

Mitch Rhodus
Mayor

Tim Meyers
Councilmember, At-Large

Matt Davidson
Councilmember, At-Large

Gwen Brill
Councilmember, At-Large



Leslie Besl
Councilmember, 1st Ward

Dale Paullus
Councilmember, 2nd Ward

Debbie Pennington
Councilmember, 3rd Ward

Adam Kraft
Councilmember, 4th Ward

**City of Fairfield City Council
Regular Meeting Agenda
Monday, February 10, 2025 7:00 PM
5350 Pleasant Avenue, Fairfield, OH 45014**

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

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

Council-Manager Briefing

6:30 PM - Energy Aggregation

Business Meeting Call to Order

Prayer/Pledge of Allegiance

Councilmember Adam Kraft

Roll Call

Agenda Modifications

Executive Session Requests

Special Presentations

None.

Citizen Comments

Council Reports

Public Hearing(s)

1. Joint Public Hearing - Forest Fair Mall Rezoning

Approval of Minutes

1. Regular Meeting Minutes - January 27, 2025

Old Business

1. Community & Public Relations - Councilmember Gwen Brill

- a. Simple Motion: Formal recognition and/or approval of Council assignments and appointments dated January 1, 2025.
 - Motion - Remove from Table
 - Motion - Amend
 - Motion - Adoption

2. Development Services - Councilmember Adam Kraft

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.
 - Legislation - Hold Second Reading pending Planning Commission recommendation

3. Public Utilities - Councilmember Matt Davidson

- a. Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.
 - Legislation - Second Reading

4. Public Works - Councilmember Debbie Pennington

- a. Resolution declaring the necessity of repairing sidewalks (including aprons).
 - Legislation - Third Reading
 - Motion - Adoption

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

1. Finance & Budget - Councilmember Tim Meyers

- a. Ordinance to amend subsection (b), Fringe Benefit Method, of Section 163.18 OPERS Pickup of Chapter 163, Employee Provisions, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.
 - Legislation - First Reading
 - Motion - Suspend Second and Third Readings
 - Motion - Adoption
- b. Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."
Contractual Appropriations: \$377,711 total (see attached for detail)

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

\$60,000.00 - Water Division - Asphalt and Concrete (Public Utilities)

\$17,711 – Annual Concrete Program contingency funds restored (Public Works)

\$300,000 - Municipal Building Security Upgrades change order (Public Works - existing contract)

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Non-Contractual Appropriations: \$11,776 total (see attached for detail)

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

\$11,776 - Ross and Woodridge Roundabout Right of Way Services (Public Works)

Meeting Schedule

Monday, February 24, 2025 - Council-Manager Briefing, 5:30 PM; Regular Meeting, 7:00 PM

Monday, March 10, 2025 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Monday, March 24, 2025 - Council-Manager Briefing, 6:00 PM; Regular Meeting, 7:00 PM

Executive Session of Council (if Needed)

Adjournment



Fairfield City Council
January 31, 2025

Public Hearing Notice

All property owners and citizens of Fairfield, Ohio are hereby notified that a joint public hearing between the Planning Commission and City Council has been scheduled for Monday, February 10, 2025 at 7:00 PM at the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio 45014. The purpose of the hearing is to solicit citizen input regarding a change in zoning from C-2, Central Business District to M-1, Industrial Park District for 4.12 acres of land located 400 feet south of the terminus of Kolb Drive at the site of the former Forest Fair Mall.

Questions may be directed to the department by telephone at (513) 867-5345 or via e-mail at development@fairfield-city.org. The department is open Monday through Friday, between the hours of 8:00 AM and 5:00 PM.

Alisha Wilson
Clerk of Council

For insertion in the Journal News Friday, January 31, 2025

**City of Fairfield Minutes
Regular Meeting of City Council
January 27, 2025**

Council-Manager Briefing

None.

Business Meeting Call to Order

Mayor Rhodus 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 Kraft, moved to excuse Councilmember Brill. Motion carried 6-0.

Agenda Modifications

None.

Executive Session Requests

Councilmember Davidson, seconded by Councilmember Meyers, moved for Executive Session to discuss the appointment, employment or compensation of public employee or official. Roll call vote. Motion passed 6-0.

Special Presentations

None.

Citizen Comments

Christine Helton, 6372 Robert E Lee Drive - addressed Council regarding issues with the Income Tax Division. She requested that someone look into the many issues with that division, including lost returns and paperwork. Mayor Rhodus referred her to Finance Director Diana

Davenport to look into the issue further.

Council Reports

Councilmember Davidson addressed the increase in cryptocurrency scams. He would like to explore possible legislation or other actions to take to help protect residents from losing their hard-earned money.

Councilmember Meyers addressed concerns regarding background checks for boards and commissions. He stated that it may be necessary to clarify information that will be pulled and that it doesn't include credit reporting. He also thanked Public Works for the quick excessive water use alert email today due to a water hose being left on while it was frozen and then started running when it thawed out.

Councilmember Besl announced the Wine, Women and Song and Fairfield Footlighters events at the Community Arts Center.

Mayor Rhodus gave kudos to the Fire Department for their great work at a fire in the city and Public Works for helping with the water all over the road that was freezing. Councilmember Besl seconded that regarding two calls for EMS for her parents. Mayor Rhodus thanked Public Works for their great work on the streets during snow events and said he had some great conversations with Governor and state officials at the inauguration last week

Public Hearing(s)

None.

Approval of Minutes

1. Regular Meeting Minutes - January 13, 2025

The Regular Meeting Minutes of January 13, 2025 were approved as written and submitted.

Old Business

1. Community & Public Relations - Councilmember Tim Meyers

- a. Simple Motion: Formal recognition and/or approval of Council assignments and appointments dated January 1, 2025.

Councilmember Meyers stated that this item would remain tabled for further discussion.

2. Development Services - Councilmember Matt Davidson

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

Councilmember Davidson presented the third reading of this ordinance.

Councilmember Matt Davidson, seconded by Tim Meyers, moved to adopt. Motion Yes 6, No 0, Abstained 0.

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

3. Public Works - Councilmember Adam Kraft

- a. Resolution declaring the necessity of repairing sidewalks (including aprons).

Councilmember Kraft presented the second reading of this ordinance.

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

Councilmember Leslie Besl, seconded by Debbie Pennington, moved to read all New Business by Title Only. Motion Yes 6, No 0, Abstained 0.

1. Development Services - Councilmember Matt Davidson

- a. Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

Hillwood Investment Properties is proposing to redevelop a portion of the former Forest Fair Mall site. The redevelopment will include demolishing the entire mall and the associated four story parking garage. Once demolished, Hillwood is proposing to develop a business park consisting of three light industrial buildings on 54 acres on the eastern side of the property. The buildings will range in size from 250,000 – 355,000 square feet. The majority of the development will be located in Forest Park, with only 8% of the development located in Fairfield. The remaining front portion of the mall site that has direct access to South Gilmore Road will remain with the current property owner and could support a mixed use redevelopment in the future.

Concurrent with this rezoning request, Hillwood is requesting a zone change for the +/- 50 acres in Forest Park from Planned Business (PB) to Industrial Park (IP). A public hearing for the Forest Park rezoning has been scheduled for January 27. It is anticipated that a vote by Forest Park City Council will occur in February.

Forest Fair Mall was constructed in the late 1980s and opened to the public in 1989. The 1.5 million square foot building sits on 90.43 acres, straddling two cities, two counties and three school districts. Approximately one-third of the mall is located in Fairfield and the remaining two-thirds is located in Forest Park. The mall has changed ownership many times and a major upgrade was completed in 2004 that included both interior and exterior renovations. Over the years, owners of the mall have struggled with acquiring and retaining tenants resulting in the decline of the mall, including the structural integrity and exterior appearance. Several years ago, the Fairfield Fire Department ordered the closure of the parking garage due to the failure of the fire suppression system. More recently, the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops left the mall in January 2024. Kohls has recently announced it will be closing

this store in April 2025, leaving the entire mall vacant.

Councilmember Davidson presented the first reading of this ordinance and set the Joint Public Hearing date for February 10, 2025.

2. Public Utilities - Councilmember Debbie Pennington

- a. Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.

The City of Fairfield desires to exchange certain properties with the City of Hamilton for future development purposes.

In accordance with the provisions outlined in the draft Real Estate Exchange Agreement, this legislation will authorize the City Manager to execute the agreement and appropriate the funding necessary for the exchange.

Councilmember Pennington presented the first reading of this ordinance.

3. Finance & Budget - Councilmember Gwen Brill

- a. Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 118-24 and all amendments thereto and declaring an emergency.

The proposed modification is driven by a commitment to operational excellence and efficiency. The changes include the broadening of scope and responsibilities of the position of Tax Administrator. The change in classification of the position offers benefits including retention of the incumbent in the current role and strategic succession planning for the organization. The Tax Supervisor position existed in prior Service Delivery Charts, and its revival will allow for flexibility in future staffing decisions pertaining to the Tax Division, once the full scope of new duties assumed by the Tax Administrator/Assistant Finance Director is evaluated. At this time we do not anticipate filling the position in the short-term

Tax Administrator/Assistant Finance Director (Proposed)

The current position, Tax Administrator, focuses exclusively on operations in the City Income Tax Division. To further enhance the city's operational efficiency, it is proposed the position be reclassified to include more diversified duties and responsibilities that are managed in the Finance Department.

- Tax Administrator (Existing Position)
 - o Responsible for overseeing all aspects of the daily operations of the Tax Division.
 - o Directly supervises Analysts and Clerks in the auditing of tax returns and enforcing compliance with the filing requirements of residents and businesses
 - o Primary focus is income tax administration and customer service

- Tax Administrator/Assistant Finance Director (Reclassified Position)
 - o Responsible for all duties and responsibilities of Tax Administrator role
 - o Assist the Finance Director with budget preparation and financial reporting
 - o Assist the Finance Director with compiling and analyzing data to conduct treasury investment, risk management and debt management activities
 - o Assist the Finance Director with overseeing adherence to and compliance with City purchasing policies and procedures
 - o Compile labor costing figures to assist in collective bargaining

Key benefits of this addition include:

- Increased Capacity: The addition of finance specific duties and responsibilities will increase the capacity of the City's Finance Department, allowing for greater focus on budget planning, policy development, and enhanced financial analysis.
- Improved Succession Planning: The addition of the Assistant Finance Director classification will strengthen the City's succession planning efforts, ensuring that there are qualified individuals in place to take on leadership roles in the future.
- Improved Service Delivery: Expanding the current Tax Administrator role will provide additional oversight and improve the quality and efficiency of City services.

The reclassified Tax Administrator/Assistant Finance Director position description has been presented and approved by the Civil Service Commission, Immediate Manager, Human Resources Manager and the City Manager. The reclassification of the Tax Administrator position is a strategic investment in the future of Fairfield. There is already an approved position description for the Tax Supervisor role. By enhancing leadership, increasing capacity, and improving service delivery, these moves will help the City to achieve its goals and create a more prosperous and sustainable community.

The proposed modifications represent a strategic investment in the city's future. By reclassifying the Tax Administrator position and reviving the Tax Supervisor role, the City can achieve significant improvements in operational efficiency, and service delivery, while advancing organizational goals.

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Adam Kraft, moved to suspend second and third readings. Motion Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Matt Davidson, moved to adopt. Motion Yes 6, No 0, Abstained 0.

ORDINANCE NO. 7-25. APPROVED 6-0.

- b. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Contractual Appropriations: \$355,000 total (see attached for detail - \$250,000 real

estate exchange; \$105,000 contingency funds restored)

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Matt Davidson, moved to suspend second and third readings. Motion Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Debbie Pennington, moved to adopt. Motion Yes 6, No 0, Abstained 0.

ORDINANCE NO. 8-25. APPROVED 6-0.

\$105,000 - Contingency funds restored - Professional and Technical Services related to Multi-Sensor Robotic Inspection – Public Utilities

- c. Ordinance to amend Ordinance No. 158-24 entitled “An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025.”
Non-Contractual Appropriations: \$161,848 total (see attached for detail)

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Leslie Besl, moved to suspend second and third readings. Motion Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Leslie Besl, moved to adopt. Motion Yes 6, No 0, Abstained 0.

