

**FAIRFIELD CITY COUNCIL  
REGULAR MEETING AGENDA  
FAIRFIELD MUNICIPAL BUILDING  
5350 PLEASANT AVENUE  
FAIRFIELD, OHIO 45014**

**Monday, February 9, 2015**

**7:00 PM**

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MAYOR.....STEVE MILLER  
COUNCILMEMBER 1<sup>ST</sup> WARD.....ADAM B. JONES  
COUNCILMEMBER 2<sup>ND</sup> WARD.....MARTY JUDD  
COUNCILMEMBER 3<sup>RD</sup> WARD.....DEBBIE PENNINGTON  
COUNCILMEMBER 4<sup>TH</sup> WARD.....TERRY SENGER

COUNCILMEMBER AT-LARGE...CHAD OBERSON  
COUNCILMEMBER AT-LARGE...MIKE SNYDER  
COUNCILMEMBER AT-LARGE...BILL WOESTE  
CITY MANAGER.....ARTHUR E. PIZZANO  
CLERK OF COUNCIL.....ALISHA WILSON  
LAW DIRECTOR.....JOHN H. CLEMMONS

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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.

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1. **Call to Order**

2. **Prayer/Pledge of Allegiance**

3. **Roll Call**

4. **Agenda Modifications**

5. **Executive Session Requests**

6. **Special Presentations and Citizen Comments**

- a) John Jones Proclamation
- b) Marine Corps Oath of Enlistment Ceremony

7. **Public Hearing(s)**

8. **Mayor/Council Reports**

9. **Approval of Minutes**

- a) Regular Meeting Minutes of January 26, 2015

10. **OLD BUSINESS**

(A) **DEVELOPMENT SERVICES COMMITTEE**

**Bill Woeste, Chairman;** Adam Jones, Vice Chairman, Mike Snyder, Member

- (1) Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the amended concept plan for the Patterson Place Planned Unit Development by approving the Final Development Plan for Senior Housing on Patterson Drive.

- Ordinance – Hold Second Reading for Planning Commission Recommendation

- (2) Ordinance to authorize the City Manager to enter into a Professional Services Contract with the Fairfield Chamber of Commerce.

- Ordinance – Second Reading

(B) **PUBLIC WORKS COMMITTEE**  
**Chad Oberson, Chairman**; Mike Snyder, Vice Chairman, Bill Woeste, Member

- (1) Resolution declaring necessity of repairing sidewalks (including aprons).
  - Resolution – Third Reading
  - Motion – Adoption

11. **NEW BUSINESS**

(A) **DEVELOPMENT SERVICES COMMITTEE**  
**Bill Woeste, Chairman**; Adam Jones, Vice Chairman, Mike Snyder, Member

- (1) Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.
  - Motion – Read by Title Only (Optional)
  - Ordinance – First Reading
- (2) Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.
  - Motion – Read by Title Only (Optional)
  - Ordinance – First Reading
- (3) Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.
  - Motion – Read by Title Only (Optional)
  - Ordinance – First Reading

(B) **PUBLIC WORKS COMMITTEE**  
**Chad Oberson, Chairman**; Mike Snyder, Vice Chairman, Bill Woeste, Member

- (1) Ordinance to authorize the City Manager to enter into a one (1) year contract with options for years two (2) and three (3) with Adleta Construction of Cincinnati, Ohio for the 2015 Sidewalk/Apron Replacement Program.
  - Motion – Read by Title Only (Optional)
  - Ordinance – First Reading
- (2) Ordinance to authorize the City Manager to enter into a one (1) year contract with options for years two (2) and three (3) with Prus Construction of Cincinnati, Ohio for the 2015 Concrete Repair and Replacement Program.
  - Motion – Read by Title Only (Optional)
  - Ordinance – First Reading

(C) **FINANCE & BUDGET COMMITTEE**  
**Terry Senger, Chairman**; Debbie Pennington, Vice Chairman, Chad Oberson, Member

- (1) Ordinance to authorize the City Manager to enter into a contract with Quality Publishing Company, Inc. for Public Communications Services and declaring an emergency.
  - Motion – Read by Title Only (Optional)
  - Ordinance – First Reading

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

(2) Contractual Appropriations - \$290,000 for the 2015 Sidewalk/Apron Replacement Program; \$300,000 for the 2015 Concrete Repair and Replacement Program.

- Motion – Read by Title Only (Optional)
- Ordinance – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

(3) Non-Contractual Appropriations - \$6,500 for repairs to Medic 32; \$28,830 for master planning and civil engineering services for recreational pre-development; \$30,500 for Lime Feasibility Study.

- Motion – Read by Title Only (Optional)
- Ordinance – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

## 12. Meeting Schedule

Monday, February 23	Regular Meeting, 7:00 p.m.
Monday, March 9	Regular Meeting, 7:00 p.m.
Monday, March 23	Regular Meeting, 7:00 p.m.

## 13. Executive Session of Council (if needed)

## 14. Adjournment

MINUTES  
REGULAR MEETING OF COUNCIL  
JANUARY 26, 2015

**Call to Order**

Mayor Steve Miller called the Regular Meeting of Council to order at 7:00 PM at the Fairfield Municipal Building, 5350 Pleasant Avenue.

**Prayer/Pledge of Allegiance**

Councilmember Pennington led in prayer and the Pledge of Allegiance.

**Roll Call**

Clerk Wilson called the roll of Council. Present members were Councilmember Debbie Pennington, Councilmember Marty Judd, Councilmember Terry Senger, Councilmember Chad Oberson, Councilmember Mike Snyder, and Councilmember Bill Woeste.

Councilmember Judd, seconded by Councilmember Snyder, moved to excuse Councilmember Jones. Motion carried 6-0.

**Agenda Modifications**

No Agenda Modifications.

**Executive Session Requests**

Councilmember Judd, seconded by Councilmember Woeste, moved for Executive Session to discuss employment and compensation of personnel. Motion carried 6-0.

**Special Presentations and Citizen Comments**

**Bob Hayden Proclamation**

Councilmember Judd read a proclamation for Bob Hayden, honoring him for his service to the City of Fairfield. Mayor Miller presented Mr. Hayden with a Key to the City and thanked him for his service and for being one of the "Fouding Fathers" of the City of Fairfield. Mr. Hayden thanked Mayor Miller and Councilmember Judd.

**Public Hearing(s)**

No Public Hearings.

**Mayor/Council Reports**

Councilmember Judd reported that the Wastewater Treatment Plant Generator Project, which started before the holidays, is underway and the generator is scheduled to arrive in early February. Also, the foundation work for Biosolids Storage Building #3 is complete and the iron work is underway. Lastly, the Pleasant Avenue Water Line Improvement Project is on target to begin in early February.

Councilmember Pennington reported that Marsh Park has a new shelter house overlooking the lake. Although the fishing lake is closed for the season, the park is open to walkers.

Councilmember Snyder reported that Boards and Commissions applications are being accepted through February 13. Applications are available online or at the Municipal Building. There are 21 volunteer vacancies to be filled and brief interviews will be held on March 7. He also reported on the security

improvements at Fairfield City Schools. The district was awarded a state grant of \$95,000 that provided new security cameras, as well as partitions to direct visitors to a waiting area or an office in all district buildings, which add extra security to the school buildings.

### **Approval of Minutes**

Regular Meeting Minutes of January 12, 2015

- The Regular Meeting Minutes of January 12, 2015 were approved as written

### **OLD BUSINESS**

#### **DEVELOPMENT SERVICES COMMITTEE**

**Bill Woeste, Chairman; Adam Jones, Vice Chairman, Mike Snyder, Member**

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the amended concept plan for the Patterson Place Planned Unit Development by approving the Final Development Plan for Senior Housing on Patterson Drive.

Legislative Action: The second reading of this ordinance was held pending recommendation from the Planning Commission.

#### **PUBLIC WORKS COMMITTEE**

**Chad Oberson, Chairman; Mike Snyder, Vice Chairman, Bill Woeste, Member**

Resolution declaring necessity of repairing sidewalks (including aprons).

Legislative Action: Councilmember Oberson presented the second reading of this resolution.

### **NEW BUSINESS**

#### **DEVELOPMENT SERVICES COMMITTEE**

**Bill Woeste, Chairman; Adam Jones, Vice Chairman, Mike Snyder, Member**

Ordinance to authorize the City Manager to enter into a Professional Services Contract with the Fairfield Chamber of Commerce.

Councilmember Bill Woeste, seconded by Councilmember Terry Senger moved to read the following ordinance by title only. Motion Carried 6-0.

Background: City Manager Pizzano recommended a contract with the Fairfield Chamber of Commerce. The city enters into a contract with the Chamber every year and the Chamber then provides services and reports to the city. Mr. Pizzano introduced Kert Radel, President of the Chamber of Commerce. Mr. Radel thanked the city for their continued support of the Chamber of Commerce and stated that it makes a big difference to businesses for the City and the Chamber to have such a close working relationship. Legislative Action: Councilmember Woeste presented the first reading of this ordinance.

## **PUBLIC WORKS COMMITTEE**

**Chad Oberson, Chairman; Mike Snyder, Vice Chairman, Bill Woeste, Member**

Ordinance to authorize the City Manager to enter into a contract with Champion Cleaning Specialists, Inc. for the 2015 Storm Sewer Cleaning on Nilles Road (between Pleasant Avenue and River Road).

Councilmember Chad Oberson, seconded by Councilmember Mike Snyder moved to read the following ordinance by title only. Motion Carried 6-0.

Background: City Manager Pizzano recommended a contract with Champion Cleaning Specialists, Inc. for the 2015 Storm Sewer Cleaning, which will take place on Nilles Road between Pleasant Avenue and River Road this year. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to adopt. Motion Carried 6-0. ORDINANCE NO. 4-15. APPROVED 6-0.

## **FINANCE & BUDGET COMMITTEE**

**Terry Senger, Chairman; Debbie Pennington, Vice Chairman, Chad Oberson, Member**

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to read the following two (2) ordinances by title only. Motion Carried 6-0.

Contractual Appropriations - \$125,000 for the 2015 Storm Sewer Cleaning.

Background: City Manager Pizzano recommended the appropriation for the 2015 Storm Sewer Cleaning, the contract for which was previously approved. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to adopt. Motion Carried 6-0. ORDINANCE NO. 5-15. APPROVED 6-0.

Non-Contractual Appropriations - \$95,000 for the 2015 Annual Drainage Program; \$85,000 for the 2015 Grounds, Entry-ways & Landscaping Program; \$44,500 for repair/replacement/renovation of the Fairfield Greens South Trace Irrigation System; \$20,000 for Traffic Signal Video Detection Installation

Background: City Manager Pizzano recommended non-contractual appropriations for the 2015 Annual Drainage Program and the 2015 Grounds, Entry-ways & Landscaping Program, both of which are annual appropriations for small projects done throughout the city by city employees and other vendors, as well as appropriations for the repair/replacement/renovation of Fairfield Greens South Trace Irrigation System and for Traffic Signal Video Detection Installation. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Terry Senger, seconded by Councilmember Bill Woeste moved to adopt. Motion Carried 6-0. ORDINANCE NO. 6-15. APPROVED 6-0.

**Meeting Schedule**

Clerk Wilson read the following meeting schedule:

- Monday, February 9 Regular Meeting, 7:00 p.m.
- Monday, February 23 Regular Meeting, 7:00 p.m.
- Monday, March 9 Regular Meeting, 7:00 p.m.

**Executive Session of Council (if needed)**

The meeting adjourned to Executive Session at 7:25 PM.

**Adjournment**

The Regular Meeting adjourned at 8:15 PM.

ATTEST:

\_\_\_\_\_  
Clerk of Council  
Date Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor's Approval

**City of Fairfield, Ohio  
City Council Meeting Communication**

**Date 11-10-2014**

**Item:**

An ordinance approving a Final Development Plan for a 119 unit senior apartment building on approximately 5.6 acres of land located on Patterson Drive.

**Financial Impact:**

None.

**Synopsis:**

The proposal is to construct a three story, 119 unit senior apartment building. The proposed density for the site is 21 units per acre. The development will consist of both one-bedroom and two-bedroom units. Plans and elevations will be located in City Council's workroom for viewing.

**Background:**

A Concept Plan, referred to as Patterson Place, was approved in 2010 for a three story senior apartment building and patio homes. The apartment building was proposed to be built in two phases with 120 total units using federal tax credits. The previous applicant was unable to obtain the tax credits for the \$18 million project.

**Recommendation:**

It is recommended that City Council have a first reading on this ordinance at the November 10, 2014 meeting and set the public hearing date for November 24, 2014.

**Legislative Actions:** Rules Suspension and Adoption Requested?  
Emergency Provision Needed?

No.  
No.

