transferred to another party unless such party agrees in writing to comply with these Terms. In any case, Software provided together or in connection with any Products or Services shall not be transferred separately from such Products or Services.

7.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party license agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

7.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

7.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate license agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

8. Limited Warranties

8.1 Seller warrants to Purchaser that Products shall be free from defects in material and workmanship arising from normal usage for a period of (a) 90 days from the date of shipment of Products or (b) The period and extend the same warranty terms and conditions which are received from the manufacturer of said equipment or products, whichever is shorter.

8.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

8.3 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

8.4 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

8.5 The limited warranty set forth in Section 8.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 4; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; or (c) a defect arises as a result of normal wear and tear or lack of proper maintenance.

8.6 The limited warranty set forth in Section 8.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) non-compliance with Use Documents; (b) any misuse, theft, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

8.7 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1 and 7.2, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

9. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products or materials, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability even if advised of the possibility of such damages, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, customer opportunities, cost of substitute equipment, facilities or services, downtime costs, data loss or other losses arising from viruses, ransomware, cyber attacks, or failure or interruptions to network systems or any liability of Purchaser to a third party. The Seller shall not be responsible for any damage or loss that may result from failed equipment or equipment that fails to work properly including equipment safety, fire, and security equipment. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee of Software involved. If a dispute arises under this Agreement, the Seller and Purchaser shall promptly attempt in good faith to resolve such dispute by negotiation. In the event a dispute is unable to be resolved, The Seller and the Purchaser shall have the right to initiate arbitration by filing with the American Arbitration Association. All disputes involving more than \$15,000 shall be resolved by arbitration. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. Compliance with Laws

Purchaser shall comply with all applicable federal, state, and local laws, regulations and ordinances. Purchaser shall maintain in effect all required licenses, permissions, authorizations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws.

11. Termination

11.1 In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) 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.

12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. Force Majeure

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; interruptions in supply chains; cyber-attacks, viruses, ransomware, failures or interruptions of network systems, data breaches; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

14. General Exclusions

Unless otherwise explicitly included in any Sales Documents accompanying or referencing these Terms, the following products, materials or services are excluded from and the Seller shall not be held liable in any way from any of the following: Repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets; Disposal of hazardous waste or materials; Painting or refinishing equipment, or the materials or supplies required to do so; Replacement or repair of obsolete parts or equipment; Startup, setup, repair, or modification of any equipment not explicitly covered under this scope; Plastering, patching, or painting of walls, ceilings, or the like; Installation of "in-line" duct or piping devices including, but not limited to sensor wells, valves, humidifiers, flow stations, dampers, orifices, etc.; Communications setup or connectivity of any equipment not provided by Seller; Programming, parameter adjustments, settings adjustments, functionality, or setup of any equipment not provided by Seller; Motor starting equipment not provided by Seller; Damage due to freezing weather; Failure or compromise of any structure, or structural component; Special testing outside of the scope of work; Normal function or testing of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; Refrigerant and refrigeration equipment; Seismic constraints; Demolition work; Allowances and liquidated damages; Troubleshooting or repair of any existing systems; Fire protection; Life safety systems; Building, construction, or electrical permits; Roofing work or repair; Access panels; After hours work, or any work outside of normal business hours of 8am-4pm Monday through Friday.

15. Miscellaneous

15.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

15.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

15.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

15.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

15.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Butler County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.

15.8 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 4, 7, 8, 9, 12, 15.6 and 15.9.

15.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorized representative of each party.

15.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy, available upon request.

16. Entire Agreement

This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

City Of Fairfield
Community Arts Center
411 Wessel Dr
Fairfield, OH, 45014

5/13/2026

Reference: (DB26-10) City of Fairfield - Community Arts Center – AH1 Return VFD Replacement

Brown Graphics LLC respectfully submits pricing to perform the following scope of work. Installation and wiring of components shall be by others as part of a separate contract. The scope of this project includes the following:

BASE BID

Air Handling Unit 1 Return Fan VFD (Speed Drive) Replacement

- BG LLC will provide (1) new return fan VFD (ACH580-01-023A-4) to replace existing bad VFD per scope. It shall be installed and wired inside the existing control panel located at the unit. Controller shall be wired by BG LLC, the installation and electrical shall be by others.
- The VFD drive is rated for variable torque at 460v-3ph-60hz input power and is complete with the following standard features: 4-20ma or 0-10v dc control interface; line reactor; NEMA 1 enclosure; H-O-A switch with manual speed capability; UL listed electronic overloads; UL listed drive (with appropriate fuses); factory 30 month (from date of shipment) on site parts and labor warranty; factory authorized startup.
- The VFD drive is complete with the following optional features: manual bypass with circuit breaker; drive input fuses.
- BG LLC will furnish programming as required to meet sequence. All controls setpoints shall be user adjustable, and available through supervisory.
- BG LLC will provide user interface programming for air handling unit. User interface programming shall include text based and graphical based representations of equipment with operator override and adjustment capabilities. **NAE supervisory controller and ADS server are existing.**
- BG LLC shall provide trends and alarms for critical unit points through user front end.

Common Miscellaneous Inclusions (This proposal includes)

- ABB VFD speed drive .
- All software programming required to complete the above scope is included.

Common Miscellaneous Exclusions (This proposal DOES NOT Include)

- Any work or components not specified above is excluded.
- All rooftop units are assumed to have factory installed components such as VFDs, starters, safeties, ECM motors and terminals, Discharge sensors, dampers with actuators, 24VAC powering components etc. These components are required for proper control of units and shall be used as part of the controls sequence. Troubleshooting, repair, or replacement of these components is excluded.
- Rooftop units require factory sensors, refrigeration controllers, and electronic components. These are assumed to be factory provided and installed, and are excluded from his scope.
- All existing devices, controllers, supervisory, and servers are assumed to be in proper working order. Troubleshooting, repair, or replacement of any existing components is excluded. Any troubleshooting or repair of existing equipment will be written up as part of a separate contract.
- Pricing includes components specified in the scope above, as well as labor required for engineering, programming, labeling of components, user interface programming, and remote startup/troubleshooting. Labor or material required for wiring and installation is excluded.
- No asbestos removal is included if encountered. Owner to make aware of any known asbestos that may be present in the facility.
- Fire stopping components or installation are excluded.
- Fire alarming, protection, and smoke control systems and components are excluded.
- UL864 Listing and testing is excluded.
- Life safety systems are excluded.
- Seismic constraints are excluded.
- Allowances and liquidated damages are excluded.
- Performance bonds are excluded.
- Project acceleration is excluded.
- Energy monitoring and consultation is excluded.
- Automated fault detection services are excluded.
- Monitoring and alarming of environmental gases including Radon, PM10, PM2.5, TVOC is excluded.
- Any IAQ testing or procedures are excluded.
- Dampers are excluded.
- Taxes are excluded.

Brown Graphics LLC
513-406-1893
-Seven Mile, OH 45062



The Price for **BASE BID** As Specified Above – **\$4,000.00**
FOUR THOUSAND AND 00/100 DOLLARS

Respectfully submitted,

Dennis Brown
Owner
Brown Graphics LLC

Terms and Conditions

1. Applicability

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between Brown Graphics LLC or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Products") and services ("Services") indicated on Sales Documents. "Sales Documents" means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request. Certain general exclusions of products or services apply to the scope of work referenced in sales documents and proposals. These exclusions apply unless otherwise specified, see general exclusions list in section 14, used in conjunction with any additional scope letters, proposals, or sales documents provided by Seller.

1.4 The Agreement between Seller and Purchaser is created when purchaser accepts this proposal, or when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, (i) delivery of Products shall be made CPT Purchaser's Ship-To Address (INCOTERMS® 2020), (ii) freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and (iii) title to Products (excluding any Software or intellectual property) shall pass to Purchaser upon their arrival at the destination where applicable.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's order. If the materials or equipment included in this scope become temporarily or permanently unavailable for reasons beyond the control and without the fault of the Seller, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof. In the case of permanent unavailability, the Seller shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available and acceptable substitute, therefore.

2.4 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's site or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorizations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate. A safe work environment includes compliance with the locations and practices of the Occupational safety and health act (OSHA) of 1970.