ORDINANCE NO. 9-25. APPROVED 6-0.

\$52,000 - Wastewater Division Wet Well 2 Channel Grinder (Public Utilities)

\$30,000 - Water Division SCADA Integration (Public Utilities)

\$15,000 - Water Division - Valve Boxes (Public Utilities)

\$25,000 - Miscellaneous Traffic Signal Upgrades / Spare Parts (Public Works)

\$39,848 - Water Division - Manhole Castings (Public Utilities)

Executive Session of Council (if Needed)

Council recessed to Executive Session at 7:32 PM. Open session reconvened at 8:02 PM.

Councilmember Tim Meyers, seconded by Dale Paullus, moved to amend the agenda to add an ordinance relating to the City Manager's employment agreement. Motion Yes 6, No 0, Abstained 0.

Ordinance to authorize the Mayor and Finance Director as Acting City Manager to enter into an employment agreement with Scott W. Timmer for the City Manager position and declaring an emergency.

Councilmember Meyers presented the first reading of this ordinance.

Councilmember Tim Meyers, seconded by Adam Kraft, moved to suspend second and third readings. Motion Yes 6, No 0, Abstained 0.

Councilmember Tim Meyers, seconded by Adam Kraft, moved to adopt. Motion Yes 6, No 0, Abstained 0.

ORDINANCE NO. 10-25. APPROVED 6-0.

Council reconvened Executive Session at 8:04 PM.

Adjournment

The Regular Meeting adjourned at 8:48 PM.

ATTEST:

Clerk of Council

Mayor's Approval
Date Approved:



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Council Assignments and appointments dated January 1, 2025.

Legislation Title:

Simple Motion: Formal recognition and/or approval of Council assignments and appointments dated January 1, 2025.

- Motion - Remove from Table
- Motion - Amend
- Motion - Adoption

Recommendation:

It is recommended that City Council recognize and approve the following Council appointments via simple motion of Council:

Vice Mayor - Adam Kraft
Community & Public Relations - Gwen Brill
Development Services - Adam Kraft
Parks, Recreation & Environment - Leslie Besl
Public Safety - Dale Paullus
Public Utilities - Matt Davidson
Public Works - Debbie Pennington
Finance & Budget - Tim Meyers

Board of Zoning Appeals - Debbie Pennington
Community Improvement Corp - Tim Meyers & Adam Kraft
OKI - Dale Paullus
OKI Alternate - Mitch Rhodus
Emergency Management Agency - Mitch Rhodus
SELF Board - Gwen Brill

Discussion:

The attached assignments and appointments have been made by the Mayor and are recommended for approval.

Financial Impact:

None

Emergency Provision:

NA

Rule Suspension Requested:

NA

ATTACHMENTS:

None



City Council Communication
Regular Meeting - February 10, 2025

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

Subject:

Former Forest Fair Mall Rezoning

Legislation Title:

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), the City of Fairfield, Ohio, Zoning Map.

- Legislation - Hold Second Reading pending Planning Commission recommendation

Recommendation:

It is recommended that City Council have a first reading of this item at the January 27, 2025 meeting, set the joint public hearing for February 10, and await the written recommendation from the Planning Commission.

Discussion:

Hillwood Investment Properties is proposing to redevelop a portion of the former Forest Fair Mall site. The redevelopment will include demolishing the entire mall and the associated four story parking garage. Once demolished, Hillwood is proposing to develop a business park consisting of three light industrial buildings on 54 acres on the eastern side of the property. The buildings will range in size from 250,000 – 355,000 square feet. The majority of the development will be located in Forest Park, with only 8% of the development located in Fairfield. The remaining front portion of the mall site that has direct access to South Gilmore Road will remain with the current property owner and could support a mixed use redevelopment in the future.

Concurrent with this rezoning request, Hillwood is requesting a zone change for the +/- 50 acres in Forest Park from Planned Business (PB) to Industrial Park (IP). A public hearing for the Forest Park rezoning has been scheduled for January 27. It is anticipated that a vote by Forest Park City Council will occur in February.

Forest Fair Mall was constructed in the late 1980s and opened to the public in 1989. The 1.5 million square foot building sits on 90.43 acres, straddling two cities, two counties and three school districts. Approximately one-third of the mall is located in Fairfield and the remaining two-thirds is located in Forest Park. The mall has changed ownership many times and a major upgrade was completed in 2004 that included both interior and exterior renovations. Over the years, owners of the mall have struggled with acquiring and retaining tenants resulting in the decline of the mall, including the structural integrity and exterior appearance. Several years ago,

the Fairfield Fire Department ordered the closure of the parking garage due to the failure of the fire suppression system. More recently, the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops left the mall in January 2024. Kohls has recently announced it will be closing this store in April 2025, leaving the entire mall vacant.

Financial Impact:

None. This is a land use decision.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. Council_site plan
2. Council_aerial perspective
3. Council_corner elevation
4. ZONING CODE CHANGE-ORD
5. Council aerial_mall rezoning
6. Memo to Council_mall rezoning.2.3.25

Proposed Site Plan







ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1130.01(B)(2), THE CITY OF FAIRFIELD, OHIO, ZONING MAP.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1130.01(B)(2), is hereby amended by changing the zoning classification of the 4.12 acres of land located approximately 400 feet south of the terminus of Kolb Drive at the site of the former Forest Fair Mall and being parts of Lot 483 of the City of Fairfield as shown in the attached Exhibit "A" which is incorporated herein by reference from its present C-2, Central Business District to M-1, Industrial District.

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

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

ATTEST:

Clerk of Council

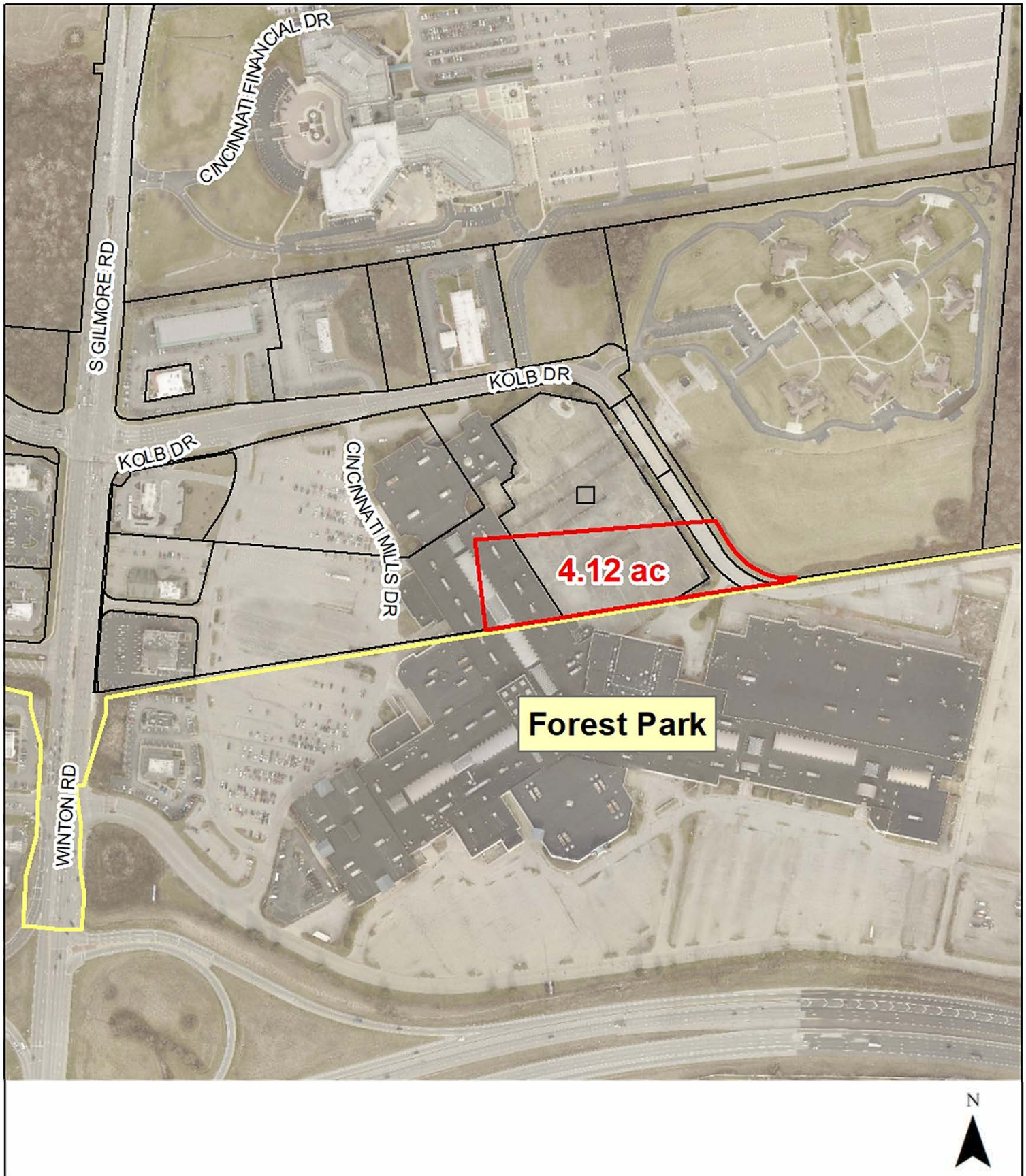
This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\ZONING CODE CHANGE-ORD

Exhibit A

Request to Change Zoning From C-2 to M-1



January 27, 2025



Staff Report

To: City Council and Planning Commission
From: Greg Kathman, Development Services Director and Erin Lynn, Planning Manager
Subject: Application to change the zoning of 4.12 acres located near the terminus of Kolb Drive at the former Forest Fair Mall
Date: February 3, 2025

The following is a summary of the rezoning request.

Request:

To change the zoning of 4.12 acres of the Forest Fair Mall site from C-2, Central Business District to M-1, Industrial Park District.

Background:

Forest Fair Mall opened to the public in 1989 as the largest shopping mall in the region, measuring 1.5 million square feet. The original developer, LJ Hooker, filed bankruptcy shortly after the mall opened and the mall passed between several owners in the 1990s. In 2002, the mall was purchased by the Mills Corporation, which launched a major \$70 million renovation that included rebranding the mall as Cincinnati Mills. The Cincinnati Mills renovation was completed as a public-private partnership that included creation of a tax increment financing (TIF) district and the issuance of bonds by the Port Authority of Greater Cincinnati. The bonds paid for improvements to the driveways, parking lots, and parking structure. The Mills Corporation was purchased by Simon Properties in 2007 and during its tenure Simon relocated several major tenants to the Cincinnati Premium Outlets in Monroe. The mall passed through the hands of two “distressed property” investors before being obtained by the current owner World Properties in 2010 as the holder of a defaulted mortgage.

Over the last 15 years, the mall has suffered from high vacancy and deferred maintenance which has led to visible degradation of the property. In 2018 the Fairfield Fire Department ordered the closure of the parking structure due to the failure of the fire suppression system. More recently, the interior portion of the mall was condemned by the City of Forest Park in 2022 due to health and safety concerns. Bass Pro Shops vacated the mall in January 2024 and Kohl’s has recently announced it will be closing this store in April, leaving the mall 100% vacant.

The decline of the mall lead to a substantial drop in tax revenues available to the two cities, two counties, and three school districts within which the mall is located. In addition to the decline in

taxes, the expected tax increment revenue to pay off the bonds did not materialize once the property value began to decline. More than \$10 million in outstanding bond debt remains, creating a barrier to redevelopment since the bonds must be paid before demolition can occur.

The current owner of the mall had declined multiple purchase offers by various investors and developers until 2021 when Hillwood Investment Properties, a major real estate development firm based in Texas, negotiated a purchase agreement. Hillwood specializes in building Class A business parks and has a positive track record of leasing them to companies with good paying jobs. Hillwood initiated discussion with both Fairfield and Forest Park about redeveloping the property. As part of its redevelopment proposal, Hillwood will pay off the remaining bond debt. Fulfilling the bond obligations will remove the Cincinnati Port Authority from the project and will allow for the demolition of all the structures. In 2022, Hillwood partnered with the Butler County Land Bank to secure a \$7.9 million state demolition grant to cover a significant percentage of the cost to demolish the entire mall, including the parking structure. The demolition funds have a deadline of December 31, 2025 to be spent or the grant will be lost.