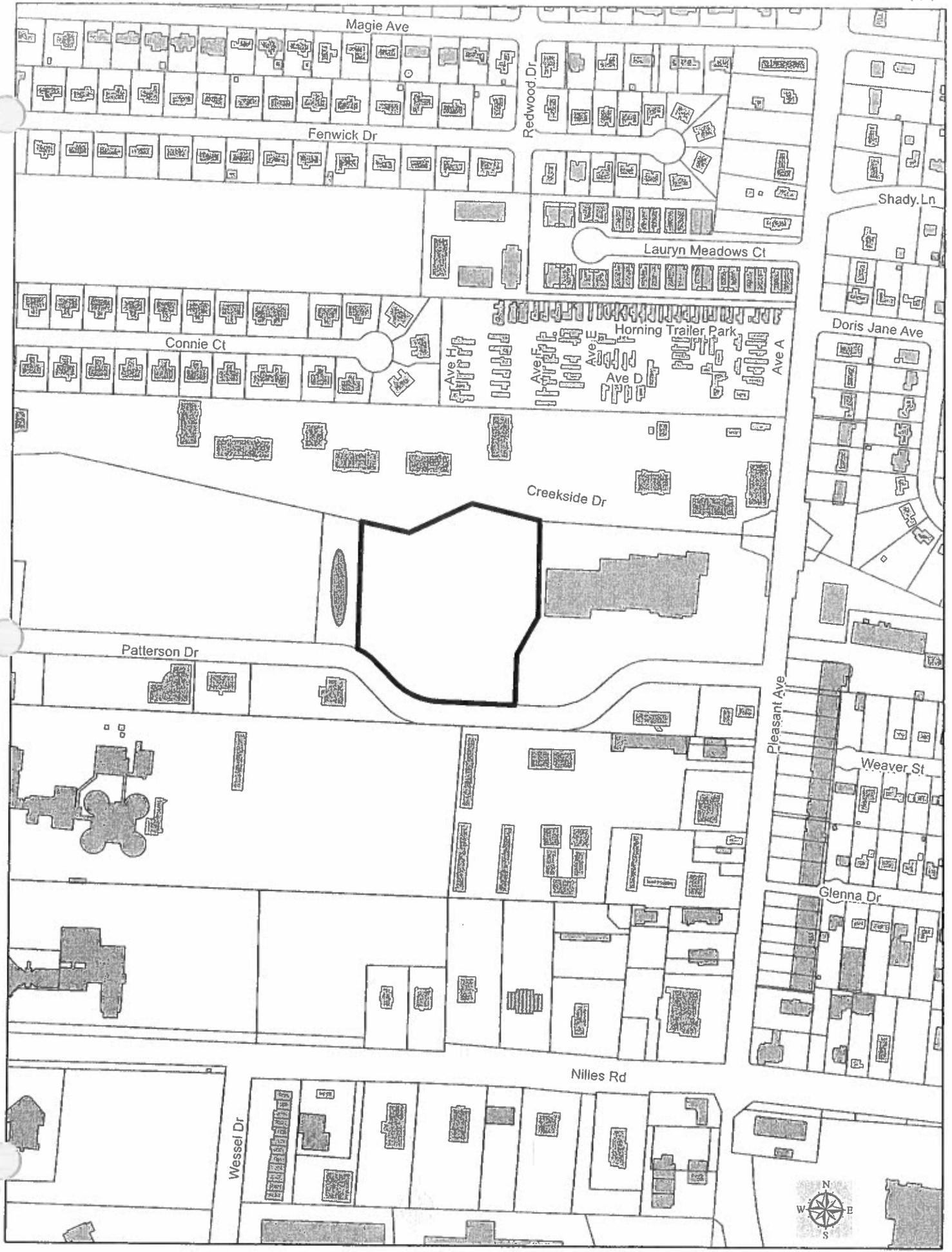
Prepared by: Pat Downer (Planning Manager)

Approved for Content by: Kimberly Buchanan

Financial Review (where applicable) M. Hays

Legal Review (where applicable) John A. Clemmons

Accepted for Council Agenda: Kevin Wilson



ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE AMENDED CONCEPT PLAN FOR THE PATTERSON PLACE PLANNED UNIT DEVELOPMENT BY APPROVING THE FINAL DEVELOPMENT PLAN FOR SENIOR HOUSING ON PATTERSON DRIVE.

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 1141.02, is hereby amended by changing the zoning classification of the 5.6 acres located on Patterson Drive (Part Lot 198 of the City of Fairfield, Butler County, Ohio) from its present planned unit development concept plan residential classification by approving the amended concept plan for Patterson Place Planned Unit Development and the final development plan for Senior Housing on Patterson Drive, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

Section 2. The Director of Development Services is hereby directed to change the official Zoning Map of the City of Fairfield, Ohio in accordance with this ordinance.

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

Passed \_\_\_\_\_ Mayor's Approval

Posted \_\_\_\_\_

First Reading \_\_\_\_\_ Rules Suspended \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2014\Patterson Drive PUD - Ord

Item No. 11 (A) (1)

**City of Fairfield, Ohio  
City Council Communication**

**Date: 1-26-15**

**Item:**

An ordinance authorizing the City Manager to execute a Professional Services Contract with the Fairfield Chamber of Commerce.

**Financial Impact:**

The proposed contract would compensate the Chamber in an amount not to exceed \$15,000 for the 2015 Platinum Sustaining Sponsorship Program, as appropriated in the recently approved 2015 budget.

**Synopsis:**

The Fairfield Chamber of Commerce is an important economic development partner with the City. The proposed one year contract would continue the City's Platinum Sustaining Sponsorship of the Chamber for 2015. The City would receive recognition for its sponsorship as well as complimentary admission to several events throughout the year.

In addition, the Chamber would assist with important business retention assistance. Over the past six years, the Chamber has completed approximately 550 business retention surveys, mainly with small retail and commercial businesses. These surveys provide valuable insight into the needs and concerns of the business community.

**Recommendation:**

It is recommended that City Council approve the ordinance.

<b>Legislative Actions:</b>	Rules Suspension and Adoption Requested?	No.
	Emergency Provision Needed?	No.

Prepared by: Craig Kethman  
Approved for Content by: Wendy Beckman  
Financial Review (where applicable) Wendy Beckman  
Legal Review (where applicable) Jan Deunhaeghe  
Accepted for Council Agenda: Justin Wilson

## PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made by and between the City of Fairfield, an Ohio municipal corporation with an address of 5350 Pleasant Avenue, Fairfield, Ohio 45014 (hereinafter referred to as "City") and the Fairfield Chamber of Commerce, an Ohio non-profit corporation, with an address of 670 Wessel Drive, Fairfield, Ohio 45014 (hereinafter referred to as "Chamber").

WHEREAS, the City is desirous of enhancing and promoting its business environment so as to create economic development opportunities; and

WHEREAS, the Chamber is a long-standing and recognized leader of the Fairfield business community; and

WHEREAS, the City desires to engage the professional and noncompetitive services of the Chamber to coordinate and implement the Platinum Sustaining Sponsorship Program; and

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained, the City and Chamber mutually agree as follows:

1. **SCOPE OF SERVICES.** The Chamber shall, in a satisfactory and proper manner as determined by the City's Director of Development Services, coordinate and implement the Platinum Sustaining Sponsorship Program, as described in Exhibit A, "Scope of Services", and by this reference made a part hereof.
2. **TERM.** The services will commence upon execution of this Contract by both parties hereto, and shall expire on December 31, 2015.
3. **COMPENSATION.** The City agrees to compensate the Chamber for services provided pursuant to this Contract in an amount up to but not in excess of Fifteen Thousand Dollars (\$15,000). The compensation shall be distributed as described in Exhibit B, "Budget", and by this reference made a part hereof.
4. **TERMINATION.** The City may terminate or modify this Contract immediately upon notification to the Chamber. The City shall compensate the Chamber for all financial commitments made by the Chamber and approved by the City before the Contract termination date.
5. **ASSIGNMENT.** This agreement is not transferable or assignable without the express written approval of City.
6. **NOTICES.** All notices or other communications required by the Contract shall be personally served or sent by U.S. mail addressed to the parties as follows, or addressed in such other way as either party may from time to time designate.

To the City:  
City of Fairfield  
Department of Development Services  
5350 Pleasant Ave.  
Fairfield, OH 45014

To the Chamber:  
Fairfield Chamber of Commerce  
Attn: President  
670 Wessel Dr.  
Fairfield, OH 45014

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Arthur E. Pizzano, its City Manager, and pursuant to Ordinance No. \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and the Fairfield Chamber of Commerce by Kert Radel, its President, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness:

CITY OF FAIRFIELD, OHIO

By \_\_\_\_\_  
Arthur E. Pizzano, City Manager

FAIRFIELD CHAMBER OF COMMERCE

By \_\_\_\_\_  
Kert Radel, President

Approved as to form:

Approved as to content:

\_\_\_\_\_  
John H. Clemmons  
Fairfield City Law Director

\_\_\_\_\_  
Timothy Bachman  
Development Services Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Platinum Sustaining Sponsorship Program**

The Chamber agrees to coordinate and implement a Platinum Sustaining Sponsorship Program that includes the following services:

- A. *Recognition and Events* – The City shall be prominently recognized as a Platinum Sustaining Sponsor of the Chamber. This recognition shall include, but not be limited to, verbal recognition at all Chamber events, listings on all Chamber publications (letterhead, newsletters, signs, event banners, etc...), and prominent listing on the Chamber website and e-bulletins. Also included is a complementary table at the Annual Dinner event and the Business Showcase luncheon event, and a complementary double exhibitor booth with electricity at the Business Showcase event.
  
- B. *Business Retention* – The Chamber will provide assistance with City business retention efforts, with a focus on small retail/commercial businesses. The Chamber will promptly report any information or issues gleaned from these meetings to the City and will assist with coordinating any necessary City response. The City and Chamber will also create a business retention survey form. This form will be completed by Chamber staff after every small business meeting, and copies of the forms will be submitted to the City in a quarterly report that will be submitted to the City. In addition, Chamber staff will assist with organizing other business retention meetings as requested by the City.

**EXHIBIT B  
BUDGET**

**Platinum Sustaining Sponsorship Program**

The City will compensate the Chamber in an amount of Fifteen Thousand Dollars (\$15,000) during the term of the Contract for the Platinum Sustaining Sponsorship Program.

Compensation will be distributed by the City upon received Chamber invoices as follows:

- A. *Recognition and Events* – The City will pay \$8,000, no later than March 2015.
- B. *Business Retention and Entrepreneur Assistance* – The City will pay equal quarterly payments of \$1,750 (for the quarters of January-March, April-June, July-September, and October-December) upon the submission of the quarterly business retention reports.

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO  
ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH  
THE FAIRFIELD CHAMBER OF COMMERCE.

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

Section 1. The City Manager is hereby authorized to enter into a professional services contract with the Fairfield Chamber of Commerce in accordance with the proposal 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

ITEM NO. 11 (B) (1)

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

DATE: 01/12/2015

**ITEM:**

Resolution of Necessity to require repair of sidewalks by abutting property owners.

**FINANCIAL IMPACT:**

No financial impact at this time.

**SYNOPSIS:**

The City has completed the process of sidewalk inspection thereby requiring repair of sidewalks for 2015 by the abutting property owners.

**BACKGROUND**

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 2015 program year. There are 1408 property locations marked for repair or replacement. There are 19,327 Square Feet of 4" (sidewalk), 16,348 Square Feet of 7" (driveway aprons) concrete, and 3,905 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement. There are 1,491 locations marked for repair via the cutting method. The cutting method was used with last year's sidewalk project and proved an effective method for limiting damage to the adjacent lawn and inconvenience to the residents while also being a cost saving measure for the property owners.

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

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

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

**RECOMMENDATION**

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

**LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested?**  
If yes, explain above.

yes     no

**Emergency Provision Needed?**  
If yes, explain above.

yes     no

Prepared by: [Signature]

Approved for Content by: [Signature]

Financial Review (where applicable): [Signature]

Legal Review (where applicable): [Signature]

Accepted for Council Agenda: [Signature]

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\2015\Sidewalk - Res

Item No. 11(A)(1)

# City of Fairfield, Ohio City Council Meeting Communication

Date 2-9-15

**Item:**

An ordinance approving a change in zoning request from M-2, General Industrial District, to C-3, General Business District for Lot 3893 located at 5852 Dixie Highway.

**Financial Impact:**

None. This is a land use decision.

**Synopsis:**

The request is to change the zoning classification to C-3, General Business. The site is currently occupied by a used car and shed/barn sales lot (Carl's Fine Cars and Weaver Barns), which are not permitted uses in the M-2 Zoning District. The site has operated as a used car sales lot for many years and obtained a conditional use in 1986 from the Planning Commission.

**Background:**

The Comprehensive Plan designates Route 4 (Dixie Highway) as a major commercial corridor. As the corridor developed throughout the years the zoning classification changed to commercial; however, some parcels retained their original industrial zoning classification even though commercial uses occupied them. The City encourages these parcels to be rezoned to commercial in order to protect the integrity of Route 4 as a commercial corridor.