2.5 Seller shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond the Seller's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers, subcontractors or affiliates of the Seller.

2.6 Seller reserves the right to cancellation should the contract go dormant. The seller shall consider the contract dormant if unresolved issues, redesign, information from the purchaser or agent or affiliate of the purchaser, or working conditions, have been without substantial progress for more than 60 days.

3. Safety

3.1 Purchaser hereto agrees to notify seller immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the products, services, or location of work.

3.2 Under no circumstances shall the Seller be responsible for removal, disruption, modification, or transportation of hazardous materials. Hazardous materials is defined as articles or substances which are capable of posing a risk to health, safety, property, or the environment or are listed or classified as regulated by a regulating authority. These materials include but are not limited to asbestos, radioactive materials, petroleum hydrocarbon products, polychlorinated biphenyls, mold, lead-based paints and materials, and biohazards such as Legionella, or other disease containing materials. Purchaser shall be responsible, at its sole expense, for removing and disposing of Hazardous Materials from its facilities and for the remediation of any areas impacted. Purchaser shall, after any removal of hazardous materials, certify that removal prior to continuation of services by the Seller.

3.3 Purchaser shall make the Seller aware of any known hazardous materials in the immediate work area.

4. Use of Products

4.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, engineering sheets, limited use information and labeling ("Use Documents"), and (b) properly test, use, and install products and materials.

4.2 Purchaser acknowledges that Products are not tested for safety or compliance in food, drug, medical device, cosmetic manufacturing or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

5. Inspection and Rejection of Nonconforming Products

5.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if required.

"Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

5.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

5.3 Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. Software, opened electronics, batteries) may not be returned under any circumstances. Title to returned Products (if applicable) shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

6. Price and Payment

6.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices in a contract valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped or services are rendered, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

6.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges, in addition to stated price; however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets. Any tax exemption status and documents shall be made available to the Seller prior to the order of any materials or products.

6.3 The Seller may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five percent (25%) of the contract price is for engineering, drafting, software programming, and other mobilization costs incurred prior to installation. This 25% shall be included in Seller's initial invoice.

6.4 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed. Waivers of lien shall be provided as requested.

6.5 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of one and one half (1.5%) per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products, software licenses, and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

6.6 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller

7. Software and Use Documents License Terms

7.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 7, shall apply.

7.2 Seller grants Purchaser the right and license to use the copy of the Software and the Use documents as provided by Seller. The license rights granted herein may not be transferred to another party unless such party agrees in writing to comply with these Terms. In any case, Software provided together or in connection with any Products or Services shall not be transferred separately from such Products or Services.

7.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party license agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

7.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

7.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate license agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

8. Limited Warranties

8.1 Seller warrants to Purchaser that Products shall be free from defects in material and workmanship arising from normal usage for a period of (a) 90 days from the date of shipment of Products or (b) The period and extend the same warranty terms and conditions which are received from the manufacturer of said equipment or products, whichever is shorter.

8.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

8.3 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

8.4 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

8.5 The limited warranty set forth in Section 8.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 4; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; or (c) a defect arises as a result of normal wear and tear or lack of proper maintenance.

8.6 The limited warranty set forth in Section 8.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) non-compliance with Use Documents; (b) any misuse, theft, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

8.7 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1 and 7.2, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

9. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products or materials, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability even if advised of the possibility of such damages, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, customer opportunities, cost of substitute equipment, facilities or services, downtime costs, data loss or other losses arising from viruses, ransomware, cyber attacks, or failure or interruptions to network systems or any liability of Purchaser to a third party. The Seller shall not be responsible for any damage or loss that may result from failed equipment or equipment that fails to work properly including equipment safety, fire, and security equipment. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee of Software involved. If a dispute arises under this Agreement, the Seller and Purchaser shall promptly attempt in good faith to resolve such dispute by negotiation. In the event a dispute is unable to be resolved, The Seller and the Purchaser shall have the right to initiate arbitration by filing with the American Arbitration Association. All disputes involving more than \$15,000 shall be resolved by arbitration. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. Compliance with Laws

Purchaser shall comply with all applicable federal, state, and local laws, regulations and ordinances. Purchaser shall maintain in effect all required licenses, permissions, authorizations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws.