Hillwood originally proposed developing the entire 99 acre property for a business park use that included large cross-docked buildings suited for logistics and distribution companies. After receiving feedback from both cities, Hillwood revised their plans to propose three smaller, rear-loaded buildings concentrated on 54 acres, primarily in Forest Park. The remainder of the property would remain in the ownership of World Properties and could support a mixed-use redevelopment in the future. Staff believes the smaller buildings will attract a more favorable mix of office, light manufacturing, and smaller logistics operations to the site than larger cross-docked buildings would have.

Site Summary:

The entire mall site consists of the 1.5 million square foot building, four story parking structure, surface parking, private ring road, detention basins, and access drives, but does not include the five restaurant outlots fronting on South Gilmore Road. It straddles two cities, two counties and three school districts. Approximately 22% of the mall site is located in Fairfield and the remaining 78% is located in Forest Park. The area to be rezoned for the entire project is approximately 54 acres, four acres in Fairfield and 50 acres in Forest Park. The area to be rezoned in Fairfield is located approximately 400 feet south of the terminus of Kolb Drive, more specifically the southern section of the existing parking structure. The area split between Fairfield and Forest Park is shown below:

Jurisdiction	Land Area	Area to be Rezoned	Remaining Area
Fairfield	22 acres	4 acres	18 acres
Forest Park	77 acres	50 acres	27 acres
Total	99 acres	54 acres	45 acres

The existing zoning of the mall in both cities is commercial and the proposed zoning classification in both cities is light industrial. The following is a breakdown of the surrounding zoning:

- ❖ North: C-2, Central Business
- ❖ South: IP, Industrial Park (proposed) *Forest Park*
- ❖ East: B-1, Institution and Office
- ❖ West: C-2, Central Business

Hillwood is proposing three multi-tenant buildings ranging in size from 250,000-355,000 square feet. The floor space is intended to be flexible with regard to the number of tenants. Of the three buildings only a small portion of one building is proposed to be located in Fairfield. The remainder of the land located in Fairfield is proposed to contain employee parking and landscaping. The application includes a conceptual landscape plan illustrating the applicant's intent to provide a full landscape treatment throughout the development. A detailed landscape plan will be required as a condition of site plan approval.

Traffic Impact Study:

See Departmental Correspondence dated January 31, 2025 from the Fairfield City Engineer.

Zoning Code References:

South Gilmore/Mack Overlay District:

The subject site is located in the South Gilmore/Mack Overlay District. The zoning code states that new development or redevelopment projects should focus on employment-centered uses such as office, medical office, high-tech research and development, and other similar uses.

C-2 Zoning:

The zoning code states that the purpose of the C-2 Zoning District is to promote and protect certain land areas for commercial uses that serve the residents of the city.

M-1 Zoning:

The zoning code states that the purpose of the M-1 Zoning District is to promote and protect certain land areas for light industrial development.

The following is a list of uses that are permitted, permitted with standards, and conditionally permitted in the M-1 District:

Government Facility	Permitted Use
Animal Boarding and Daycare	Conditional Use
Brewery and Distillery	Conditional Use
Building and Trade Shop	Permitted Use
Commercial Kitchen	Conditional Use

Financial Institution	Conditional Use
Wholesale Greenhouse	Conditional Use
Landscaping Service Facility	Permitted with Standards
Office – General and Medical	Conditional Use
Motor Vehicle Repair	Conditional Use
Indoor Recreational Facility	Conditional Use
Retail and Restaurant	Conditional Use
Food Processing	Conditional Use
Industrial Laundry	Conditional Use
Artisan Manufacturing	Permitted
Light Manufacturing	Permitted with Standards
Research, Develop., Laboratory Facility	Conditional Use
Stone and Monument Works	Permitted Use
Warehouse	Permitted with Standards

The following is a list of industrial uses that are not permitted in the M-1 District:

- ❖ Building Material Yard
- ❖ Construction and Large Equipment Rental, Sale and Service
- ❖ Contractor Yard
- ❖ Crematorium
- ❖ Junk Yard
- ❖ Heavy Manufacturing
- ❖ Motor Vehicle Storage and Tow Yard
- ❖ Renewable Energy Facility
- ❖ Trucking or Logistics Terminal

Light Manufacturing Definition:

Product assembling or mixing, where previously processed components or manufactured parts produced off-site are fitted together into a machine or blended or blown or extruded to form a non-combustible and non-explosive product. Product packaging, including bottling, canning, packing, wrapping, and boxing of products assembled. Laboratories for testing of non-hazardous materials. The assembling or packaging shall not produce noise, vibration, hazardous waste materials, or particulate that create significant negative impacts to adjacent land uses. Odors produced onsite shall not negatively affect other businesses or properties in the area. Examples of assembling include but are not limited to the production of the following: clothes, including screen printing; furniture (where wood is milled off-site); pharmaceuticals; hardware; toys;

musical instruments; mechanical components; electric or electronic components and appliances; small vehicle assembly; and computer software. Examples of packaging include, but not limited to, facilities for bottling beverages, canning, and wrapping of foods, and boxing electronic components.

Fairfield Forward Comprehensive Plan:

There are numerous sections of the Fairfield Forward Comprehensive Plan that relate to this project. The proposed land use for this property is Mixed Use which are areas that encourage multiple, different types of uses in a single building or development. Mixed use developments should provide a sustainable mix of uses that provide a wide variety of retail, service, employment and housing needs.

The proposed development is located within the South Gilmore/Mack Small Area, which is both a gateway into Fairfield and a major regional business activity area. The vision statement for this small area states, "The small area is a primary gateway entrance into Fairfield with close proximity to the interstate, contains high traffic volume generating businesses, and is a regional draw. It will have strong design standards for development, but also have flexibility to accommodate a range and intensity of uses that are compatible with, and support the current office and medical land use patterns." The comprehensive plan further states that due to its location directly off of I-275, the small area represents the city's best opportunity for large-scale, high quality economic development.

The following are Goals, Policies and Implementation Strategies from the plan that relate to the proposed project.

SOUTH GILMORE/MACK SMALL AREA PLAN

Goal SGM-1: Encourage a mixed-use environment that includes non-retail alternatives such as high-tech businesses, medical and office space. Limited areas of support retail and services are appropriate.

Policy 1.2: Develop a reuse plan for the Forest Fair Mall property that includes a sustainable mixed-use development that does not rely solely on one major land use.

The proposed business park will be located in the back portion of the property leaving approximately 45 acres (located in both Fairfield and Forest Park) available for a mixed-use development project. Currently there are five outlots along Winton/ South Gilmore Road occupied by restaurants.

Goal SGM-2: Require that new development and redevelopment meet the high standards of design expected by the community from a visual and quality perspective for this primary gateway into the city and encourage planned coordination as opposed to uncoordinated piecemeal type development.

The façade of the three buildings are designed with pillar like projections at intervals of 100 feet. This has a perceptible effect of reducing the visual mass of the wall. The buildings have lobby

entrances at each front corner along with additional entry features at intervals of the front façade. These are the areas where glass is used most extensively. The buildings are placed in a courtyard “T” arrangement with the rear of each building facing inward. This design contains the loading and unloading functions, most of the truck traffic and truck parking, and waste disposal within the inner part of the development. This layout uses the buildings themselves to act as a buffer and visual screen. Substantial landscaping is proposed around the perimeter of the site.

Goal SGM-4: Undertake a comprehensive approach to the design of pedestrian, bicycle, and vehicular traffic flow through this area with an emphasis on the use of service streets that provide access to and from land uses off Mack and South Gilmore Roads where feasible.

The site is served by a ring road with access to Winton/South Gilmore Road at two locations. The ring road will remain and will be utilized by the tenants of the business park. As outlined in the traffic impact study, truck traffic will be diverted to the access point across from Omniplex Drive in Forest Park due to its close proximity to the expressway. Employee traffic is anticipated to utilize both access points.

Policy 5.3: Require all new large-scale development and redevelopment (e.g. those developments creating 100 or more peak hour trips) in this area to submit a traffic impact study for city review and require the developer to participate in improvements to help reduce congestion at AM and PM peak hours that may be further worsened by the new development.

The applicant submitted a traffic impact study. Refer to the memo prepared by the City Engineer.

Strategy SGM-5: Encourage the application of a PUD on key parcels of land in the South Gilmore/Mack area to establish a comprehensive approach to mixed land use, pedestrian connectivity, open space preservation and access management.

The applicant is requesting a change in zoning to M-1, Industrial Park District. This is a straight rezoning request and not a PUD.

Strategy SGM-6: Continue to collaborate with the City of Forest Park, Butler County, affected school districts, REDI Cincinnati, and the Cincinnati Port Authority to coordinate development and redevelopment opportunities for the Forest Fair Mall site.

The applicant has submitted a parallel rezoning application to the City of Forest Park. The Forest Park Planning Commission discussed the project on January 14 and recommended a favorable approval. Forest Park’s City Council conducted a public hearing on the rezoning on January 27 with an anticipated final vote on February 18.

TRANSPORTATION

Goal T-1: Provide a comprehensive, safe, convenient, well-balanced, and financially feasible transportation system.

See Departmental Correspondence from the City Engineer.

Policy 1.1: Concentrate development in appropriate locations where the existing

infrastructure has available traffic capacity to minimize congestion.

See Departmental Correspondence from the City Engineer.

ECONOMIC DEVELOPMENT

Goal ED-1: Attract and retain a diverse economy of businesses and services to provide goods, services, and employment opportunities for residents, and to maintain a continued stable and healthy tax base.

Policy 1.4: Support office and industrial development in strategic areas which retain and expand opportunities for employment and an increase in the tax base.

The proposed business park development could potentially employ between 360 and 450 employees, based on the metrics of other similar buildings generating 1 job for every 2,000 to 2,500 square feet. Removal of the blighting impacts of the mall property will have a positive impact on the retention of existing major office and healthcare employers in the corridor, including Cincinnati Financial (3,000+ employees), Vertiv (300+ employees), and Mercy Health-Fairfield Hospital (1,300+ employees). Employees of the new business park will join the existing office and healthcare businesses in supporting the retail and restaurant uses within the corridor.

Goal ED-2: Promote the revitalization of aging and deteriorating commercial areas.

For many years the poor state of the mall and the significantly high vacancies were sources of frustration and negatively impacted the image and economic vitality of both cities. The mall is a blight on the community and the site will continue to deteriorate with the lack of tenants. Although Hillwood is only acquiring a portion of the site to build their business park, the company will demolish the entire mall building, including the attached parking structure, and pay off the outstanding bonds in full as part of the project. Staff believes these actions will significantly advance redevelopment of the site and the larger South Gilmore/Mack Small Area by removing a large, blighted property at a major gateway into Fairfield.

Policy 4.3: Discourage heavy industrial uses that will detract from the city. If such uses are permitted to locate in the city, all activities should be required to be in a wholly enclosed building and any outside storage be screened.

Heavy industrial uses are not permitted to locate in the M-1 District nor are they permitted in the IP zoning district in Forest Park. In addition, the IP zoning does not permit outdoor storage and requires all business activity to occur indoors. The M-1 zoning also requires all activity to occur indoors, but permits outdoor storage. It is recommended that outdoor storage not be permitted in order to be consistent with the IP zoning in Forest Park.

Recommended Conditions of Approval:

Should the Planning Commission approve the request, the following conditions of approval are recommended:

1. Notwithstanding the rezoning to M-1 zoning, landscaping services facility and motor vehicle repair shall not be permitted, and no outdoor storage shall be permitted.
2. The recommendations outlined in the final approved traffic impact study shall be implemented by the applicant.