This parcel as well as two adjacent parcels (Production Tool Rental and Drive Time) on Route 4 are zoned M-2, but are occupied by commercial land uses. When Production Tool Rental submitted a Petition for Rezoning to C-3, the City realized this as an opportunity to change the zoning of both Drive Time and Carl's Fine Cars/Weaver Barns.

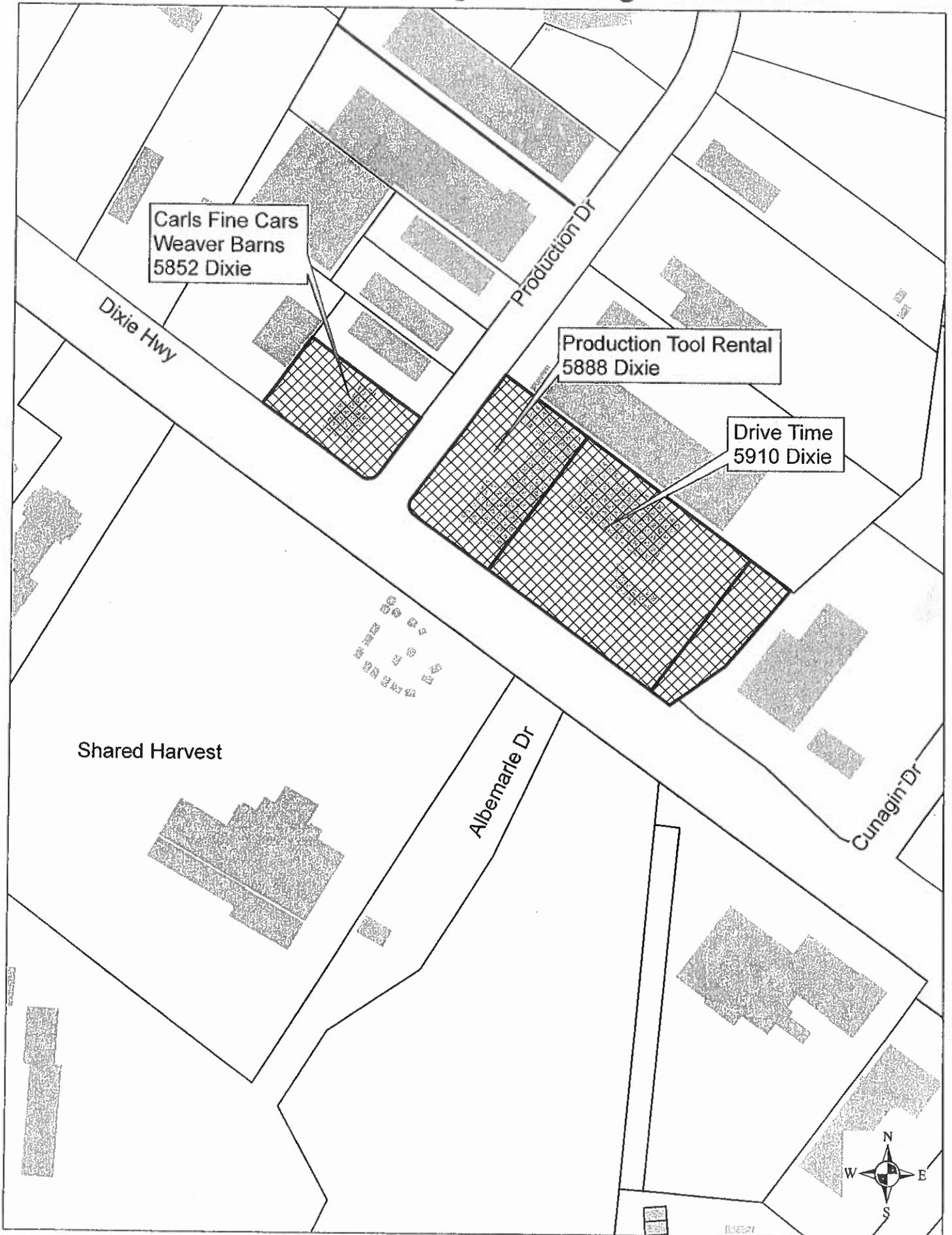
**Recommendation:**

It is recommended that City Council have first reading on this item at the February 9, 2015 meeting, set the public hearing for February 23 and await the written recommendation from the Planning Commission.

**Legislative Actions:** Rules Suspension and Adoption Requested? No.  
Emergency Provision Needed? No.

Prepared by: Eri Davis Planning manager  
Approved for Content by: Wendy Beckman  
Financial Review (where applicable) May 9/15  
Legal Review (where applicable) J. W. Clemmons  
Accepted for Council Agenda: Alisa Wilson

# Proposed Change in Zoning - M-2 to C-3



ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE  
CODIFIED ORDINANCES OF FAIRFIELD, OHIO,  
SECTION 1141.02, 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 1141.02, is hereby amended by changing the zoning classification of Lot 3893 located at 5852 Dixie Highway, Fairfield, Ohio from its present M-2 General Industrial District to C-3, General Business 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

Item No. 11022

**City of Fairfield, Ohio  
City Council Meeting Communication**

Date 2-9-15

**Item:**

An ordinance approving a change in zoning request from M-2, General Industrial District, to C-3, General Business District for Lots 407 & 408 located at 5910 Dixie Highway.

**Financial Impact:**

None. This is a land use decision.

**Synopsis:**

The request is to change the zoning classification to C-3, General Business. The site is currently occupied by a used car sales lot (Drive Time), which is not a permitted use in the M-2 Zoning District. The site has operated as a used car sales lot for many years, in 2011 Drive Time obtained a conditional use from the Planning Commission.

**Background:**

The Comprehensive Plan designates Route 4 (Dixie Highway) as a major commercial corridor. As the corridor developed throughout the years the zoning classification changed to commercial; however, some parcels retained their original industrial zoning classification even though commercial uses occupied them. The City encourages these parcels to be rezoned to commercial in order to protect the integrity of Route 4 as a commercial corridor.

This parcel as well as two adjacent parcels (Production Tool Rental and Carl's Fine Cars/Weaver Barns) on Route 4 are zoned M-2, but are occupied by commercial land uses. When Production Tool Rental submitted a Petition for Rezoning to C-3, the City realized this as an opportunity to change the zoning of both Drive Time and Carl's Fine Cars/Weaver Barns.

**Recommendation:**

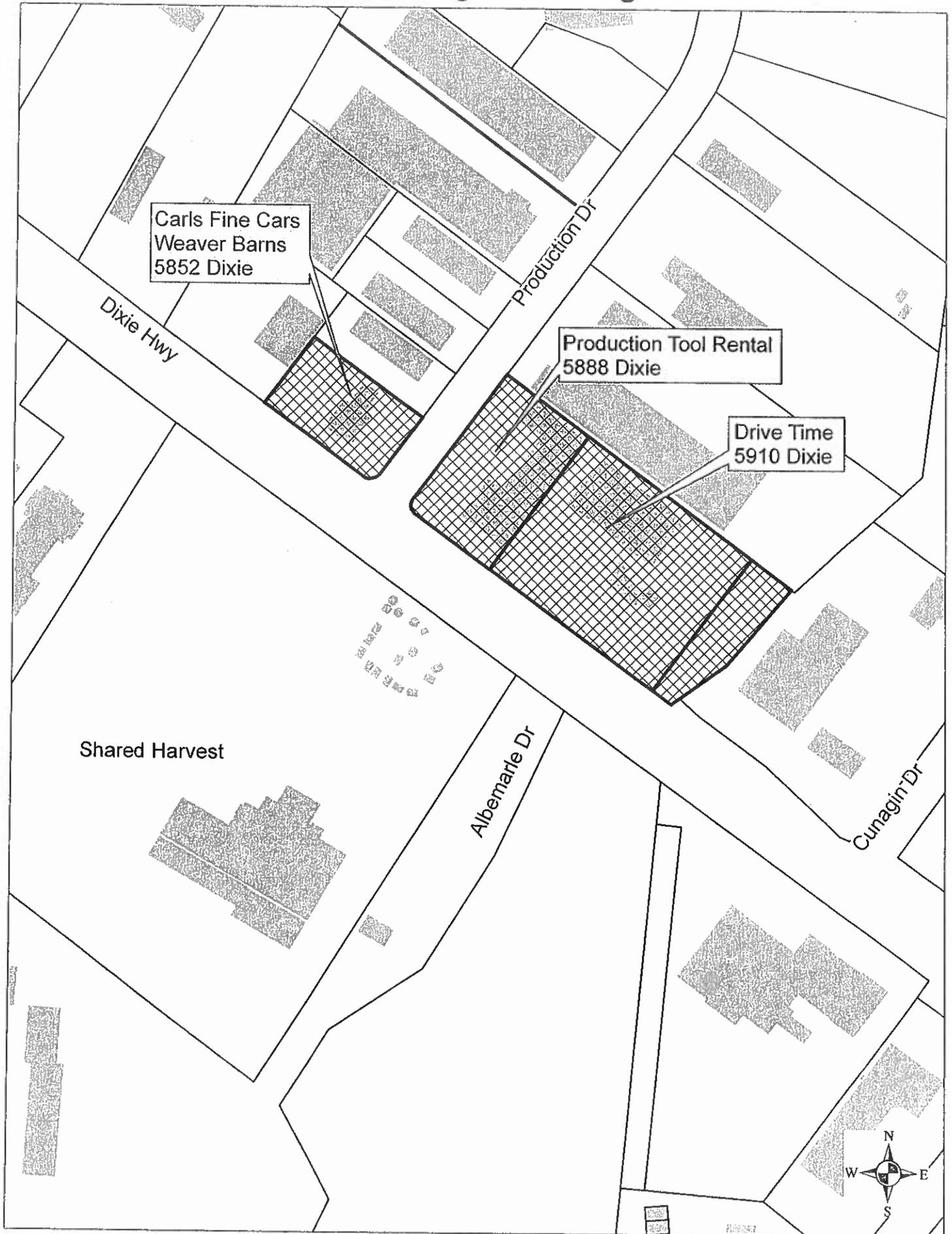
It is recommended that City Council have first reading on this item at the February 9, 2015 meeting, set the public hearing for February 23 and await the written recommendation from the Planning Commission.

**Legislative Actions:** Rules Suspension and Adoption Requested?  
Emergency Provision Needed?

No.  
No.

Prepared by: Erin Dornan Planning Manager  
Approved for Content by: Tawny R. B. [Signature]  
Financial Review (where applicable) Mary [Signature]  
Legal Review (where applicable) [Signature]  
Accepted for Council Agenda: Alicia Wilson

# Proposed Change in Zoning - M-2 to C-3



ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE  
CODIFIED ORDINANCES OF FAIRFIELD, OHIO,  
SECTION 1141.02, 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 1141.02, is hereby amended by changing the zoning classification of Lots 407 and 408 located at 5910 Dixie Highway, Fairfield, Ohio from its present M-2 General Industrial District to C-3, General Business 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

Item No. 11(A)B

**City of Fairfield, Ohio  
City Council Meeting Communication**

Date 2-9-15

**Item:**

An ordinance approving a change in zoning request from M-2, General Industrial District to C-3, General Business District for Lot 3901 located at 5888 Dixie Highway.

**Financial Impact:**

None. This is a land use decision.

**Synopsis:**

The request is to change the zoning classification to C-3, General Business, to allow uses permitted in this zoning district to occupy the site. The site is currently occupied by Production Tool Rental, which has uses that are both commercial and industrial.

**Background:**

The Comprehensive Plan designates Route 4 (Dixie Highway) as a major commercial corridor. As the corridor developed throughout the years the zoning classification changed to commercial; however, some parcels retained their original industrial zoning classification even though commercial uses occupied it. The City encourages these parcels to be rezoned to commercial in order to maintain and promote the corridor as a regional shopping destination.