11. Termination

11.1 In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) 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.

12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. Force Majeure

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; interruptions in supply chains; cyber-attacks, viruses, ransomware, failures or interruptions of network systems, data breaches; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

14. General Exclusions

Unless otherwise explicitly included in any Sales Documents accompanying or referencing these Terms, the following products, materials or services are excluded from and the Seller shall not be held liable in any way from any of the following: Repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets; Disposal of hazardous waste or materials; Painting or refinishing equipment, or the materials or supplies required to do so; Replacement or repair of obsolete parts or equipment; Startup, setup, repair, or modification of any equipment not explicitly covered under this scope; Plastering, patching, or painting of walls, ceilings, or the like; Installation of "in-line" duct or piping devices including, but not limited to sensor wells, valves, humidifiers, flow stations, dampers, orifices, etc.; Communications setup or connectivity of any equipment not provided by Seller; Programming, parameter adjustments, settings adjustments, functionality, or setup of any equipment not provided by Seller; Motor starting equipment not provided by Seller; Damage due to freezing weather; Failure or compromise of any structure, or structural component; Special testing outside of the scope of work; Normal function or testing of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; Refrigerant and refrigeration equipment; Seismic constraints; Demolition work; Allowances and liquidated damages; Troubleshooting or repair of any existing systems; Fire protection; Life safety systems; Building, construction, or electrical permits; Roofing work or repair; Access panels; After hours work, or any work outside of normal business hours of 8am-4pm Monday through Friday.

15. Miscellaneous

15.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

15.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

15.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

15.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

15.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Butler County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.

15.8 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 4, 7, 8, 9, 12, 15.6 and 15.9.

15.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorized representative of each party.

15.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy, available upon request.

16. Entire Agreement

This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.



**City Council Communication
Regular Meeting - May 26, 2026**

Submitted by: Brian Rose, Fleet & Facilities Manager
Department: Public Works

Subject:

Justice Center Repairs and Upgrades

Legislation Title:

\$50,292 - Justice Center Repairs and Upgrades (Public Works)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount listed in the Financial Impact section from the Capital Improvement Fund for these projects.

Discussion:

This request will replace carpeting in the Special Investigations area, Court Hallway, Warrants Office, and Locker Rooms due to condition. This request will also paint the Special Investigations area and Skylight shafts due to condition.

Financial Impact:

\$50,292 (\$23,692 for carpet replacement + \$6,600 for painting + \$20,000 for contingencies and City Wide Facility needs) from the Capital Improvement Fund.

These projects are listed in the 2026 CIP as #6FC71 Justice Center Repairs and Upgrades (\$80,000).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. City of Fairfield - Court Hallway Fairfield OH - Removal - Prep - Carpet Tile - Rubber Cove Base - ESTIMATE - January 29th 2026
2. City of Fairfield - Justice Center Special Investigation Area Fairfield OH - Furniture - Removal - Prep - Carpet Tile - Rubber Cove Base - ESTIMATE -
3. City of Fairfield - Justice Center Warrant Area Fairfield OH - Furniture - Removal - Prep -

- Carpet Tile - Rubber Cove Base - ESTIMATE - January 29th 2
4. City of Fairfield - Justice Center Womens and Mens Locker Room Fairfield OH -
Removal - Prep - Carpet Tile - Rubber Cove Base - ESTIMATE - January 29t
 5. Paint Skylight
 6. Paint Special Investigations



January 29th, 2026

*7400 Liberty One Drive Liberty Township OH

(513) 860-2600

City of Fairfield

Job: Court Hallway

Attn: Brian Rose

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration:

Re: Removal - Prep - Carpet Tile - Cove Base

We will perform the following in the court hallway:

- *Remove and haul away the existing carpet tile
- *Remove and haul away the existing cove base
- *Clean and prep the concrete to make ready for the new installation of glue down carpet tiles
- *Provide and install Shaw Patcraft "Orbital" 24"x24" nylon commercial grade glue down carpet tiles – color: Satellite
- *Provide and install Roppe 4 - 1/2" rubber cove base – color: # 110 Brown
- *Provide and install commercial grade rubber transitions where necessary – color: # 110 Brown