DEPARTMENTAL CORRESPONDENCE

TO: Erin Lynn, Planning Manager

FROM: Nick Dill, City Engineer

DATE: January 31, 2025



SUBJECT: Traffic Implications of Proposed Forest Fair Mall Redevelopment

Background

South Gilmore Road is classified as a minor arterial and serves as a primary connection between the Route 4 (Dixie Highway) commercial corridor and the interstate interchange at I-275. Between the I-275 interchange and Mack Road, South Gilmore serves approximately 35,000 daily vehicles (ODOT 2023 count). Trucks are not permitted north of the intersection with Kolb. In recent years, Fairfield Public Works has made considerable effort to post the truck restrictions clearly. Despite this, trucks are still seen north of Kolb on a daily basis. In 2024, Fairfield Police cited 8 trucks for use of local streets.

The last major corridor improvement to South Gilmore Road was completed in 2012 and was justified by traffic studies from the mid-2000s when the mall was operating and generating substantially more traffic than it does at present. Additional improvements were made to the westbound ramp in late 2021. As a result, even with two of Fairfield's largest employers (Cincinnati Financial and Mercy Hospital) contributing significant traffic on South Gilmore Road in the peak hours, the road has enough capacity so that every intersection between Mack and the eastbound I-275 ramps operates at a Level of Service D or better. The Level of Service (LOS) scale is from A (Best) to F (Failing), with D and above considered to be acceptable. Even with assumed background traffic growth over the next 20 years, LOS is expected to remain above D at all intersections.

However, the corridor features significant room for development between the mall, the Heine property at the southwest corner of Mack/South Gilmore and the former Benzing property to the northeast of that intersection. Approximately 18 acres of the former Benzing property is expected to develop into a small subdivision in the near future. Development of these properties will generate additional traffic on top of the assumed background growth. The proposed mall redevelopment surpasses Fairfield's minimum threshold requiring the developer to produce a Traffic Impact Study (TIS) and consider improvements to the public roadways that will mitigate the impact of this development.

Hillwood's engineer, The Kleingers Group, submitted a TIS for the proposed mall redevelopment on January 14, 2025. City staff coordinated with Forest Park's engineer, Verdantas, to respond with several minor review comments on January 29. At the time of this memo, Kleingers has not updated the TIS in response to the comments, however, the general findings of the memo are not expected to be altered as a result of the comments.

Trip Generation and Impact on South Gilmore Road

The proposed redevelopment includes demolishing the mall, followed by the construction of approximately 940,000 square feet of business park space in the first phase in 2026. A second phase, assumed to consist of 220,000 square feet of retail, 5 acres of outlot development, and a hotel is expected at some point in the future. It should be noted that the TIS assumes the existing Kohls store will remain open, although recent news suggests that it will soon permanently close. This minor discrepancy is not expected to substantially impact the findings of the TIS.

The TIS demonstrates that the first phase of redevelopment will generate just under 200 trips in both the AM and PM peak hours. Daily truck traffic is expected to account for 33% of the total trips (approximately 500 per day), although most of those are expected to occur at off-peak times. The mixed-use second phase is shown to generate an additional 800 trips in the PM peak hour.

Analysis of intersection capacity and delay shows that the first phase of redevelopment has relatively little impact on overall intersection LOS at the City-controlled signals in either 2026 or 2046. Select movements at Kolb and eastbound I-275 ramp

intersections slip from LOS D to E in 2026 and then to F by 2046 in the assumed full-build scenario, but both signals' overall LOS remains acceptable. The TIS makes recommendations to mitigate these effects, discussed below.

The full-build scenario was only analyzed for 2046, as the timing of the second phase is unknown, but assumed to be after 2026. In its analysis, the TIS demonstrated that adding the second phase would degrade the overall LOS at Kolb in the AM peak hour from B to C, which is still considered acceptable. Individual movements at the eastbound ramp experience LOS degradation in this scenario as well.

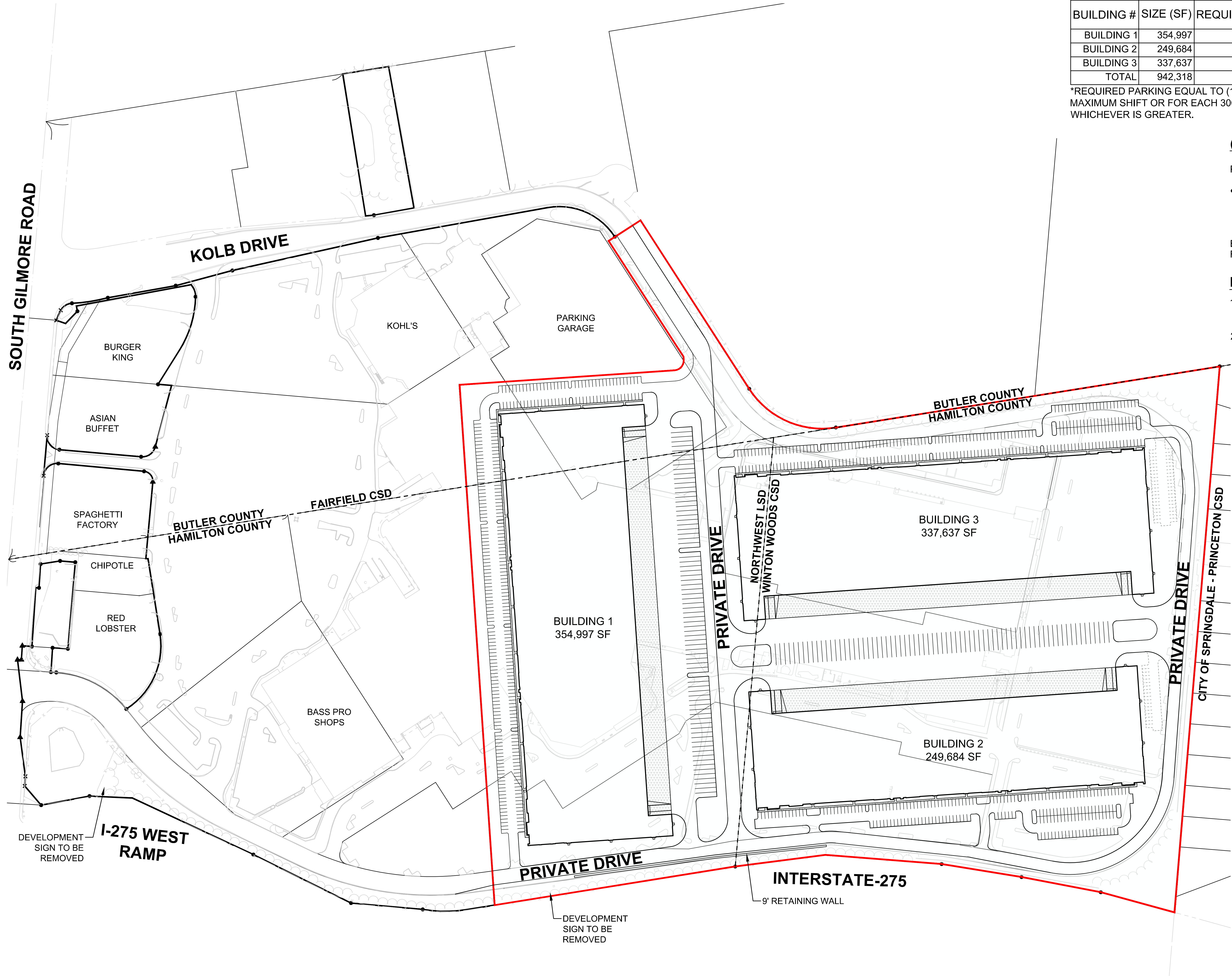
Traffic Impact Study Recommendations and Fairfield Position

Following Phase 1, the TIS recommends that signal timings be adjusted as necessary to optimize traffic signal operations and improve LOS. The City performs traffic counts and adjusts signal timings every three years with the next periodic adjustment expected in 2026. If the first phase of the mall redevelopment isn't expected to open until 2026, and/or the business park space hasn't been filled at that time, it may make sense for the City to hold off on adjusting signal timings in this corridor until a later date. This is something Fairfield Public Works can consider as this redevelopment moves forward.

After the mixed-use phase is completed, the TIS recommends modifications to the intersection with the eastbound ramp to further mitigate the reduced LOS that signal optimization can't address in the intersection's current configuration. In the response comments to Kleigners, Fairfield and Forest Park requested that the proposed modifications be discussed with ODOT to receive concurrence or discover whether further study or improvements would be necessary. It is Fairfield Public Works' position that the cost of modifying the intersection, along with additional costs attributed to any ODOT requirements, should be the responsibility of the developer at the time of the Phase 2 mixed-use development.

The draft TIS states that truck traffic is expected to use the Omniplex traffic signal. Previous iterations of proposed developments at this site have suggested the Kolb signal would be the primary truck route for accessing the site. The conceptual site plan included with the TIS appears to show that trucks will have the ability to exit the site on Kolb. The response comments have requested clarification on this point and have suggested that appropriate easements be granted to ensure the industrial development is able to access the site from the Omniplex signal in the future. The City also requested that the TIS recommend "No Trucks" signage and pavement markings at Kolb to complement the existing measures the City has already installed. This is also expected to be at the developer's cost.

Once the comments are addressed to the satisfaction of Fairfield and Forest Park, it is expected that both cities will approve the TIS.



PARKING ANALYSIS			
BUILDING #	SIZE (SF)	REQUIRED PARKING*	PROVIDED PARKING
BUILDING 1	354,997	118	312
BUILDING 2	249,684	83	204
BUILDING 3	337,637	113	271
TOTAL	942,318	314	787

*REQUIRED PARKING EQUAL TO (1) SPACE FOR EACH (3) EMPLOYEES ON MAXIMUM SHIFT OR FOR EACH 3000 SQUARE FT OF FLOOR AREA, WHICHEVER IS GREATER.

(IP) INDUSTRIAL PARK

PROPOSED LAND USE:

- ALL PERMITTED USES WITHIN THE INDUSTRIAL PARK DISTRICT IDENTIFIED IN APPENDIX B OF THE CITY OF FOREST PARK ZONING CODE.

BUILDING HEIGHT SHALL NOT EXCEED 75 FEET

NOTES

- DUMPSTERS TO BE LOCATED IN TRUCK COURT IN REAR YARD ADJACENT TO THE BUILDING.
- DUMPSTERS LOCATED IN REAR YARD ADJACENT TO THE BUILDING DO NOT REQUIRE ADDITIONAL SCREENING.

THE KLEINGERS GROUP
CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE
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6219 Centre Park Dr.
West Chester, OH 45069
513.770.7851

HILLWOOD
A PEROT COMPANY®

DEVELOPMENT PLAN

PARK 275
CITY OF FOREST PARK, OH
CITY OF FAIRFIELD, OH

SEAL:

NO. DATE DESCRIPTION

PARK 275
CITY OF FOREST PARK, OH
CITY OF FAIRFIELD, OH

PROJECT NO: 210795.002
DATE: 2024-12-17
SCALE:
0 50 100 200

SHEET NAME:
DEVELOPMENT PLAN

SHEET NO:
ZN-2





**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Real Estate exchange with Hamilton

Legislation Title:

Ordinance to authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio.

- Legislation - Second Reading

Recommendation:

It is recommended that City Council authorize the City Manager to execute a real estate exchange agreement with the City of Hamilton, Ohio, and appropriate the funding necessary for the exchange.

Discussion:

The City of Fairfield desires to exchange certain properties with the City of Hamilton for future development purposes.

In accordance with the provisions outlined in the draft Real Estate Exchange Agreement (attached), this legislation will authorize the City Manager to execute the agreement and appropriate the funding necessary for the exchange.

Financial Impact:

This real estate agreement specifies that the City of Fairfield may pay the City of Hamilton up to \$1.75M for reimbursable expenses associated with the property transfers. The funding source to be used by the City is the Transformative Economic Development (TED) fund. This project will be included in the 2025-2029 Capital Improvement Plan under project 5WT24 pending City Council approval.