**Recommendation:**

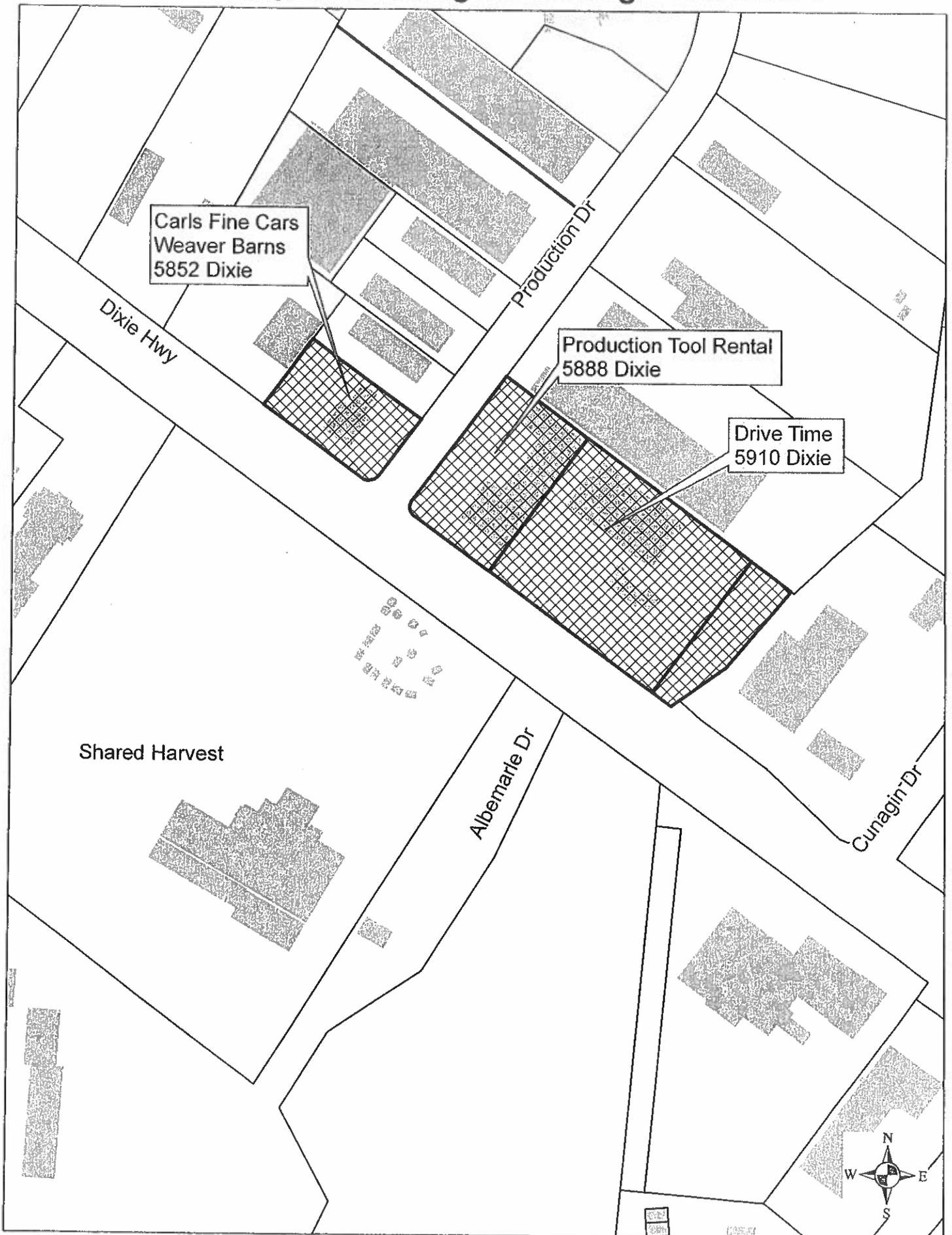
It is recommended that City Council have first reading on this item at the February 9, 2015 meeting, set the public hearing for February 23 and await the written recommendation from the Planning Commission.

**Legislative Actions:** Rules Suspension and Adoption Requested?  
Emergency Provision Needed?

No.  
No.

Prepared by: Erin Downer Planning Manager  
Approved for Content by: Timothy J. Decker  
Financial Review (where applicable): Maui Hoop  
Legal Review (where applicable): J. H. Clemens  
Accepted for Council Agenda: Resolution

# Proposed Change in Zoning - M-2 to C-3



ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE  
CODIFIED ORDINANCES OF FAIRFIELD, OHIO,  
SECTION 1141.02, 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 1141.02, is hereby amended by changing the zoning classification of Lot 3901 located at 5888 Dixie Highway, Fairfield, Ohio from its present M-2 General Industrial District to C-3, General Business 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

**CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION**

ITEM NO. 11 (3) (1)

**ITEM:**

DATE: 02/09/2015

2015 Sidewalk/Apron Replacement Program.

**FINANCIAL IMPACT:**

\$290,000.00 (\$263,960.00 for the sidewalk plus a contingency of \$26,040) from the General Fund.

**SYNOPSIS:**

The sidewalk replacement program was implemented to complete inspections of all city sidewalks on a four (4) year rotational basis.

**BACKGROUND:**

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 2015 program year. There are 1408 property locations marked for repair or replacement. There are 19,327 Square Feet of 4" (sidewalk), 16,348 Square Feet of 7" (driveway aprons) concrete, and 3,905 Square Feet of 9" (commercial driveway aprons) concrete marked for replacement.

The property owners are notified by certified mail that they have sixty days to either seek an independent contractor on their own to complete the work, or have the city's contractor perform the work. If they choose to use the City contractor, the property owners are required to reimburse the City by either invoice payment or through an assessment on their property taxes collected over a five (5) year period.

A bid opening was held on January 26, 2015 for which six (6) bids were received. The bid results are attached.

<i>Contractors</i>	<i>Total</i>
Adleta Construction – Cincinnati, Ohio	\$263,960.00
Prus Construction – Cincinnati, Ohio	\$271,025.00
Hendy – Cleves, Ohio	\$284,575.00
Advanced Contractors – West Chester, Ohio	\$293,070.00
Advanced Restoration – Indianapolis, Indiana	\$303,000.00
RA Miller – Hamilton, Ohio	\$306,620.00

The lowest and best bidder is Adleta Construction. of Cincinnati, Ohio.

**STAFF RECOMMENDATION:**

The staff recommends that City Council authorize the City Manager to enter into a one (1) year contract with Adleta Construction of Cincinnati, Ohio for the 2015 Sidewalk/Apron Replacement at the unit prices indicated. The recommendation to exercise the year 2 and year 3 option will be determined in years 2 and 3.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$290,000.00 (\$263,960.00 for the sidewalk plus a contingency of \$26,040) from the General Fund for the 2015 portion of this project.

LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested?  
If yes, explain above.

yes     no

Emergency Provision Needed?  
If yes, explain above.

yes     no

Prepared by:

*[Handwritten Signature]*

Approved for Content by:

*[Handwritten Signature]*

Financial Review (where applicable):

*May Hogg*

Legal Review (where applicable):

*John H. Clemmons*

Accepted for Council Agenda:

*Alex Wilson*

**City of Fairfield**  
**Bid Tabulation for "2015 Sidewalk/Apron Replacement Program"**  
**Bid Opening: January 26, 2015, City of Fairfield Council Chambers**  
**Estimate - \$286,250 1 yr.**

<b>Advanced Restoration</b> PO Box 269568 Indianapolis, IN 46226	<b>Hendy Inc.</b> 7968 Wesselman Road Cleves, OH 45002	<b>Adleta Construction</b> P. O. Box 15872 Cincinnati, OH 45215
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Description	Bid Unit	Unit Cost			Unit Cost			Unit Cost		
		Yr 1	Yr 2	Yr 3	Yr 1	Yr 2	Yr 3	Yr 1	Yr 2	Yr 3
Concrete Sidewalks - 4" (approx. 18,000 S.F.)	Surface Sq. Ft.	\$ 5.50	\$ 6.00	\$ 6.50	\$ 7.00	\$ 7.50	\$ 8.00	\$ 6.30	\$ 6.36	\$ 6.42
Concrete Driveway Aprons /Approaches - 7" (approx. 14,700 S.F.)	Surface Sq. Ft.	\$ 10.00	\$ 12.00	\$ 14.00	\$ 7.75	\$ 8.50	\$ 9.00	\$ 7.30	\$ 7.37	\$ 7.44
Concrete Driveway Aprons /Approaches - 9" (approx. 3,500 S.F.)	Surface Sq. Ft.	\$ 12.00	\$ 13.50	\$ 15.00	\$ 9.00	\$ 9.75	\$ 10.25	\$ 9.00	\$ 9.09	\$ 9.18
Curb Ramps (with truncated domes) (approx. 5 each)	Each	\$ 1,200.00	\$ 1,350.00	\$ 1,500.00	\$ 350.00	\$ 450.00	\$ 500.00	\$ 250.00	\$ 252.50	\$ 255.02
Modified Type 6 Curb (Lawn curb)	Foot	\$ 25.00	\$ 30.00	\$ 35.00	\$ 39.00	\$ 42.00	\$ 45.00	\$ 10.00	\$ 10.10	\$ 10.20
Concrete Curb & Gutter (approx. 300 feet)	Foot	\$ 30.00	\$ 33.00	\$ 36.00	\$ 38.00	\$ 41.00	\$ 44.00	\$ 35.00	\$ 35.35	\$ 35.70
Total Base Bid (Yr. 1 Only)		\$ 303,000.00	\$ 305,550.00	\$ 308,100.00	\$ 284,575.00	\$ 287,125.00	\$ 289,675.00	\$ 263,960.00	\$ 266,510.00	\$ 269,060.00

*These bids will be reviewed by the Public Works Department and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bidder.*

**City of Fairfield**  
**Bid Tabulation for "2015 Sidewalk/Apron Replace**  
**Bid Opening: January 26, 2015, City of Fairfield C**  
**Estimate - 5286,250 1 yr.**

<b>R.A. Miller Construction</b> 4148 Augspurger Road Hamilton, OH 45011	<b>Prus Construction</b> 5325 Wooster Road Cincinnati, OH 45226	<b>ACC&amp;E</b> 115 Hosea Avenue Cincinnati, OH 45215
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Description	Bid Unit	Unit Cost			Unit Cost			Unit Cost		
		Yr 1	Yr 2	Yr 3	Yr 1	Yr 2	Yr 3	Yr 1	Yr 2	Yr 3
Concrete Sidewalks - 4" (approx. 18,000 S.F.)	Surface Sq. Ft.	\$ 7.55	\$ 8.00	\$ 8.48	\$ 6.35	\$ 7.00	\$ 7.70	\$ 6.85	\$ 7.85	\$ 8.85
Concrete Driveway Aprons/Approaches - 7" (approx. 14,700 S.F.)	Surface Sq. Ft.	\$ 8.35	\$ 8.85	\$ 9.38	\$ 7.25	\$ 8.00	\$ 8.80	\$ 8.10	\$ 9.10	\$ 10.10
Concrete Driveway Aprons/Approaches - 9" (approx. 3,500 S.F.)	Surface Sq. Ft.	\$ 9.25	\$ 9.80	\$ 10.39	\$ 10.50	\$ 11.55	\$ 12.70	\$ 9.20	\$ 10.20	\$ 11.20
Curb Ramps (with truncated domes) (approx. 5 each)	Each	\$ 300.00	\$ 318.00	\$ 337.08	\$ 400.00	\$ 440.00	\$ 485.00	\$ 1,300.00	\$ 1,500.00	\$ 1,700.00
Modified Type 6 Curb (Lawn curb)	Foot	\$ 27.30	\$ 28.94	\$ 30.67	\$ 30.00	\$ 33.00	\$ 36.30	\$ 30.00	\$ 40.00	\$ 50.00
Concrete Curb & Gutter (approx. 300 feet)	Foot	\$ 47.00	\$ 49.82	\$ 52.80	\$ 38.00	\$ 41.80	\$ 46.00	\$ 40.00	\$ 50.00	\$ 60.00
Total Base Bid (Yr. 1 Only)		\$ 306,620.00			\$ 271,025.00			\$ 293,070.00		

*These bids will be reviewed by the Public Works Department will be made to Council. There is no guarantee that the contractor will be the lowest bidder. Contracts are awarded to the bidder and the lowest bidder.*



ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH OPTIONS FOR YEARS TWO (2) AND THREE (3) WITH ADLETA CONSTRUCTION OF CINCINNATI, OHIO FOR THE 2015 SIDEWALK/APRON REPLACEMENT PROGRAM.

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

Section 1. The City Manager is hereby authorized to enter into a one (1) year contract with options for years two (2) and three (3) with Adleta Construction of Cincinnati, Ohio for the 2015 Sidewalk/Apron replacement program in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council

**CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:**DATE: 02/09/2015

2015 Concrete Repair and Replacement Program.

**FINANCIAL IMPACT:**

The financial impact of the project is the requested funding of \$300,000.00 from the Street Improvement Fund.

**SYNOPSIS:**

The majority of the expense in the concrete repair/replacement work is concrete curb and gutter, which is primarily associated with the asphalt overlay project. This is a unit price contract and exact quantities and individual streets for which work is to be performed are yet to be finalized.

The quantities bid were for the purposes of generating a fair and competitive bid. A larger amount will be performed as originally budgeted in the Capital Improvements Program for 2015.

**BACKGROUND:**

City Council has historically approved funding for annual concrete repair and replacement work done in conjunction with the Annual Overlay Program. The Street Division has included Project PWA-15-007 in the 2015-2019 Capital Improvement Program to complete the replacement of deteriorated curb and gutter and other concrete work required prior to asphalt overlay installation.

The maintenance of concrete pavement on City streets is also included in this appropriation and includes the removal and replacement of broken or settled sections and the installation of underdrains and drainage related repairs to catch basins and monolithic pavement and curb and gutter sections when necessary.

Public Works advertised this project and bids were opened on January 26, 2015 for the 2015 Concrete Repair and Replacement Work. Five (5) bids were received. The complete bid results are attached.