Total Cost \$ 4, 893.00

***Pricing is based on using 1 carton of cove base and 1 bucket of adhesive that is remaining from last year**

Signature: Matt Dunn

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Accepted: Signature: _____ Date: _____



October 28th, 2025

*7400 Liberty One Drive Liberty Township OH

(513) 860-2600

City of Fairfield

Job: Special Investigation Area

Attn: Brian Rose

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration:

Re: Furniture - Removal - Prep - Carpet Tile - Rubber Cove Base

We will perform the following:

- *Move around all of the furniture, etc.
- *Remove and haul away the existing cove base
- *Remove and haul away the existing carpet
- *Clean and prep the concrete where necessary to make ready for the new installation of glue down carpet tiles (minor)
- *Provide and install Shaw "Orbital" nylon commercial grade glue down carpet tiles – color: TBD
- *Provide and install Roppe 4 - 1/2" rubber cove base – color: TBD
- *Provide and install commercial grade rubber transitions where necessary – color: TBD

Total Cost \$ 5, 895.00

Signature: Matt Dunn

Note: Pricing is valid through January 1st, 2026

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Accepted: Signature: _____ Date: _____



January 29th, 2026

*7400 Liberty One Drive Liberty Township OH

(513) 860-2600

City of Fairfield

Job: Justice Center Warrant Area

Attn: Brian Rose

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration:

Re: Furniture - Removal - Prep - Carpet Tile - Rubber Cove Base

We will perform the following:

- *Move around all of the furniture, etc.
- *Remove and haul away the existing cove base
- *Remove and haul away the existing carpet
- *Clean and prep the concrete where necessary to make ready for the new installation of glue down carpet tiles (minor)
- *Provide and install Shaw "Orbital" nylon commercial grade glue down carpet tiles – color: TBD
- *Provide and install Roppe 4 - 1/2" rubber cove base – color: TBD
- *Provide and install commercial grade rubber transitions where necessary – color: TBD

Total Cost \$ 6, 874.00

Signature: Matt Dunn

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Accepted: Signature: _____ Date: _____



January 29th, 2026

*7400 Liberty One Drive Liberty Township OH

(513) 860-2600

City of Fairfield

Job: Justice Center Women's and Men's Locker Room

Attn: Brian Rose

DeGeorge Ceilings & Flooring is pleased to present the following proposal for your consideration:

Re: Removal - Prep - Carpet Tile - Cove Base

We will perform the following in the women's and men's locker room:

- *Remove and haul away the existing carpet tile
- *Remove and haul away the existing cove base
- *Clean and prep the concrete to make ready for the new installation of glue down carpet tiles (minor prep)
- *Provide and install Shaw 24"x24" nylon commercial grade glue down carpet tiles (style and color: TBD)
- *Provide and install Roppe 4" or 4 - 1/2" rubber cove base – color: TBD
- *Provide and install commercial grade rubber transitions where necessary – color: TBD

Total Cost \$ 5,967.00

Signature: Matt Dunn

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Accepted: Signature: _____ Date: _____

JOHN SHORT PAINTING

(513) 283-2641

Johnshort@cinci.rr.com

Job: JUSTICE CENTER SKYLIGHT

Interior Skylight Painting 4' x 4' x 8'

-Paint (4) Skylights

-Minor D/W skim as needed

-Kilz minor water stain marks from condensation (as needed)

-Paint bottom of skylight flat ceiling area same as skylight color

Labor and Materials: \$2000.00

Materials / Labor \$13,250.00

JOHN SHORT PAINTING

(513) 283-2641

Johnshort@cinci.rr.com

Job: JUSTICE CENTER

Special Investigations

Interior Paint

- Paint (2) coats color of choice
- Storage room 13 x 10
- Small office 13 x 15
- Small hallway 12 x 5
- Large work area 25 x 16
- Paint (2) door frames to match
- I.T. Department to handle all computers
- Carpet to be replaced after painting

Any and/or all contents, furniture, materials, storage room supplies, gun safe, etc. to be moved by department personnel and/or Fairfield maintenance with assistance if necessary from John Short Painting.

Labor and Materials: \$4600.00

Materials / Labor	\$13,250.00
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