Emergency Provision:

No

Rule Suspension Requested:

no

ATTACHMENTS:

1. Exhibits to agreement - DRAFT
2. 2025-01-21 City of Hamilton Real Estate Exchange Agreement
3. REAL ESTATE EXCHANGE-ORD







REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2025, between the **CITY OF HAMILTON, OHIO**, an Ohio Municipal corporation ("HAMILTON"), and the **CITY OF FAIRFIELD, OHIO**, an Ohio Municipal corporation ("FAIRFIELD"),

WHEREAS, HAMILTON is the owner of that certain property located at Nilles Road and Wessel Drive in the City of Fairfield, Butler County, Ohio being approximately 4.861 acres identified as tax parcel number A0700-011.000-001 as more fully described in Exhibit "A" attached hereto ("**Parcel A**").

WHEREAS, FAIRFIELD is the owner of that certain property located at 4850 Groh Lane being a total of 8.2650 acres identified as tax parcel number A0700-009.000-049 as described on Exhibit "B" attached hereto ("**Parcel B**") and as shown on Exhibit "B-1" attached hereto.

WHEREAS, HAMILTON is the owner of that certain property located at 6310 River Road in the City of Fairfield, Butler County, Ohio being approximately 4.7470 acres identified as tax parcel number A0700-010.000-028 as more fully described in Exhibit "C" attached hereto ("**Parcel C**").

WHEREAS, FAIRFIELD is the owner of that certain property located at 6300 River Road being a total of approximately 30.43 acres identified as tax parcel number A0700-010.000-027 of which FAIRFIELD intends to split off 4.747 acres as described on Exhibit "D" attached hereto ("**Parcel D**") and as shown on Exhibit "D-1" attached hereto and convey same to HAMILTON.

NOW THEREFORE. In consideration of and subject to the terms and conditions stated herein, Hamilton and Fairfield agree as follows:

1. FAIRFIELD agrees to sell and convey to HAMILTON good and marketable fee simple title to Parcels B & D.
2. HAMILTON agrees to sell and convey to FAIRFIELD good and marketable fee simple title to Parcels A & C.
3. Fairfield agrees to grant to Hamilton an ingress, egress and utility easement upon over and across the property located at 4850 Groh Lane in the area shown on Exhibit B-1 and labeled proposed 20' Access & Utility Easement to provide Hamilton access to Parcel B.
4. Fairfield agrees to grant to Hamilton an ingress, egress and utility easement upon over and across the property located at 6310 River Road in the area shown on Exhibit D-1 and labeled Future 25' Access & Utility Easement to provide Hamilton access to Parcel D.
5. Fairfield agrees to grant to Hamilton a wellhead protection isolation radius easement(s) in the areas being a part of Parcel C and the property located at 6310 River Road adjacent to Parcel D in the area shown on Exhibit D-1 and labeled Future 300' isolation radius.
6. Fairfield agrees to permit Hamilton access through all existing and future gates on Groh

Lane for the purpose of allowing Hamilton access to Parcel B from Joyce Park.

7. This Agreement is contingent upon Hamilton's receipt of the approval of a new well siting application by the Ohio EPA to permit Hamilton to place a new well on Parcel B. Hamilton will submit a new well siting application to Ohio EPA for a new well on Parcel B. Pending well siting approval by Ohio EPA for a new well on parcel B, Hamilton and Fairfield will coordinate the installation of a test water well and associated geological analysis and water quality testing on Parcel B. Fairfield agrees to reimburse Hamilton for the costs of obtaining the Ohio EPA approval, including but not limited to costs for well site application, engineering, and test well installation and analysis. ("Approval Costs"). If the EPA approves Parcel B for the site of a new raw water production well, the closing for the delivery of deeds and other instruments provided for herein shall be held within thirty (30) days after receipt of the EPA approval. If the EPA does not approve Parcel B for the site of a new raw water production well, Hamilton may terminate this agreement by written notice to Fairfield and retain the amounts paid by Fairfield for Approval Costs.

7.1 At closing, Fairfield shall deliver the following:

- A. General Warranty Deed, conveying Parcels B and D to Hamilton in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances.
- B. The Easements set forth in paragraphs 3, 4 & 5 in the form attached hereto as Exhibits 3, 4 & 5.
- C. The Approval Costs required pursuant to Paragraph 7 of this Agreement if not already paid to Hamilton by Fairfield.

7.2 At closing, Hamilton shall deliver the following:

- A. General Warranty Deed, conveying Parcels A and C to Fairfield in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances.
- B. The Easements set forth in paragraphs 3, 4 & 5 in the form attached hereto as Exhibits 3, 4 & 5.

8. After Closing, FAIRFIELD agrees to reimburse HAMILTON for the costs incurred by HAMILTON for installing a new well on Parcel B, including but not limited to design, engineering, power supply extension, well drilling and completion, raw water main extension, etc. less the estimated cost (\$130,000) that Hamilton would have incurred for the rehabilitation and upgrade of Well #11 on Parcel A ("Installation Costs"). Additionally, after closing and construction begins on the new well on parcel B, Hamilton will remove from existing Well #11 all pumping equipment, motor(s), control panel(s), electrical equipment, etc. Hamilton will also cap and seal Well #11 in accordance with applicable federal, state and local standards. FAIRFIELD will also reimburse HAMILTON for these costs ("Abandonment Costs"). Both parties agree that the maximum cost of all reimbursements associated with this agreement including the Approval Costs and Installation Costs and Abandonment Costs paid by Fairfield to Hamilton will not exceed \$1,750,000 without prior written agreement by both parties.

9. Following Hamilton's abandonment of existing Well #11, Fairfield will be responsible for demolition and removal of the existing well house and pavement.

10. Following installation of the new well on parcel B, an updated source water protection delineation will be completed (at minimum for the "Groh Lane" wellfield). The Hamilton to New Baltimore Groundwater Consortium will coordinate this effort. Fairfield will help fund the project if necessary.

11. Fairfield will coordinate and pay for all necessary survey work, lot split and real estate transaction documentation and closing costs associated with the real estate conveyances required herein to complete the real estate transfers. Fairfield agrees to pay the conveyance fee, if any, owing to the Butler County Auditor as a result of this transaction and the cost for preparation of the deeds conveying title as called for herein and for all recording fees. Each party shall be responsible for its own attorney's fees and each party shall bear the cost of any title examination or policies of title insurance insuring title to the property being acquired by them.

12. Risk of damage to the respective properties prior to closing, except for damage caused by the negligent or willful acts of either party, is assumed by the then owner of each of the properties, respectively.

Executed on the day and year first above written.

CITY OF HAMILTON, OHIO

CITY OF FAIRFIELD, OHIO

By: Craig Bucheit, City Manager

By: Scott W. Timmer, City Manager

Dated: _____

Dated: _____

EXHIBIT "A"

Entire Lot Numbered 329 as the same is known and designated upon the list of lots in the City of Fairfield, Butler County, Ohio. Save and except parts of lot 329 conveyed to the City of Fairfield by deeds recorded in Volume 1510 Page 647 and Volume 1659, Page 193 of the Butler County Ohio Deed Records.

A0700-011.000-001

EXHIBIT "B"

Date: September 24, 2024
Description: Parcel A
8.2650 Acres
Location: Part of Lot 14226 ~ City of Fairfield
Butler County, Ohio



Situated in Section 10, Town 1, Range 2, Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 14226 of the lands of City of Fairfield as recorded in Official Record ____, Page ____ of the Butler County Recorder's Office containing 8.2650 acres and being further described as follows:

Beginning at a set iron pin at the northwest corner of Lot 277 of the City of Fairfield, being all of Peter J. Groh and Janice K. Groh as recorded in Official Record 10029, Page 269 and being the south line of the lands of City of Hamilton (Lot 27883) as recorded in Deed Book 683, Page 15 and being the corporation line of the City of Hamilton and City of Fairfield; thence departing said Lot 277 and with said Lot 27883 and said Corporation Line, North 85° 37' 52" West, 100.72 to a set iron pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found; departing said corporation line and the south line of said Lot 27883 and with a new division line through the lands of said Lot 14226 the following three courses: South 05° 02' 50" West, 600.04 feet to a set iron pin;

thence, North 85° 37' 52" West, 600.04 feet to a set iron pin;

thence, North 05° 02' 50" East, 600.04 feet to a set iron pin on the south line of said Lot 27883;

thence, departing said division line and with said corporation line and said Lot 27883, South 85° 37' 52" East, 600.04 feet to the True Point of Beginning containing 8.2650 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

Basis of Bearings: Official Record 8866, Page 831

The above description was prepared from a plat of survey made on September 24, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ____, Page ____ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

A0700-009.000-049

EXHIBIT "B-1"

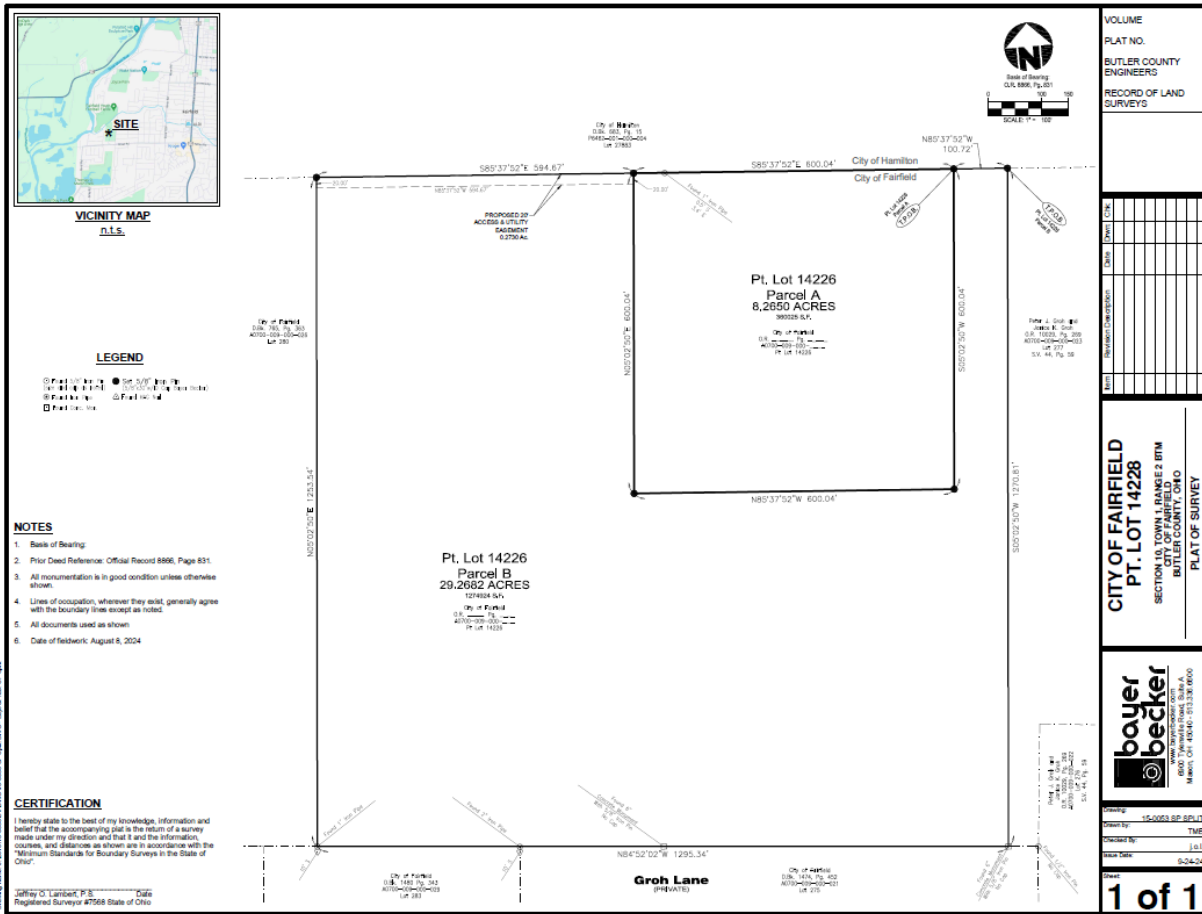


EXHIBIT "C"

Being Entire Lot 316 in the City of Fairfield Butler County, Ohio containing approximately 4.747 acres of land more or less.