<i>Contractors</i>	<i>Total</i>
Prus Construction – Cincinnati, Ohio	\$186,750.00
Adleta – Cincinnati, Ohio	\$187,500.00
Advanced Restoration – Indianapolis, Indiana	\$210,750.00
Towne Construction Services – Batavia, Ohio	\$239,425.00
RA Miller – Hamilton, Ohio	\$254,650.00

The lowest and best bidder is Prus Construction Company.

**RECOMMENDATION:**

The staff recommends that City Council authorize the City Manager to enter into a one (1) year contract with Prus Construction for the 2015 Concrete Repair and Replacement Work at the unit prices indicated. The recommendation to exercise the year 2 and year 3 option will be determined in years 2 and 3.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$300,000.00 from the Street Improvement Fund for the 2015 portion of this project.

**LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested?**  
If yes, explain above.

yes     no

**Emergency Provision Needed?**  
If yes, explain above.

yes     no

Prepared by: \_\_\_\_\_

*[Handwritten Signature]*

Approved for Content by: \_\_\_\_\_

*[Handwritten Signature]*

Financial Review (where applicable): \_\_\_\_\_

*[Handwritten Signature]*

Legal Review (where applicable): \_\_\_\_\_

*[Handwritten Signature]*

Accepted for Council Agenda: \_\_\_\_\_

*[Handwritten Signature]*

**City of Fairfield**  
**Bid Tabulation for "2015 Concrete Repair Replacement Program"**  
**Bid Opening: January 26, 2015, City of Fairfield Council Chambers**  
**Estimate - \$200,000 1 yr.**

<b>Advanced Restoration</b> PO Box 269568 Indianapolis, IN 46226	<b>Adleta Construction</b> P. O. Box 15872 Cincinnati, OH 45215	<b>R.A. Miller Construction</b> 4148 Augspurger Road Hamilton, OH 45011
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Description	Bid Unit	Advanced Restoration			Adleta Construction			R.A. Miller Construction		
		Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3	Unit Cost Yr 1	Unit Cost Yr 2	Unit Cost Yr 3
Concrete Curb & Gutter (approx. 5,000 ft.)	Foot	\$ 30.00	\$ 33.00	\$ 36.00	\$ 29.20	\$ 29.49	\$ 29.78	\$ 38.55	\$ 40.86	\$ 43.31
Curb Ramps (with truncated domes) (approx. 10 each)	Each	\$ 1,200.00	\$ 1,350.00	\$ 1,500.00	\$ 200.00	\$ 202.00	\$ 204.02	\$ 300.00	\$ 318.00	\$ 337.08
Modified Type 6 Curb (Lawn curb)	Foot	\$ 25.00	\$ 28.00	\$ 31.00	\$ 10.00	\$ 10.10	\$ 10.20	\$ 27.30	\$ 28.94	\$ 30.68
Full Depth Concrete Pavement Repair	Surface Sq. Ft.	\$ 300.00	\$ 325.00	\$ 350.00	\$ 95.00	\$ 95.95	\$ 96.91	\$ 94.10	\$ 99.75	\$ 105.74
Complete Curb Replacement	Foot	\$ 50.00	\$ 55.00	\$ 60.00	\$ 20.75	\$ 20.95	\$ 21.16	\$ 25.55	\$ 27.08	\$ 28.70
Concrete Curb & Gutter (approx. 500 feet)	Foot	\$ 35.00	\$ 38.00	\$ 41.00	\$ 29.20	\$ 29.49	\$ 29.78	\$ 47.00	\$ 49.82	\$ 52.81
Concrete Driveway Aprons/Approaches - 7" (approx. 1,500 sf)	Surface Sq. Ft.	\$ 11.00	\$ 12.50	\$ 14.00	\$ 7.30	\$ 7.37	\$ 7.44	\$ 10.00	\$ 10.60	\$ 11.24
Concrete Driveway Aprons/Approaches - 9" (approx. 500 sf)	Surface Sq. Ft.	\$ 13.00	\$ 14.50	\$ 16.00	\$ 9.00	\$ 9.90	\$ 9.99	\$ 12.00	\$ 12.72	\$ 13.48
Concrete Sidewalks - 4" (misc.) (approx. 1,500 sf)	Surface Sq. Ft.	\$ 5.50	\$ 6.00	\$ 6.50	\$ 6.30	\$ 6.36	\$ 6.42	\$ 9.60	\$ 10.17	\$ 10.78
Total Base Bid (Yr. 1 Only)		\$ 210,750.00			\$ 187,500.00			\$ 254,650.00		

*These bids will be reviewed by the Public Works Department and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bidder.*

**City of Fairfield**  
**Bid Tabulation for "2015 Concrete Repair Replace**  
**Bid Opening: January 26, 2015, City of Fairfield C**  
**Estimate - \$300,000 1 yr.**

<b>Prus Construction Co.</b> 5325 Wooster Road Cincinnati, OH 45226	<b>Towne Construction Services</b> 500 Kent Road Batavia, OH 45103
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Description	Bid Unit	Unit Cost			Unit Cost			Total
		Yr 1	Yr 2	Yr 3	Yr 1	Yr 2	Yr 3	
Concrete Curb & Gutter (approx. 5,000 ft.)	Foot	\$ 27.00	\$ 29.70	\$ 32.70	\$ 38.00	\$ 40.00	\$ 41.00	
Curb Ramps (with truncated domes) (approx. 10 each)	Each	\$ 400.00	\$ 440.00	\$ 484.00	\$ 205.00	\$ 225.00	\$ 235.00	
Modified Type 6 Curb (Lawn curb)	Foot	\$ 20.00	\$ 22.00	\$ 24.20	\$ 32.00	\$ 35.00	\$ 36.00	
Full Depth Concrete Pavement Repair	Surface Sq. Ft.	\$ 80.00	\$ 88.00	\$ 96.80	\$ 34.00	\$ 36.00	\$ 37.00	
Complete Curb Replacement	Foot	\$ 20.00	\$ 22.00	\$ 24.20	\$ 35.00	\$ 37.00	\$ 38.00	
Concrete Curb & Gutter (approx. 500 feet)	Foot	\$ 40.00	\$ 44.00	\$ 48.40	\$ 38.00	\$ 39.00	\$ 40.00	
Concrete Driveway Aprons/Approaches - 7" (approx. 1,500 sf)	Surface Sq. Ft.	\$ 7.75	\$ 8.55	\$ 9.40	\$ 8.50	\$ 9.00	\$ 9.00	
Concrete Driveway Aprons/Approaches - 9" (approx. 500 sf)	Surface Sq. Ft.	\$ 10.50	\$ 11.55	\$ 12.70	\$ 8.75	\$ 9.25	\$ 9.25	
Concrete Sidewalks - 4" (misc.) (approx. 1,500 sf)	Surface Sq. Ft.	\$ 7.25	\$ 8.00	\$ 8.80	\$ 7.50	\$ 7.75	\$ 7.75	
Total Base Bid (Yr. 1 Only)		\$ 186,750.00			\$ 239,425.00			

*These bids will be reviewed by the Public Works Department. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder and the lowest bidder.*

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH OPTIONS FOR YEARS TWO (2) AND THREE (3) WITH PRUS CONSTRUCTION OF CINCINNATI, OHIO FOR THE 2015 CONCRETE REPAIR AND REPLACEMENT PROGRAM.

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

Section 1. The City Manager is hereby authorized to enter into a one (1) year contract with options for years two (2) and three (3) with Prus Construction of Cincinnati, Ohio for the 2015 concrete repair and replacement program in accordance with the bid on file in the office of the City Manager.

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

Passed \_\_\_\_\_  
Mayor's Approval \_\_\_\_\_

Posted \_\_\_\_\_

First Reading \_\_\_\_\_ Rules Suspended \_\_\_\_\_

Second Reading \_\_\_\_\_

Third Reading \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 1100

ITEM:

DATE: 2/06/15

Contract for Public Communications Services

**FINANCIAL IMPACT:**

There is no financial impact associated with the proposed contract beyond that previously authorized by Council in the annual budget. All costs of services from Quality Publishing Company Inc., the contractor, have been anticipated in the 2015 Operating Budget.

**SYNOPSIS:**

Council action is requested to authorize a contract with Quality Publishing Company, Inc., for services related to the preparation, publication, and distribution of various printed media for the City; particularly the Fairfield Flyer newsletter and the City of Fairfield Annual Report.

**BACKGROUND:**

The contract with the City's current provider of printed media services, Audio Visual Inc, expires in March, coinciding with the retirement of AVI owner and CEO Dean Langevin. Quality Publishing has long partnered with AVI for the printing of the City's newsletter and annual report. It maintains a contractual relationship with a designer capable of producing our printed media. Quality was selected following a Request for Qualifications (RFQ) process in which they were identified as the lowest and best vendor. Quality Publishing will provide writing and design services as well as coordination of the printing, sorting and mailing involved with the newsletter and annual report production.

It is proposed that the City contract with Quality Publishing for the described professional services. The proposed term of the contract is three (3) years. Please note that the production includes the costs of printing and preparation for mailing of both the newsletter and the annual report. This arrangement provides for the expeditious publication, which is necessary to ensure that Parks programming activities are publicized in a timely manner, thus offering greater revenue reliability.

**RECOMMENDATION:**

It is recommended that City Council authorize a contract with Quality Publishing Company Inc., to provide general communications and public relations services including printing and mailing services on an as-needed basis. Rules suspension and emergency passage are requested so that the new contract will be effective for the publication of the next newsletter issue.

**LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested?**                  If yes, explain above.  
yes      no

**Emergency Provision Needed?**                  If yes, explain above.  
yes      no

Prepared by: Mark T. Wendling      Mark T. Wendling, Assistant City Manager

Approved for Content by: Arthur E. Pizzano      Arthur E. Pizzano, City Manager

Financial Review (where applicable): Mary I. Hopton      Mary I. Hopton, Finance Director

Legal Review (where applicable): John H. Clemmons      John H. Clemmons, Law Director

Accepted for Council Agenda: Alisha A. Wilson      Alisha A. Wilson, Clerk of Council

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO  
ENTER INTO A CONTRACT WITH QUALITY PUBLISHING  
COMPANY, INC. FOR PUBLIC COMMUNICATION SERVICES  
AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Quality Publishing Company, Inc. for public communication services in accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the new contract will be effective for the publication of the next newsletter issue; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
Clerk of Council

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

ITEM:

February 9, 2015

Request for appropriation for contractual agenda items

FINANCIAL IMPACT:

\$590,000.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested to fund a contract appearing under New Business on Council's meeting agenda dated February 9, 2015:

- \$290,000 for the 2015 Sidewalk/Apron Replacement Program
- \$300,000 for the 2015 Concrete Repair and Replacement Program.

BACKGROUND:

Please refer to specific Council Communications dated February 9, 2015 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:	Suspension of Rules & Adoption Requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		yes	If yes, explain no above
	Emergency Provision Needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		yes	If yes, explain no above

Prepared by: Mark Wilson

Approved for Content by: Mark Wilson

Financial Review (where applicable) by: Steve Hagan

Legal Review (where applicable) by: John A. Commons

Accepted by Council Agenda: Mark Wilson

ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AMEND ORDINANCE NO. 109-14 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, 2015, AND ENDING DECEMBER 31, 2015."

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

Section 1. Ordinance No. 109-14, the 2015 Appropriation Ordinance, is hereby amended in the following respects:

<b>From:</b>	<b>General Fund</b>	<b>\$290,000</b>
<b>To:</b>	10012523-233900 Other Professional Services <i>(Annual Sidewalk/Apron Replacement Program 2015)</i>	\$290,000

<b>From:</b>	<b>Street Improvement Fund</b>	<b>\$300,000</b>
<b>To:</b>	40116025-252000 Improvements Other Than Building <i>(Annual Concrete Repair and Replacement Program 2015)</i>	\$300,000

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

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2015\Contractual 2-9 - Ord

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

ITEM:

February 9, 2015

Request for appropriation for non-contractual agenda items

FINANCIAL IMPACT:

\$65,830.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested:

- \$6,500 for repairs to Medic 32
- \$28,830 for master planning and civil engineering services for recreational pre-development
- \$30,500 for Lime Feasibility Study

BACKGROUND:

Please refer to specific Council Communications dated February 9, 2015 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/> If yes, explain
	yes	no above
Emergency Provision Needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/> If yes, explain
	yes	no above

Prepared by: Alisa Wilson

Approved for Content by: Alisa Wilson

Financial Review (where applicable) by: Mary Hynes

Legal Review (where applicable) by: Don Cliburn

Accepted by Council Agenda: Alisa Wilson

February 09, 2015

City of Fairfield, Ohio  
City Council Communication

**Item:**

Appropriation in the amount of \$6,500.00 to cover the cost of repairs to Medic 32.

**Financial Impact:**

Financial legislation in the amount of \$6,500.00 is required.

**Synopsis:**

Medic 32 sustained damage on an emergency incident when the medic unit was struck by another vehicle in the parking lot of Arby's on Route 4. The insurance carrier, VFIS issued a check to the City of Fairfield to cover the cost of repairs, but it is required to deposit the check in the unappropriated fire levy funds.

This legislation simply appropriates the amount received from the insurance carrier to the Fleet Account to cover the cost of repairs and to cover the unanticipated cost of the vehicle repairs.

**Recommendations:**

It recommended that City Council approve the appropriation in the amount of \$6,500.00 to the Fleet Maintenance account.

**Legislative Actions:** Suspension of Rules and Adoption Requested? Yes  No

Emergency Provision Needed? Yes  No

Prepared by:  Donald G. Bennett

Approved for Content by:  Donald G. Bennett

Financial Review (where applicable) by: 

Legal Review (where applicable) by: 

Accepted for Council Agenda: 

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATIONS

**ITEM:**

**DATE:** 2/9/15

An appropriation to fund a professional services agreement with The Kleingers Group for Master Planning and Civil Engineering Services for Marsh Park Development (Phase 1).

**FINANCIAL IMPACT:**

A financial appropriation in the amount of \$28,830.00 is necessary to fund this proposal.

**SYNOPSIS:**

An agreement with The Kleingers Group to provide Master Planning and Civil Engineering Services for Marsh Park Development (Phase 1) is necessary.

**BACKGROUND:**

In third quarter of 2014, staff met with representatives of Martin-Marietta Aggregates for an update on Martin-Marietta's future plans regarding the conveyance of the Marsh Park Development property to the City. The meeting was positive and Martin-Marietta shared that the mining operations on the property would cease at the end of 2014. There is a surplus of aggregate materials on the property that must be addressed prior to the property being conveyed on the City. This proposal will provide a preliminary grading plan to ensure that the surplus of aggregate materials may be strategically relocated on the site. Martin-Marietta expects to begin implementation of their exit strategy in early 2015 and the strategic relocation of the surplus materials is part of this exit strategy.

This project has been identified by the City of Fairfield in its Capital Improvement Program (PRK-15-07) and the City has worked with The Kleingers Group; most recently with the Huffman Park development and staff was pleased with the results. The Parks and Recreation Board was briefed on this project at their January meeting.

**RECOMMENDATION:**

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation necessary to fund this proposal in accordance with the proposal on file in the office of the City Manager.

**LEGISLATIVE ACTION:**

Suspension of Rules and Adoption Requested? YES [ ] NO [X] If yes, explain above.

Emergency Provision Needed? YES [ ] NO [X] If yes, explain above.

Prepared by: Brady Hill  
Approved for Content by: Brady Hill  
Financial Review (where applicable): Mary Hagan  
Legal Review (where applicable): Scott J. Clemmons  
Accepted for Council Agenda: Heather Wilson



CINCINNATI  
COLUMBUS  
DAYTON

6305 Centre Park Drive  
West Chester, OH 45069  
phone ▶ 513.779.7851  
fax ▶ 513.779.7852  
[www.kleingers.com](http://www.kleingers.com)

November 26, 2014  
Revised January 29, 2015

City of Fairfield  
Attn: Mr. Mark Wendling  
Assistant City Manager  
5350 Pleasant Avenue  
Fairfield, OH 45014

**Re: Proposal for Master Planning and Civil Engineering Services for Marsh Park**

Dear Mr. Wendling,

Thank you for giving The Kleingers Group the opportunity to provide The City of Fairfield with Master Planning and Engineering design services for this 140 acre park project. We are proud to have this opportunity to be part of your team and we understand the responsibility that comes with that role. Understanding we are here as stewards to provide a service to improve the community through the planning of this park, we will do our best to provide the City of Fairfield with thoughtful and realistic planning and preliminary grading design for Marsh Park.

**Site Characteristics & Approach:**

The site includes 60 acres of water that could swell approximately 10' +/- . The water is also home to a variety of fish and the City would like this lake to continue to be a fishing lake. At our meetings, we discussed the possibility of widening the channel between the 2 lakes and incorporating a pedestrian bridge element above. The lake could also host non-motorized boating activities, such as kayaking and paddle boats, or be an area to host water based teaching activities. The City would also like to see a paved multi-use path to extend around the property that could potentially be about 5k in length. The potential for a senior fitness trail with fitness equipment, a new parking area, a triathlon course, as well as ideas that evolve throughout this Master Plan process are all early ideas for the proposed amenities to the park.

Pursuant to our meeting with you on site, we understand that there is roughly 40,000 tons of sand on the property that needs to be accounted for and the City would rather locate the sand on site than pay to have it hauled away. The Master Plan of the park will serve as the foundation for a 20 year phased plan, therefore, having a good Master Plan depicting the areas to 'lose' or strategically locate the sand will perpetuate sound phases of the development of the Park for many years.

The primary focus of the first phase of this effort is to fully understand and account for the large amount of sand on site. This is critical as we need to fully understand what areas of the site we can place certain improvements and programming activities upon. A preliminary grading plan is needed to understand what we have to work with and create a site that is suitable to conduct the master planning efforts occurring at a later date. To that end, we will need to discuss certain (sand-impacted) programming elements in this first phase as those uses may be interdependent with the final location, depth and grading of the sand throughout the site.



## PROJECT APPROACH

Based on our meetings on November 14<sup>th</sup> and January 28<sup>th</sup>, we propose the following approach.

### PHASE I

1. **Geotechnical Analysis** – Geotechnical Engineer to visit the site and obtain sand samples to provide a description of the sand, preliminary opinion of slope stability, and general construction related issues that may be encountered with the potential options for location of the sand-impacted park uses.
2. **Preliminary Grading Plan** – This step in the process will provide for a preliminary grading plan to ensure that a higher level of confidence in ‘losing’ and strategically relocating the correct amount of sand, with the proper slopes for stabilization, can be achieved in the conceptual master planning process. The City’s provided GIS based contours will be used as part of the preliminary conceptual grading exhibit.
3. **Identify Sand Related Programming Elements** – We need to identify and locate those park programming elements that will be impacted by the redistribution of the sand throughout the site. This may include sand specific uses and other park uses that may be impacted by the final sand locations.
4. **Soil Nutrient Content Analysis** - Test up to three sand samples, as warranted, on the site to determine the sand nutrient content relating to the suitable growth of vegetation on certain identified portions of the sand areas. We are proposing this nutrient content analysis take place after the sand has been distributed on site. This is a Soil Texture Test with Sand Classification. After the results of the test, we will determine the proposed topsoil additives to the sand to create a suitable soil for proposed vegetation.
5. **Phase 1 Environmental Site Assessment (ESA)** - Conduct Phase 1 ESA in accordance with accepted ASTM standards.
6. **Phase I Deliverables** – We would deliver a preferred preliminary grading and programming plan that accounts for the redistribution of the sand based on an iterative design process with City Staff. On this drawing, we would also identify the location and type of park uses that will be impacted by the location, depth and grading of the sand.

### PHASE II By Others

1. **Sand Distribution** – The City will work with Martin Marietta to redistribute the sand.

*Since the proposed Phase III and IV scope of work is not intended to occur for a couple years after the sand distribution, we are simply providing a suggested approach to bringing the final pieces of the project to completion. We are not inserting Phase III & IV detailed scope of work text or fees at this time as it would be helpful to understand the outcome of Phase I and Phase II before specifically scoping this final phase in order to provide a more accurate cost and scope of work to complete the project.*

### PHASE III

1. **Conceptual Park Master Plan** – Utilizing the sand-impacted park uses identified in Phase I of this project, we will next identify and explore any remaining park uses and their placement within the site. During this Phase III, we will begin to refine the overall park program and create the overall conceptual layout for the park site. We will incorporate the desired programming elements and analyze how they fit and function within the site. We will also account for how each desired programming element impacts the park / municipal operations, user experience, and the overall construction cost. At the end of this Phase, we will provide a preferred master plan layout based on City Staff and Public input. Once the preferred master plan

Marsh Park  
Attn: Mr. Mark Wendling



is agreed upon, we will provide a phased construction plan with a budgetary level cost estimate so that funding sources can be identified.

2. **Public Input** - We would suggest one or two public open house events intended to gather input and ideas from Fairfield residents and other interested stakeholders. The suggested open house format would consist of presentation boards with interactive public feedback opportunities. A brief presentation by staff and/or consultant team members may also be incorporated into these open house events.
3. **Phase III Deliverables** – We would provide the City with a full color master plan drawing of the park incorporating those sand-impacted programming elements identified in Phase I and adding the remaining park uses as identified and vetted during this second phase of the project. We would create a preferred construction phasing plan with a budgetary level cost estimate broken out by phase. All public input would be documented and provided to the city.

#### PHASE IV

1. **Detailed Geotechnical studies.**
2. **Construction Documents.**

Based on the above project approach, we propose the following detailed scope of work.

#### **DETAILED SCOPE OF SERVICES FOR PHASE I**

##### PHASE I

###### ***Geotechnical Analysis***

- A. Test multiple sand samples at various locations on the site to determine its soil properties, maximum slope allowable in order to understand its usability to create a suitable or pavement base. We are proposing a detailed geotechnical analysis take place after the sand has been distributed on site and specific construction activities have been identified.

###### ***Preliminary Conceptual Grading & Programming Plan***

- A. Perform site visit and review of existing conditions.
- B. Review base mapping and existing topography to verify the general volume of excess sand.
- C. Review similar parks that have dealt with re-locating sand and the solutions that were garnered.
- D. Diagrammatically illustrate the site layout and identify inter-relationships and constraints to several differing site arrangements (assume three concepts).
- E. Attend meeting with City of Fairfield, the Groundwater Consortium and ODNR to discuss and coordinate project requirements.
- F. Attend Review Meeting #1 with owner to discuss and review the first draft of a preliminary grading and programming plan. We would be looking for direction at this meeting on these grading and programming topics in order that a revised plan could be created.
- G. Refine the selected conceptual site arrangement, preliminary grading and program elements and attend a Review Meeting #2 (if required) with owner for review and discussion.
- H. After Review Meeting(s) make the final revisions to the preliminary grading and programming plan and distribute to owner via hard copy and PDF.

###### ***Soil Nutrient Analysis***

- A. Test up to three sand samples, as warranted, on the site to determine the sand nutrient content relating to the suitable growth of vegetation on certain identified portions of the sand areas. We are proposing this

**Marsh Park**  
**Attn: Mr. Mark Wendling**



nutrient content analysis take place after the sand has been distributed on site. This is a Soil Texture Test with Sand Classification. After the results of the test, we will determine the proposed topsoil additives to the sand to create a suitable soil for proposed vegetation.

### **Environmental Site Assessment**

A Phase I ESA will be conducted in accordance with the American Society for Testing and Materials (ASTM) practice for conducting Phase I ESAs (Procedure Number ASTM E1527-13), which represents the present standard of practice and is referenced as an acceptable format under USEPA's All Appropriate Inquiry (AAI) rule. The AAI rule addresses actual and potential implications only from hazardous substances; ASTM E1527-13 also includes petroleum-related issues, as has its preceding versions; therefore, it is considered more protective. The objective of the ESA will be to evaluate whether past or current activities have resulted in "recognized environmental conditions," as defined in ASTM E1527-13. The assessment conducted will involve a review of information indicating site and neighboring land use (past and present), historical uses of the site, environmental regulatory activity connected with the site, and a reconnaissance of structures or related property. Examples of issues that will be addressed include impacts of surrounding land uses, polychlorinated biphenyl (PCB) containing equipment, underground and aboveground storage tanks (USTs and ASTs, respectively), hazardous waste or material storage, and incidents of spills of the aforementioned materials, as may be applicable to the property.

A site inspection will be conducted and will include a visual observation of current practices at the site, material storage and handling procedures, and waste disposal activities as well as interviews with appropriate personnel regarding the details of past land use activities. During the site inspection, available information related to the site will be reviewed and will include site and neighboring land use, environmental regulatory activity connected with the site, and pertinent historical resources (including fire insurance maps, city directories, aerial photographs, topographic maps, and/or other site maps, based on availability at the site). It is requested that this information, to the extent practical, be provided prior to site mobilization.

Environmental database searches will also be performed upon authorization to proceed. Ideally, this information will also be made available prior to site mobilization. EHS compliance topics will not be reviewed as part of the Phase I ESA. State and federal regulatory listings, as obtained from a commercial vendor, will be reviewed in accordance with provisions of the ASTM E1527-13 procedure to assess whether the site may be subject to current or future regulatory action. Based on the information obtained from the environmental database review, we may contact local and state (and if necessary, federal) regulatory agencies to establish whether regulated activities have taken place at the site. These regulatory offices may also be queried as to the status of past environmental activities at this location. Historical resources, in the form of aerial photography, topographic maps, Sanborn® fire insurance maps, and/or city directories, as available, will be reviewed for an indication of past land use at the property and adjacent properties, where appropriate. Surrounding land use and activities may suggest other avenues to follow regarding past site conditions and usage.

The results of the Phase I ESA will be the documentation of site environmental conditions and, if necessary, identification of areas of potential concern (APCs), which would be considered "recognized environmental conditions" per ASTM standards."