A0700-010.000-028

EXHIBIT "D"

Date: December 11, 2024
Description: Parcel A
4.747 Acres
Location: Part of Lot 315 ~ City of Fairfield
Butler County, Ohio



Situated in Section 9, Town 1, Range 2 Between the Miamis, City of Fairfield, Butler County, Ohio, being part of Lot 315 of the lands of City of Fairfield as recorded in Official Record 9103, Page 1719 of the Butler County Recorder's Office containing 4.747 acres and being further described as follows:

Beginning at a found concrete monument with a 5/8" iron pin capped "Kleingers" at the southwest corner of Lot 12788 of Lakeside Manor Section One Block "A" and Block "B", being a Replat of Lot 314 as recorded in Plat Book 2873, Page B and the east right of way of River Road, thence, departing the southwest corner of said Lot 12788 and with said right of way of River Road, South 88° 35' 44" West, 50.58 feet to the centerline of said River Road, thence, with said centerline of River Road, South 07° 10' 27" West, 27.46 feet to the northwest corner of Lot 316 being all of City of Hamilton lands as recorded in Official Record 6342, Page 825, thence, departing the centerline of said River Road and with said City of Hamilton lands, North 86° 29' 34" East, 388.10 feet to a set iron pin on the northeast corner of said The City of Hamilton lands, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said City of Hamilton lands and with a new division line through said City of Fairfield lands for the following three courses: North 88° 35' 44" East, 369.82 feet to a set iron pin;

thence, South 03° 38' 12" West, 561.34 feet to a set iron pin;

thence, South 88° 35' 44" West, 369.82 feet to a set iron pin on the southeast corner of said City of Hamilton lands;

thence, departing said division line and with said City of Hamilton lands, North 03° 38' 12" East, 561.34 to the True Point of Beginning containing 4.747 acres of land, more or less, and being subject to all legal highways, easements, restrictions and agreements of record.

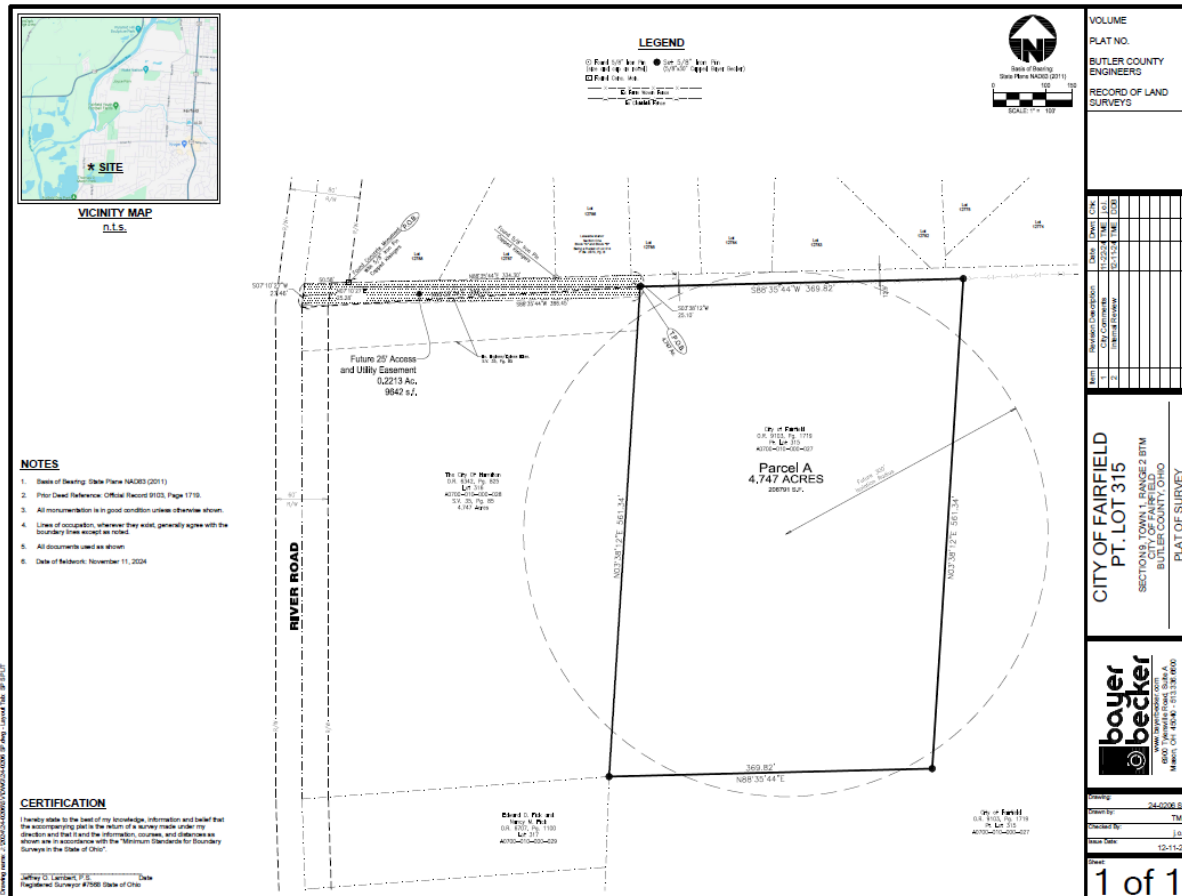
Basis of Bearings: State Plane NAD82 (2011)

The above description was prepared from a plat of survey made on December 11, 2024, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio. The plat of which is recorded in Volume ___, Page ___ of the Butler County, Ohio Engineer's Record of Land Surveys.

All set iron pins are 5/8" diameter x 30" long in size with plastic cap stamped "Bayer Becker"

A0700-009.000-027

EXHIBIT "D-1"



ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A REAL ESTATE EXCHANGE AGREEMENT WITH THE CITY OF HAMILTON, OHIO.

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

Section 1. The City Manager is hereby authorized to execute a Real Estate Exchange Agreement with the City of Hamilton, Ohio in accordance with the agreement on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

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

Legislation Title:

Resolution declaring the necessity of repairing sidewalks (including aprons).

- Legislation - Third Reading
- Motion - Adoption

Recommendation:

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

Discussion:

The City has completed the process of sidewalk inspection thereby requiring repair and/or replacement of sidewalks for 2025 by the abutting property owners.

This is an ongoing program that was implemented in 1994 to inspect sidewalks and approach aprons citywide. The program was designed to complete inspections of all city sidewalks on a four (4) year rotating basis. Marking of sidewalks and aprons citywide has been completed for the 2025 program year. There are approximately 351 property locations marked for repair or replacement that are resident/business owner responsibility. There are approximately 3,700 Square Feet of 4" (sidewalk), 6,900 Square Feet of 7" (driveway aprons) concrete, and 200 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement. There are 248 locations currently marked for repair via the cutting method. The cutting method has been used for many years now as part of the sidewalk project and has proved an effective method for limiting damage to the adjacent lawn and inconvenience to the residents while also being a cost saving measure for the property owners.

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

Notices are sent out to the affected property owners, giving them a minimum of 60 days in which to complete the replacement. The property owner has two options: either have the work

completed prior to the end of the 60-day notice or have the city's contractor complete the work. Should the property owner have the city's contractor perform the work, payment is made via an invoice from the city or charged to the owner's property tax duplicate.

With this early notification, the property owner will have more than the 60-day time frame to complete the work, before the city's contractor begins work, if they so desire. Currently, the city's contractor is anticipated to begin work sometime during the early summer.

Financial Impact:

No financial impact at this time.

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. SIDEWALK-RES

RESOLUTION NO. _____

RESOLUTION DECLARING NECESSITY OF REPAIRING SIDEWALKS
(INCLUDING APRONS).

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

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

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

Section 1. It is necessary to repair certain sidewalks (including aprons) in the City of Fairfield, Ohio, at the addresses of the abutting properties which are shown in the cost estimates prepared by the Public Works Director and which cost estimates are on file in the office of the Clerk of Council and are incorporated herein by reference.

Section 2. The plans, specifications and estimate of cost for said repair now on file in the office of the Clerk of Council be and the same hereby are approved.

Section 3. The owners of each lot and parcel of land bounding and abutting upon the proposed sidewalks shall repair that portion of said sidewalks (including aprons) which abuts his/her property, in accordance with the plans and specifications now on file in the office of the Clerk of Council within thirty (30) days after service of notice of the passage of this resolution.

Section 4. In the event any such abutting property owner does not complete the repair of that portion of such sidewalks (including aprons) which abut his/her property in accordance with said plans and specifications and within the time period as hereinbefore prescribed, then this Council shall cause the same to be done and the entire cost thereof shall be assessed upon the property of such abutting property owner.

Section 5. The Clerk of Council be and she hereby is authorized and directed to serve notice of the passage of this resolution upon the owners of the lots and lands abutting upon said sidewalks (including aprons) in the manner provided by law.

Section 6. This Resolution shall take effect at the earliest period allowed by law.

Passed

Mayor's Approval

Posted

First Reading

Rules Suspended

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\SIDEWALK-RES



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Amendment to Codified Ordinance Section 163.18

Legislation Title:

Ordinance to amend subsection (b), Fringe Benefit Method, of Section 163.18 OPERS Pickup of Chapter 163, Employee Provisions, of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio and declaring an emergency.

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

Recommendation:

It is recommended that City Council adopt an amendment to Codified Ordinance 163.18.

Discussion:

The proposed amendment is in response to review recommendations by the Ohio Public Employees Retirement System ("OPERS") to ensure ongoing compliance.

Financial Impact:

Funding is provided under the auspices of the approved 2025 Operating Budget.

Emergency Provision:

Yes- An emergency declaration is requested in order to ensure that the City of Fairfield is current with OPERS compliance updates and timely conforms its OPERS PICK-UP ordinance to remain compliant.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. OPERS PICKUP-ORD
2. EXHIBIT A-OPERS PICKUP

ORDINANCE NO. _____

ORDINANCE TO AMEND SUBSECTION (b), FRINGE BENEFIT METHOD, OF SECTION 163.18 OPERS PICKUP OF CHAPTER 163, EMPLOYEE PROVISIONS, OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO AND DECLARING AN EMERGENCY.

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

Section 1. Subsection (b), Fringe Benefit Method, of Section 163.18 OPERS PICKUP, of Chapter 163, Employee Provisions, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, is hereby amended to read as follows:

See attached Exhibit “A” which is incorporated herein by reference.

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 amendment will ensure the City remains current and compliant with OPERS requirements; 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
-------	---------------------------

EXHIBIT "A"

163.18 OPERS PICK-UP.

[NO CHANGES TO THIS SECTION UNTIL PARAGRAPH (b).]

~~[(b) — **Fringe Benefit Method.**~~

- ~~(1) — Effective March 11, 2024, five percent (5%) of the statutorily required employee contributions to OPERS shall be picked up and paid as a fringe benefit by the City for the City Manager only pursuant to Internal Revenue Code Section 414(h)(2). The remaining five percent (5%) shall be withheld from the City Manager per the salary reduction method as described in subsection (a) hereof. The pick up shall be an offset against future salary increases. This "pick up" by the City shall be designated as public employee contributions and shall be in lieu of contributions to OPERS by the City Manager. No person subject to this "pick up" shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it "picked up" by the City or being excluded from the "pick up". The City shall, in reporting and making remittance to OPERS, report that the public employees contribution for the City Manager subject to the "pick up" has been made as provided by the statute. Therefore, contributions, although designated as employee contributions, are employer paid, and the City Manager does not have the option to receive the contributions directly. All Contributions are paid by the employer directly to the Plan.~~
- ~~(2) — Under the fringe benefit method of employer pick up, salary is not modified; however, the employer will pay five percent (5%) of the City Manager's statutorily required contribution to OPERS.~~
- ~~(3) — The Finance Director and/or Payroll Administrator are hereby authorized and directed to implement the provisions of this section to institute the "pick up" of five percent (5%) of the statutorily required contributions to OPERS for the City Manager so as to enable them to have five percent (5%) of the City Manager's contributions paid by the employer.
(Ord. 24-24. Passed 3-11-24.)]~~

(b) FRINGE BENEFIT METHOD.