### **PHASE II - To be Performed By Others**

### **PHASE III and IV – To be Provided at a Later Date when Site Conditions are Finalized.**

Marsh Park  
Attn: Mr. Mark Wendling



**PROFESSIONAL SERVICES FEE TABLE FOR PHASE 1**

Phase 1	Task	Fee
	Geotechnical analysis	\$2,800
	Preliminary grading plan	\$12,430
	Programming plan	\$7,600
	Facilitate two meetings	\$1,100
	Soil Nutrient Analysis	\$1,400
	Phase 1 ESA	\$3,500
	<b>Total Fee for Phase I</b>	<b>\$28,830</b>

**PHASE I PROJECT SCHEDULE**

1. Authorization to Proceed – February 2, 2015 (assumed)
2. Phase I
  - a. Meeting with Groundwater Consortium and ODNR By February 13, 2015
  - b. Deliverables, including Grading Plan, Programming, Environmental Phase 1 and Geotechnical February 27, 2015

We are planning for the two design review meetings with City staff throughout the process of programming and grading plan preparation.

**ASSUMPTIONS**

Assumptions help us clarify the scope of services being provided for the associated fees. When we make these assumptions, it does not guarantee that reality will match these assumptions; rather it identifies the conditions for which this scope of services and fees are valid. For the purposes of this proposal we are making the following assumptions of services not part of this proposal but are services we would be pleased to provide at a negotiated fee or at our standard hourly rates include:

- Construction design documents
- Traffic studies
- Sewer or water capacity studies
- Rezoning of the property, PUD modifications, or zoning variances
- Plats or legal descriptions
- Archaeological studies and submittals
- Detailed geotechnical reports (including soil borings)
- Temporary or permanent easement or right-of-way negotiations

We recognize that minor revisions to drawings are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work. ***Upfront communication between consultant and client regarding project success factors is very important – please feel free to call me at any time to discuss any concerns you may have regarding any project issues.***

Again, thank you for the opportunity to provide Master Planning and Engineering Services to the City of Fairfield. We truly appreciate the opportunity to work with you. As always, please feel free to call me should you have any questions.

Sincerely,  
THE KLEINGERS GROUP, INC.

Landscape Architecture Studio Leader

Principal

Marsh Park  
Attn: Mr. Mark Wendling



Terms and Conditions

**Services Provided.** Kleingers & Associates, Inc., the Consultant, agrees to perform the professional services outlined in the preceding paragraphs for City of Fairfield, the Client. Client agrees to:

1. Provide full information as to his requirements for the Project prior to commencement of work on the Project;
2. Assist Consultant by placing at his disposal all available information pertinent to the Project;
3. Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
4. Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
5. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
6. Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
7. Client will promptly review and act on all submissions made to him by Consultant.

**Time of Completion.** Consultant agrees to perform the outlined Scope of Services within the periods specified, exclusive of review time and time to complete review responses, from receipt of Authorization to Proceed. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

**Compensation.** For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Clients will be invoiced each month for any work performed during the period. For hourly services, invoices will be based on the number of hours expended by the Consultant's personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past 30 days every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

**Standard of Care.** Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**Limitations of Services.** All application, review, and permit fees are to be paid by others. Any necessary environmental, geotechnical or archaeological site assessments are excluded from this scope of work.

**Additional Services.** Changes made by Client after the start of the work will be considered extra work and may negatively impact the stated project timeline. Consultant will notify Client in writing of any changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

**Indemnification and Limitation of Liability.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, 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, 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 attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultants insurance proceeds up to the greater of: \$ 1,000,000 or the Consultant's total fee for services rendered under this agreement. 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.

**Marsh Park**  
**Attn: Mr. Mark Wendling**



**Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or 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 or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

**Termination of Contract.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**Dispute Resolution.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense/prosecution of the claim, including staff time, court costs, attorney fees and other claim related expenses.

**Ownership and Copyright of Documents.** All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

**Free Publicity.** Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant.

Marsh Park  
Attn: Mr. Mark Wendling



**Use of Electronic Media.** Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. 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 of computer hardware differing from those in use by Consultant at the beginning of this assignment.

**Opinions of Cost.** When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

**Jobsite Safety Disclaimer.** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**Severability.** If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

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

**Signatures.** Should Client be a corporation or governmental entity, the person signing this Agreement represents that he is duly authorized to execute the agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he/it has full authority to sign on behalf of said Client.

**Innovative Design and Technologies.** The Client understands and agrees that state-of-the-art or innovative products, technologies or methods may be used on the project and that these lack a proven history of successful application and performance. The Client acknowledges that these technologies are being incorporated into the project to accomplish recognized objectives, but due to their unproved and innovative nature, there is a significant possibility that those objectives may not be realized and may result in undesirable consequences. The Consultant will conduct a reasonable level of investigation and analysis, and this is the limitation of the Consultant's obligation for the performance of these technologies. The Client has weighed the relative risks and rewards and accepts the risk of incorporating the innovation(s) into the project.

#### AUTHORIZATION TO PROCEED

Please proceed with the work outlined above in accordance with this proposal. I agree to the terms and conditions of this proposal.

City of Fairfield

By: \_\_\_\_\_

Date: \_\_\_\_\_



# Memorandum of Understanding

for a Joint Recalcination Feasibility Study between and among  
Greater Cincinnati Water Works, City of Fairfield, and City of Hamilton

This memorandum of understanding describes the conditions and requirements for a joint feasibility study sponsored and paid for by the Greater Cincinnati Water Works, the City of Fairfield, and the City of Hamilton.

## **Purpose**

The purpose of the study is to investigate the feasibility of installing and utilizing a joint recalcination facility to be used by the three utilities. The purpose of the recalcination facility would be to collect spent lime, the waste product from the Utilities' lime softening facilities, and process (recalcine) it into calcium oxide, which is the treatment chemical needed for the softening process. This would eliminate the need to purchase calcium oxide from an outside supplier, and would eliminate the need to dispose of the spent lime, effectively creating a "closed-loop" system for this treatment chemical and treatment residuals. This could result in monetary savings for the utilities and provide a beneficial re-use for the spent lime.

A portion of this study is to ensure the construction and operation of a recalcination facility does not pose a risk to ground water contamination and does not violate any of the Hamilton to New Baltimore Ground Water Consortium's goals for source water protection. As such, it is appropriate to utilize the existing source water protection agreement to complete this study. This MOU will serve as an addendum to that agreement.

## **Study Structure and Description**

Greater Cincinnati Water Works is already conducting a feasibility study for on-site recalcination at its Charles M. Bolton Plant. To fully leverage the information collected during their study, the feasibility study for a joint facility will be accomplished through a change order with GCWW's consultant.

## **Funding**

The cost for the joint study will be divided equally among GCWW, Fairfield, and Hamilton. The consultant has provided a not-to exceed amount of \$90,685, for a not-to-exceed value of 30,228.34 per entity. It is anticipated that an important component of the study will be to determine any potential

impacts to ground water quality, source water protection permitting, or other source water protection issues. As such, this MOU will be an addendum to the existing agreement between the utilities for source water protection activities. The agreement was executed in 2006 and is titled "Hamilton to New Baltimore Ground Water Consortium Wellhead Protection Plan Agreement".

GCWW will invoice the Cities of Fairfield and Hamilton for costs associated with this study as part of the recurring source water protection invoicing under the agreement between GCWW and the other members of the Hamilton to New Baltimore Ground Water Consortium.

**Scope**

This MOU is limited to the joint feasibility study described above. It will terminate once this study is complete and all invoices have been paid.

**Study results**

It is anticipated that the results of this study will be summarized in a report. The report and any associated information will be provided to GCWW, Fairfield, and Hamilton.

Approved by:

\_\_\_\_\_  
City of Cincinnati  
By: Jeff Pieper  
Its: Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Fairfield  
By: Art Pizzano  
Its: City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Hamilton  
By: Doug Childs  
Its: Director of Public Utilities/General Manager

Date: \_\_\_\_\_

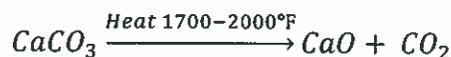
## PROJECT UNDERSTANDING

### BACKGROUND

One of the challenges associated with a lime precipitative softening water treatment process is finding a sustainable method of managing the solids that are produced during treatment. Because the process is designed specifically to convert dissolved solids that are present in the raw water to suspended solids and because the lime added essentially produces solids on a one to one basis with the amount of hardness removed solids production from lime softening is much higher than other water treatment processes. Disposing of these solids can become an expensive prospect if they are not utilized in an economically beneficial downstream application.

Fortunately, the solids produced via lime softening are a valuable resource that can be beneficially reused in a number of ways. Traditionally, lime softening solids have been used for applications such as flue gas desulfurization (FGD), which is currently how lime solids from Hamilton and Fairfield are utilized, or for agricultural land application. While both of these options are more economically and environmentally beneficial than landfilling the lime solids, utilities practicing these methods still typically pay transport and disposal costs.

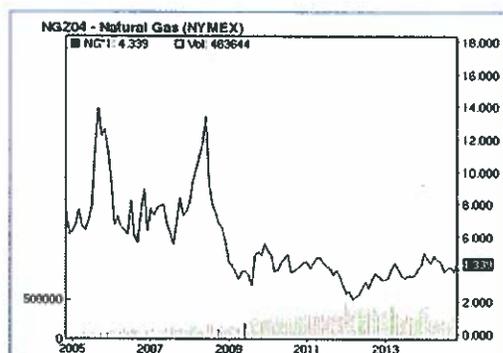
However, there is another beneficial reuse option utilities can pursue that would directly benefit the lime softening plants: recalcination. Recalcination was practiced at 8 to 10 plants in the 1970s before gas prices and lower cost disposal methods moved led utilities to move away from the process; as of today only two plants are using recalcination. For most lime softening plants, the largest treatment chemical costs are associated with the purchase of quicklime, or CaO. The lime solids produced during treatment are primarily composed of calcium carbonate (CaCO<sub>3</sub>). Through thermal conditioning, it's possible to convert the calcium carbonate back to quicklime via the reaction



Not only does recalcination recover the quicklime that was used for primary treatment, but since the softening process removes additional Ca<sup>2+</sup> and CO<sub>3</sub><sup>2-</sup> ions from the raw water, **recalcination produces excess quicklime that can then be resold to other customers** for water treatment or other industrial purposes. Thus, recalcination can be economically beneficial for utilities in multiple ways: it reduces the cost of solids disposal, reduces the cost for treatment chemicals, and produces excess product that can be resold to offset capital costs.

Despite the many benefits of lime recalcination, its application in the drinking water industry has been limited. There are several reasons for this. Historically, the most practical technology for lime recalcination has been rotary lime kilns. These kilns are most efficient at higher solids production rates, which in turn requires very long kilns (200+ feet) and a large source of lime solids (>100 ton/day). While some utilities, such as the City of Dayton, have had the space and solids production needed to accommodate such equipment, it simply was out of the range of many smaller utilities. This, in addition to continually rising gas prices and ready availability of low-cost disposal sites, discouraged many utilities from practicing lime recalcination.

However, technological advances have led to an upswing in interest in lime recalcination among water utilities. Improvements in furnace technologies offer the potential



Record-low natural gas prices have revitalized interest in lime recalcination

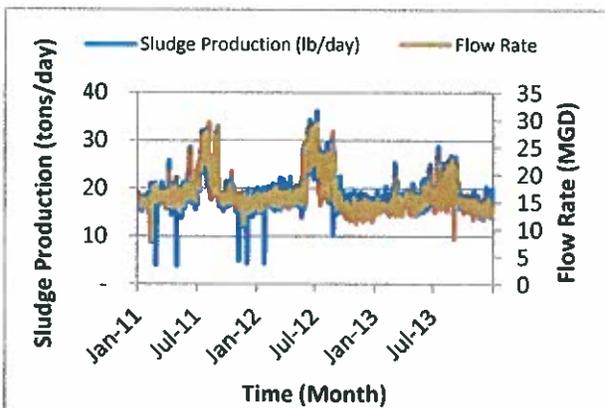
for efficient recalcination at lower solids throughput rates. Hydraulic fracturing technologies have pushed natural gas prices to record lows (current natural gas prices are approximately one-third of their peak in 2008). Additionally, many monofills or other disposal sites historically used by utilities for low-cost solids disposal are reaching capacity. Together, these factors make lime recalcination an attractive option for both lime solids disposal and quicklime production.

## JOINT LIME RECALCINATION FEASIBILITY

EE&T is excited to apply our unmatched experience in residuals management and beneficial reuse to assist the Cities of Cincinnati, Fairfield, and Hamilton in evaluating the feasibility of a joint lime recalcination facility to recover quicklime from the calcium carbonate solids produced by their respective lime-softening groundwater treatment plants. We have extensive experience working with the City of Dayton to improve the efficiency of their lime recalcination facility, and are currently working with Greater Cincinnati Water Works (GCWW) to evaluate the feasibility of constructing a recalcination facility at the Charles M Bolton Plant (CMBP) specifically for solids produced at that plant. This experience provides us insight into the potential issues that face a joint lime recalcination facility. We'll discuss a few of these issues below.