- (1) EFFECTIVE FEBRUARY 1, 2025, THE FULL AMOUNT OF THE STATUTORILY REQUIRED EMPLOYEE CONTRIBUTIONS TO OPERS SHALL BE PICKED UP AND PAID AS A FRINGE BENEFIT BY THE CITY OF FAIRFIELD, OHIO FOR THE CITY MANAGER ONLY PURSUANT TO INTERNAL REVENUE CODE SECTION 414 (h)(2). THE PICK UP SHALL BE AN OFFSET AGAINST FUTURE SALARY INCREASES. THIS "PICK UP" BY THE CITY OF FAIRFIELD, OHIO SHALL BE DESIGNATED AS PUBLIC EMPLOYEE CONTRIBUTIONS AND SHALL BE IN LIEU OF CONTRIBUTIONS TO OPERS BY THE CITY MANAGER. NO PERSON SUBJECT TO THIS "PICK UP" SHALL HAVE THE OPTION OF CHOOSING TO RECEIVE THE STATUTORILY REQUIRED CONTRIBUTION TO OPERS DIRECTLY INSTEAD OF HAVING IT "PICKED UP" BY THE CITY OF FAIRFIELD, OHIO OR BEING EXCLUDED FROM THE "PICK UP". THE CITY OF FAIRFIELD, OHIO SHALL, IN REPORTING AND MAKING REMITTANCE TO OPERS, REPORT THAT THE PUBLIC EMPLOYEES CONTRIBUTION FOR THE CITY MANAGER SUBJECT TO THE "PICK UP" HAS BEEN MADE AS PROVIDED BY THE STATUTE. THEREFORE, CONTRIBUTIONS, ALTHOUGH DESIGNATED AS**

EMPLOYEE CONTRIBUTIONS, ARE EMPLOYER-PAID, AND THE CITY MANAGER DOES NOT HAVE THE OPTION TO RECEIVE THE CONTRIBUTIONS DIRECTLY. ALL CONTRIBUTIONS ARE PAID BY THE EMPLOYER DIRECTLY TO THE PLAN.

- (2) THE "PICK UP" BY THE CITY OF FAIRFIELD, OHIO BY THIS SUBSECTION (b) SHALL APPLY ONLY TO THE CITY MANAGER OF THE CITY OF FAIRFIELD, OHIO.
- (3) UNDER THE FRINGE-BENEFIT METHOD OF EMPLOYER PICK UP, SALARY IS NOT MODIFIED; HOWEVER, THE EMPLOYER WILL PAY THE CITY MANAGER'S STATUTORILY REQUIRED CONTRIBUTION TO OPERS.
- (4) THE FINANCE DIRECTOR AND/OR PAYROLL ADMINISTRATOR ARE HEREBY AUTHORIZED AND DIRECTED TO IMPLEMENT THE PROVISIONS OF THIS SUBSECTION (b) TO INSTITUTE THE "PICK UP" THE STATUTORILY REQUIRED CONTRIBUTIONS TO OPERS FOR THE CITY MANAGER SO AS TO ENABLE THE CITY MANAGER TO HAVE HIS/HER CONTRIBUTIONS PAID BY THE EMPLOYER.



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

Contractual Appropriations: \$377,711 total (see attached for detail)

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

Recommendation:

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

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$377,711 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. CONTRACTUAL 2-10-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED “AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025.”

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$17,711
	40116025-252000 Improvements Other Than	
To:	Building	\$17,711
	<i>(2024 Concrete Program 4PW07 CONTINGENCY)</i>	
From:	Unappropriated Capital Improvement Fund	\$300,000
	40216025-254000 Building Improvements	\$300,000
To:	<i>(Municipal Building Renovations 5FC01)</i>	
From:	Unappropriated Water Surplus Fund	\$60,000
	60516025-252000 Improvements other than Building	\$60,000
To:	<i>(Concrete/Asphalt Repairs 5WT14)</i>	

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

ACTIVE CLIENTS\CITY OF FAIRFIELD\ORDINANCES\2025\CONTRACTUAL 2-10-ORD



**City Council Communication
Regular Meeting - February 10, 2025**

Submitted by: Matt Young, Field Superintendent
Department: Public Utilities

Subject:

Appropriation for Asphalt and Concrete Repairs

Legislation Title:

\$60,000.00 - Water Division - Asphalt and Concrete (Public Utilities)

Recommendation:

It is recommended that City Council authorize an appropriation in the amount of \$60,000.00 for concrete and asphalt improvements at Water Division facilities and for pavement repairs following water system repair work.

Discussion:

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

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

Financial Impact:

2025 funding for this project was included in the approved 2024-2028 Capital Improvement Program (CIP) under project 5WT14 (Asphalt/Concrete Replacement). \$60,000.00 is requested from 5WT14. The funding source is #605 - the Water Surplus Fund.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Contingency Funds Restored/Established from 2024 for 2025 – Concrete Program – Public Works

Legislation Title:

\$17,711 – Annual Concrete Program contingency funds restored (Public Works)

Recommendation:

The staff recommends that City Council authorize funding be restored in the amounts listed under the financial impact totaling \$17,711.00 from the Street Fund.

Discussion:

The contingencies were awarded in 2024 but not used yet as the projects stretch into the next calendar year or in some cases the contingency funding was not requested due to the project being awarded so late in the year that the project would not need contingency funding by the end of the calendar year.

Financial Impact:

4PW07 – Annual Concrete Program –Restore a contingency of \$17,711.00 from the Street Fund for Prus Construction

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

None



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Municipal Building Security Upgrades

Legislation Title:

\$300,000 - Municipal Building Security Upgrades change order (Public Works - existing contract)

Recommendation:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$300,000 from the Capital Improvement Fund. \$223,206 will be issued as a change order to the 2024 contract with Prodigy Building Solutions LLC, West Chester, Ohio issued to perform security upgrades to the Municipal Building as well as building updates due to age. The additional will be used for contingencies for the project.

Discussion:

This request is for the additional upgrades to the Municipal Building currently under the Municipal Building security upgrades project. This request will fully re-carpet the building and strip the wallpaper in the hallways, re-condition the drywall, and paint. This request will also move the Utility Department from its current location in the Finance Wing to the North Front Hallway. This will allow all but the Front North Wing to be secured from the general traffic by adding a security door for the entire south side of the building in conjunction with the security door leading back to Development Services. The non-secure North Front Wing will allow the general public to access Council Chambers, the Building Department, Utility Billing, and the restrooms. This project complete will be performed through Prodigy Building Solutions LLC, West Chester, Ohio with contracts held with The Ohio Purchasing Council (TOP-C) of which the City of Fairfield is a member thereof, utilizing Ohio Revised Code Title I, Chapter 167, allowing for the purchase of contract items through a Regional Councils of Governments, operated by or through a governing body recognized by the State of Ohio.

Financial Impact:

\$300,000 (\$223,206 for this project + \$76,794 for contingencies and City-Wide Facility's needs) from the Capital Improvement Fund CIP# 5FC01 Municipal/Annex Remodel

Emergency Provision:

Yes. Emergency provision is needed to facilitate purchasing of materials and securing of the building.

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. Change Order from Prodigy 2-1-25



City of Fairfield and Prodigy Building Solutions, LLC
Project: Municipal Building Refresh
TOP-C Unit Price Contract 2021-06-001b
Amendment Number 1 to Municipal Building Refresh Contract
Dated November 6th, 2024

This amendment ("Amendment Number 1") is made and entered into as of the 31st of January 2025, to amend that certain Contract with Job Name Municipal Building Refresh (hereinafter the "Agreement"), dated as of November 6th 2024, by and between Prodigy Building Solutions, LLC., (hereinafter "Prodigy") and City of Fairfield (hereinafter "Customer").

In consideration of the agreements of the parties herein contained, and other and further consideration, the receipt and sufficiency of which the parties do hereby acknowledge, Prodigy and Customer do hereby agree to the following additions as follows:

Scope

Refer to Drawing Set "Fairfield Municipal Refresh 1-31-2025" for all updated scope of works:

1. Changes from the Original Agreement to this Amendment Number 1 are as follows (list not fully comprehensive, however the new drawing set supersedes the original, and depicts all changes)
 - a. Updated demolition scope, demolished items shown in "Red"
 - i. Remove additional and different
 1. Walls and partitions
 2. Casework and wood trim
 3. Doors and frames
 - b. Structure, wall, and casework modifications
 - i. Provide temporary shoring
 - ii. Provide and install W beams to support load bearing walls which are being removed
 - iii. Infill openings with stud and drywall
 1. New utility billing area
 - iv. Add casework and transaction windows in utility billing
 1. Both transaction windows to be ADA compliant
 - v. Provide and install safety film over new and existing glazing for reception and new South Wing doorway areas
 - vi. Install new stud and drywall wall and door frame opening with access controls to restrict access to South Wing
 1. Two sidelites
 2. Provide and install electric strike and wiring
 3. Integration, readers, and other access control hardware by Owner
 - vii. Install new stud and drywall columns around new structural columns
 - viii. Install stained oak casework in the mayors office
 - c. Ceiling rework
 - i. Ceiling to be removed and replaced with new acoustical drop ceilings
 1. Rooms with revised ceilings will be provided with new LED center basket troffer lighting with dimmers
 - d. Remove wall coverings, skim drywall, and repaint (part of Alternate 1 from Original Agreement)
 - e. Replace additional flooring, part of Alternate 1 from the Original Agreement
 - f. Furniture
 - i. Furnish and install new conference room furniture
 - g. Plumbing



- i. Single use restroom to have new floor drain installed and existing sanitary line to be descaled
- h. Electrical
 - i. Add new receptacles and data drops in revised spaces
 - 1. New electric and data to be routed through wall, if possible
 - 2. Surface mounted conduit may be utilized if existing wall is masonry or impassible

Except as provided herein, no other provisions of the Agreement are amended.

Price Adjustment.....\$223,206.00

Original contract sum.....\$546,274.00

Net change by previous amendments\$0.00

Contract sum prior to this amendment\$545,274.00

New contract sum including this amendment.....\$769,480.00

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

CUSTOMER: City of Fairfield

CONTRACTOR: Prodigy Building Solutions, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**City Council Communication
Regular Meeting - February 10, 2025**

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

Subject:

Non-Contractual Appropriations

Legislation Title:

Ordinance to amend Ordinance No. 158-24 entitled "An Ordinance to make estimated appropriations for the expenses and other expenditures of the City of Fairfield, Ohio, during a period beginning January 1, 2025, and ending December 31, 2025."

Non-Contractual Appropriations: \$11,776 total (see attached for detail)

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

Recommendation:

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

Discussion:

Please refer to specific Council Communications for full description of these items.

Financial Impact:

\$11,776 from noted funding source.

Emergency Provision:

No

Rule Suspension Requested:

Yes

ATTACHMENTS:

1. NON CONTRACTUAL 2-10-ORD

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 158-24 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025."

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

Section 1. Ordinance No. 158-24, the 2025 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Street Improvement Fund	\$11,776
To:	40116023-233900 Other Professional Services (Ross and Woodridge Roundabout - ROW Services 5PW25)	\$11,776

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 - February 10, 2025**

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

Subject:

Ross and Woodridge Roundabout – Right of Way Services

Legislation Title:

\$11,776 - Ross and Woodridge Roundabout Right of Way Services (Public Works)

Recommendation:

It is recommended that City Council authorize the preparation of legislation authorizing funding for right of way services in the amounts listed in the financial impact section.

Discussion:

It is necessary for City Council to authorize the funding for right of way services for the 2026 Ross and Woodridge Roundabout Improvements. These services include appraisals on two properties and negotiation services.

This project is programmed in the proposed 2025-2029 CIP as 5PW25.

The roundabout project at Ross and Woodridge would include new curb, sidewalk, asphalt, stamped concrete, lighting, signage, etc. The project would be a safety improvement designed to reduce accidents and injuries at this intersection. This project is scheduled to bid in the spring of 2026 and construction will begin in summer 2026.

OPWC District 10 would be funding \$400,000 of the project. The City share would be well over 50% of this project with total construction costs of approximately \$1 million.

Financial Impact:

\$11,776.00 from the Street Fund (\$9,766.00 for Environmental Design Services and \$2,000.00 for Beck Consulting).

Emergency Provision:

No

Rule Suspension Requested:

No

ATTACHMENTS:

1. 25-00115-01P Proposal - FINAL

2. Ross and Woodridge Roundabout Exhibit

January 27, 2025

Nicholas Dill, City Engineer
City of Fairfield
8870 North Gilmore Road
Fairfield, Ohio 45014

**RE: Ross & Woodridge Roundabout
Environmental Design Group No. 25-00115-01P**

Dear Mr. Dill,

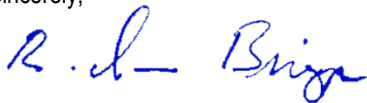
Environmental Design Group is pleased to submit our proposal for professional services ("Services") in response to our conversation/email on January 13, 2025, for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group's Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at 330-375-1390. We look forward to working with you and appreciate your business.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at (330) 375-1390. We look forward to working with you and appreciate your business.

Sincerely,



R. Douglas Briggs, P.E., P.S. | dbriggs@envdesigngroup.com | 513-519-1756
Director

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract

ACCEPTANCE BY CLIENT

I / We hereby authorize Environmental Design Group to perform the services as outlined above and accept the terms listed. Please sign, fill out AP information, and return one (1) copy to our office via email.

Signature Print Date

Special Instructions: _____

We will be sending invoices and payment reminders via e-mail. By sending these documents via email, we can ensure each includes the information you require. Please provide the following information:

AP Contact _____

AP Email _____

AP Phone _____

Email an additional copy of the Invoice to:

1. _____

2. _____

We accept all major credit cards for payment of services. A 4% service charge will be applied at the time of payment. Payments can be submitted directly over the phone by calling 330-375-1390 or securely through our payment portal on our website (envdesigngroup.com). Please have the following information readily available when processing payment: Client Name, Invoice Number, Project Number, Total Amount, and credit card information.

PROJECT UNDERSTANDING

The project is located at the intersection of Ross Road and Woodridge Boulevard, in the City of Fairfield, Butler County, Ohio. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Right of Way Acquisition Services Ross & Woodridge Roundabout

Environmental Design Group will provide Right-of-Way acquisition services for up to two (2) parcels for the Ross and Woodridge Roundabout project. These services will include title research, negotiation, and closing.

The project consists of the installation of a single-lane mini roundabout at the intersection of Ross Road and Woodridge Boulevard.

Based on the Construction plans dated December 24, 2024, this project will require Right-of-Way acquisition from two (2) owners. The takes appear to be relatively simplistic and include temporary and standard highway easements. Appraisals are to be handled directly by City of Fairfield.

Our cost proposal is based on the assumption that, prior to authorization, Environmental Design Group will receive from the City of Fairfield the following information:

- Environmental Document approval
- Complete Right-of-Way Plans
- Complete Construction (Stage 3) Plans

Environmental Design Group services to be performed include:

- Project Management
- Title Report Research and Preparation
- Negotiation for Easements and Warranty Deeds
- Closings

The Ohio Department of Transportation's standard scope of services and ODOT policies and procedures for Real Estate Services will be used. Billing packets will be provided in the format requested by the City of Fairfield and final deliverables will be provided for review upon project completion.

City of Fairfield has requested right-of-way acquisition be completed for project construction in 2026. If there are delays, changes in scope, or other unforeseen factors, we request the opportunity to review and renegotiate this fee proposal.

Environmental Design Group's services for this project do not include the following:

- Design Survey
- Appraisal Review
- Relocation Review
- Legal services for Appropriation cases

PROJECT QUOTATION

RW ACQUISITION SERVICES COST PROPOSAL					
Company Name:		Environmental Design Group			
District:		08		Date: 01/23/2025	
PID NO.		Task No.:			
Project CRS:		Ross & Woodridge Roundabout, Fairfield, Butler County			
	Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1.	Project Management - line items found in sections below	parcel			
2.	Appraisal				
a.	RE 95 Preparation	parcel			\$0.00
b.	R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c.	Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
d.	Value Finding (RE 90)	parcel			\$0.00
e.	Value Analysis	parcel			\$0.00
f.	Project Data Book	parcel			\$0.00
g.	Project Management	parcel			\$0.00
SECTION SUBTOTAL					\$0.00
3.	Appraisal Review				
a.	R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b.	Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c.	Value Finding (RE 25-14)	parcel			\$0.00
d.	Value Analysis (RE 25-13)	parcel			\$0.00
e.	USPAP Review (RE 25-12)	parcel			\$0.00
f.	Parcel Impact Note	parcel			\$0.00
g.	Appraisal Problem Analysis	parcel			\$0.00
h.	Project Management	parcel			\$0.00
SECTION SUBTOTAL					\$0.00
4.	Title Researches				
a.	Abbreviated Titles	parcel	2	\$504.00	\$1,008.00
b.	Full Title (42 year)	parcel			\$0.00
c.	Title Update	parcel			\$0.00
d.	Project Management	parcel	2	\$240.00	\$480.00
SECTION SUBTOTAL					\$1,488.00
SECTION TOTAL					\$1,488.00

Table split for Federal Authorization for Right of Way Acquisition					
	Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation					
a.	Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	2	\$1,260.00	\$2,520.00
b.	Negotiation-package submission	parcel	2	\$1,260.00	\$2,520.00
b.	Bill of Sale Negotiation	Per BS Parcel			\$0.00
c.	Negotiation Trainee	parcel			\$0.00
d.	Project Management	parcel	2	\$240.00	\$480.00
SECTION SUBTOTAL					\$5,520.00
6. Closings					
a.	Mail Out	parcel	2	\$570.00	\$1,140.00
b.	Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel			\$0.00
c.	Formal - structure parcels	parcel			\$0.00
d.	Title Update for Appropriation	parcel	1	\$288.00	\$288.00
e.	Mortgage Release	per release			\$0.00
f.	Project Management	per release	2	\$240.00	\$480.00
SECTION SUBTOTAL					\$1,908.00
7. Relocation Assistance Services					
a.	Residential offer made	parcel			\$0.00
b.	Residential final billing	parcel			\$0.00
c.	Commercial Offer made	parcel			\$0.00
d.	Commercial final billing	parcel			\$0.00
e.	Personal Property final billing	parcel			\$0.00
f.	Pre-Acquisition Survey/Interview	parcel			\$0.00
g	Pre-Acquisition Report	parcel			\$0.00
h	Project Management for Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL					\$0.00
8 Relocation Review					
a.	Residential Review	parcel			\$0.00
b.	Commercial Review	parcel			\$0.00
c.	Personal Property Review	parcel			\$0.00
d.	Project Management	parcel			\$0.00
SECTION SUBTOTAL					\$0.00

	Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9.	Asbestos				
a.	Collection/Reporting	parcel			\$0.00
b.	Testing	parcel			\$0.00
SECTION SUBTOTAL					\$0.00
10.	Miscellaneous				
a.	Red Books	parcel			\$0.00
b.	Meetings and Testimony for appropriations	parcel			\$0.00
c.	Property Management	parcel			\$0.00
d.	Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e.	Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	2	\$125.00	\$250.00
f.	R/W Staking for Owner (if requested)	parcel	1	\$600.00	\$600.00
g.	R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL					\$850.00
SECTION TOTAL					\$8,278.00
GRAND TOTAL					\$9,766.00

For and in consideration of the above-referenced services, Environmental Design Group will invoice the Client on a **task-per-unit basis** as follows:

Pay Item 4 – Title Researches	\$ 1,488.00
Pay Item 5 – Negotiation	\$ 5,520.00
Pay Item 6 – Closings	\$ 1,908.00
Pay Item 10 – Miscellaneous	\$ 850.00

This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant and agency fees, etc.) are included in the price shown for professional services. From the date of acceptance of this agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the agreement may be subject to renegotiation.

PROJECT SCHEDULE

Environmental Design Group will complete the scope of services with reasonable diligence to meet your anticipated completion schedule of September 15, 2025.

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe the responsibilities both of Environmental Design Group and the Client, in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed-upon scope of services. It supersedes any other previous requests, discussions, or versions including requests for proposals or other owner-initiated scope documents.
5. This proposal is based upon the current regulations of the applicable local, county, and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Environmental Design Group reserves the right to renegotiate such fees accordingly.
6. Fees for Permits or Plan Reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
7. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory process.
8. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group and extended review periods may impact and/or delay project completion.
9. If Environmental Design Group identifies an event or condition which under applicable law requires a report or notification to a government agency, the Client will report or notify the appropriate agency. Any additional costs associated with reporting or documentation to a government agency will be the responsibility of the Client.
10. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client, or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
11. In the event the proposal indicates that survey data, including a topographic survey performed by others, is to be provided by the Client, the Client is responsible for the accuracy of the data provided to Environmental Design Group for use in the design process. If any discrepancies, or inaccuracies are identified in the provided information, the Client will be responsible for providing revised data or any additional data required. Any review or coordination time required on the part of Environmental Design Group to obtain such adequate information will be considered an additional service under the terms of the agreement. Environmental Design Group will not be responsible for any costs associated with redesign or construction change orders caused by inaccurate and/or missing data.
12. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Environmental Design Group can provide many of these services if requested by the Client, they will be provided only through amendment to the fees and scope of services of this agreement.
13. Rates are based on the level of complexity as determined from right-of-way plans. Property valuations and unanticipated ownership issues may complicate the work process.
14. It is assumed that rights of entry and appropriations are acceptable methods for clearing the parcels in circumstances where normal acquisition procedures are not successful.
15. It is assumed that the Client will provide their own legal counsel for appropriations cases. If outside counsel is needed, Environmental Design Group can provide recommendations at the request of Client.
16. Environmental Design Group is offering expert witness services based on opinions and interpretation of information based on professional expertise and sound professional judgment. Environmental Design Group does not warrant or guarantee the outcome of the claim. Client agrees that Environmental Design Group cannot be held liable for the outcome, but the fees established herein shall be paid regardless of the outcome. This is for appropriation cases if necessary. Fees to be established if needed.

STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between City of Fairfield (Client) and Environmental Design Group, an Ohio limited liability company; ("CONSULTANT"), is effective as of January 27, 2025. The parties agree as follows:

1. Consultant shall perform the services set forth in EXHIBIT A ("Contracted Services"), attached and incorporated herein by reference.
2. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire agreement between the Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience, however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings related to this Agreement must be brought in a court of competent jurisdiction venued in Summit County, Ohio.
5. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
6. If any term, condition, or covenant, of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this agreement will be valid and binding on Client and Consultant.
7. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
8. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
9. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications, or other documents and/or field work required by one or more governmental agency, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise

unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

11. What may be referred to as a *cost estimate* or *engineer's estimate* as made by Consultant herein or in other correspondence regarding the Project shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment, or materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
12. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to Client are only for convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
13. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
14. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
15. This agreement may be terminated by either party by thirty (30) days' written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has a right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
16. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
17. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the

basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
19. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. After ninety (90) days Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred for collection. You will be responsible for any and all expenses incurred by Environmental Design Group in the collection of any unpaid invoice, including actual fees and related costs incurred by legal counsel.
20. Limits of Liability shall be as specified below:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project and paid to Consultant, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
22. Under no circumstances will any legal action in any way connected with this Agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated prior to substantial completion, in which case the date of termination of this Agreement will be the date on which such period will commence.
23. The work is being conducted and the report prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
24. Assignment of reliance to third parties can be made, however, this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms, and conditions under which this report was originally prepared apply to any and all third-party recipients.
25. Insurance: Environmental Design Group warrants that it has workers' compensation coverage, and professional liability and such coverage under public liability and properties damage insurance policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.

26. Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.
27. **Standard of Care:** Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require Environmental Design Group to perform professional services to a standard that exceeds the Standard of Care. Environmental Design Group makes no express or implied warranty of any sort including, but not limited to, warranty of merchantability or warranty of fitness for a particular purpose.
28. Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys, or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations but shall not be responsible for any interpretations by others of the information developed.

29. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Environmental Design Group nor the Client, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Environmental Design Group and the Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.
30. **SPECIAL TERMS AND CONDITIONS**
The following articles are hereby modified and shall take precedence over the corresponding articles within the agreement:

Modification #	Modification Description