### Solids Storage Logistics

Recalcination differs from other solids treatment technologies in that, depending on the type of



Variations in solids production require accommodations for solids storage either on- or off-site

recalcination process, it may not be easy to start and stop the recalcination process due to the time it takes to heat up/cool down the furnace/kiln. Typical practice when dewatering water treatment plant residuals is to operate at steady state for as long as is needed to treat the target solids production; when solids production is low, the dewatering process will operate only a few hours per shift or a few shifts per week, and when solids production is high the dewatering process will operate for more shifts per week or hours per shift. Since this mode of operation is not practical for many types of recalcination facilities, accommodations must be made for storing solids during peak periods so they can be processed during off-peak periods.

EE&T developed now widely published methods to calculate historical solids production using daily water quality and/or chemical usage data from the plants' operating records. This will allow us to calculate actual solids production, such as shown in the above graph, for each of the plants. We'll use the daily solids production from all of the plants to be served by the joint lime recalcination facility to determine: a) what the optimum lime recalcination rate is, and b) how much storage is needed to accommodate the difference between the peak solids production and the optimum lime recalcination rate. Storage of solids is needed to both equalize out a day's operation so the kiln doesn't start up and shut down, as well as to ensure sufficient solids are stockpiled to accommodate non-transport times. For example, if trucking is used for transporting lime residuals then we may plan for no truck transport on weekends and holidays. We may also want to plan on some weather interruptions. Through conversations with the Cities we can estimate required storage volumes.

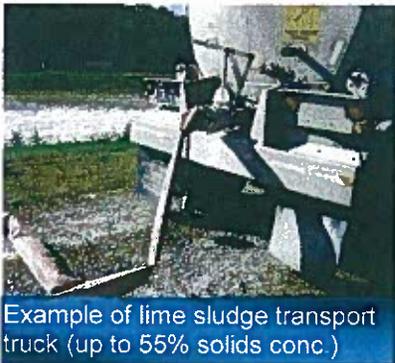
Depending on how much storage is needed, we can plan for locating the storage at the joint lime recalcination facility but perhaps also at each of the treatment plants (it is likely that a combination of both will be required).

Note: some recalcination processes, such as pneumatic flash calciners (PFCs), have a higher tolerance for thermal cycling than traditional recalcination processes. If such a process is selected for the joint recalcination facility, it may be possible to move away from continuous operation to more traditional shift cycle. Implications of doing so will be fully assessed and discussed as part of this evaluation.

### Solids Transport Logistics

One of the challenges associated with operating a joint lime recalcination facility is to transport solids from where they are generated (at the individual treatment plants) to where they are treated (at the joint recalcination facility). Solids may be conveyed either via pumping (through new or repurposed pipelines) or via trucking. Depending on the method of transport, it may be preferable to transport the solids directly from the plant's clarifiers (approximately 5 percent solids) or to provide solids thickening on-site at the treatment plant through gravity thickeners or lagoons to reduce the amount of water that needs to be transported with the solids.

Since the participating treatment plants are located within a relatively short distance of one another (<1.5 mile radius), either pumping or trucking may be feasible. Pumping can be advantageous in that, once the infrastructure constructed, the labor associated with conveying solids is minimal. However, given the relatively low daily solids production from each plant, it may be more cost effective to just truck solids from the treatment plants to the lime recalcination facility. Lime sludge transport trucks can be liquid-type containers such as those shown at left or, for dryer solids, lined dump trucks can be used.



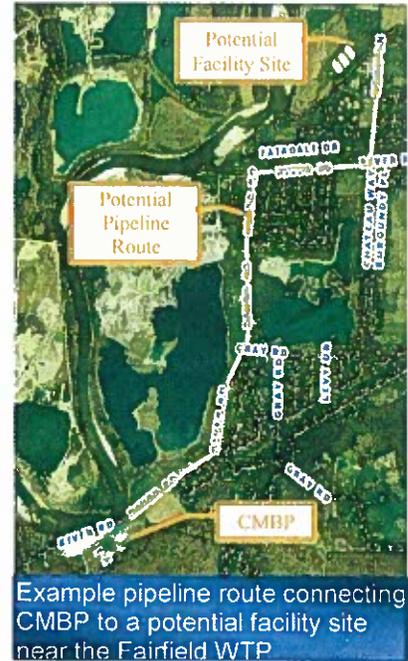
Example of lime sludge transport truck (up to 55% solids conc.)

Trucks can haul between 20 to 25 wet-tons, on average. Lime sludges typically thicken to 35+ percent solids concentration. Even if the solids were only thickened to 25 percent, six tons of dry solids could be hauled with each truck load. CMBP has the largest solids production of the plants that would be hauling to the joint lime recalcination facility. Based on historical data, only 3 to 4 truckloads per day would be required, on average, to transport thickened lime solids to a joint recalcination facility (max day = 7 truckloads). Lime sludges from lagoons can be transported at higher concentrations, which can further decrease the number of truckloads required. Given the relatively short

distance between each of the plants and the few number of truckloads that would be required, it may be prudent to avoid the capital cost of new pipeline(s) and to just rely on truck transportation of lime solids to the joint recalcination facility. **This will be fully evaluated as part of this study on a capital versus operational cost analysis.**

### Furnace/Kiln Selection

As mentioned previously, there are several furnace/kiln technologies that may be used for lime calcination other than the traditional rotary lime kilns. These include multiple hearth furnaces,



Example pipeline route connecting CMBP to a potential facility site near the Fairfield WTP

rotary hearth furnaces, pneumatic flash calciners PFC), etc. These technologies will be more efficient at low solids throughput than the rotary lime kilns, and any of them may be feasible for the proposed joint lime recalcination facility.

EE&T is currently evaluating recalcination technologies for GCWW as part of the CMBP-specific evaluation, and will be able to easily leverage that knowledge for technology selection as part of this study. The advantages and disadvantages of each system in terms of capital cost, operating costs, and ease of operations and maintenance will be presented to the participating utilities as part of technology selection.

### **Magnesium**

One consideration for recalcination projects is what contaminants may be present in the lime solids. It is our understanding that each of the plants that would be hauling to the joint lime recalcination facility would be groundwater facilities, so there would be little in the way of naturally occurring raw water solids that would be present in the final quicklime product. However, the Fairfield and Hamilton plants do soften at a higher pH than CMBP, so there may be some magnesium hydroxide present in the lime softening solids.

Magnesium should be removed from the lime solids prior for recalcination for two reasons: 1) some furnace/kiln technologies can be damaged by buildup of magnesium oxide inside of the firing chamber, and 2) magnesium oxide present in the recalcinated product will accumulate over time. Recarbonation is recommended for resolubilizing any magnesium hydroxides. However, recarbonation must consider the solids concentration of the influent sludge. If the solids are transported to the site with a solids concentration in excess of 8 to 10 percent, it will be necessary to dilute the solids on-site prior to recarbonation to prevent the precipitation of magnesium carbonate trihydrate solids during the recarbonation process. It may also be possible to recarbonate at each site prior to thickening and transport.

The calcination process will also produce CO<sub>2</sub>. The carbon dioxide can be recovered and used to carbonate the lime sludge for Mg removal.

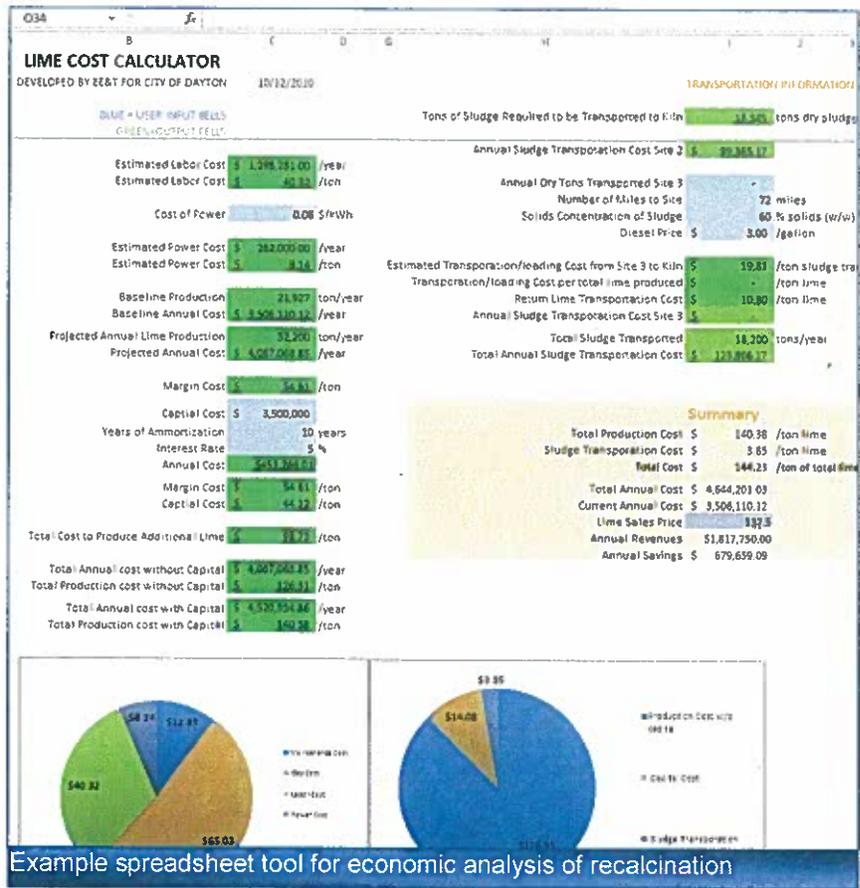
## **PROPOSED APPROACH**

The request for proposal for this study contained a detailed and thorough scope of work. We consider the scope of work to be well thought out, and it appears to have identified the major points we would recommend for inclusion in this evaluation. Given the space limitations of this proposal we will not reiterate the scope of work, but we intend to follow the scope of work closely throughout the duration of this project.

There are three potential sites for the joint lime recalcination facility that are identified in the RFP. We will evaluate each site based on the criteria outlined in the scope of work, and during the kickoff meeting we will work with Cincinnati, Fairfield, and Hamilton staff to identify any other sites that may be feasible for the proposed facility. Site visits will be conducted to each potential site to verify local conditions.

In addition to site selection, evaluations of other key items will be needed, including: sludge transport methodology and routing, recalcination technology selection, facility staffing strategy, etc. EE&T will evaluate two or more alternatives for each item and provide the Cities with a recommendation for a preferred alternative for each item.

Our goal for this project is to provide each of the participating utilities with sufficient information to assess the viability of the joint lime recalcination facility. To that end, in addition to the study report, we will provide an electronic spread-sheet tool(s) that will allow the utilities to see the underlying calculations supporting our analysis, as well as a tool(s) that can be used for evaluating the sensitivity of the economic analysis to variables such as the cost of natural gas and the price that can be charged for resold quicklime. An example of one such tool is illustrated at right.



As described in the RFP, the key deliverables for this project will be a 20- to 30-page summary report along with a spreadsheet tool(s) the Cities can use to evaluate different economic alternatives. However, before the summary report can be prepared, feedback from the Cities will be required to evaluate the preferred alternative for several key items discussed above. To facilitate those decisions, EE&T hold a mid-project technical meeting to provide staff at each City the information needed to evaluate the alternatives presented and recommended by EE&T. In addition to the project kickoff meeting and mid-project meeting, EE&T anticipates meeting with representatives from the Cities two additional times during the study: once shortly after the kickoff meeting during the site visits to potential locations for the joint lime recalcination facility, and once after the draft report had been submitted to present the study findings to the Cities.

## SUBMITTAL SCHEDULE FOR DRAFT AND FINAL REPORTS

A potential schedule is presented below. We are not currently aware of the Cities preferred start date, so for the purposes of this proposal we have assumed the project would start at the beginning of 2015. However, we are prepared to move the schedule up or back as needed.

Desc.	Task	January				February				March					April			May			June						
		5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29
Kickoff Meeting	4	█																									
Solids Quantification	1	█	█																								
Site Assessment Visits	2			█																							
Site Location Assessment	2	█	█	█	█	█	█																				
Process Sizing/Tech. Feasibility	1					█	█	█	█	█	█	█	█	█	█												
On-site Review Meeting	4													█													
Financial Analysis	2													█	█	█	█	█	█								
Report Preparation	3																		█	█	█	█					
GCWW/Fairfield/Hamilton Review	4																				█	█	█	█	█		
Review of Findings Meeting	4																								█		
Finalize Report	4																								█	█	

As discussed under project approach, we anticipate holding a mid-project technical meeting to discuss site location and recalcination technology selection prior to submission of the draft report. We anticipate holding that technical meeting at the end of March/beginning of April. We anticipate completing all tasks associated with this project within 6 months.

## ITEMIZED BUDGET

The total proposed budget for this work is \$90,685. The following table breaks down the proposed budget by task. Space limitations preclude inclusion of a more granular itemized budget including subtasks; however, such a budget has been submitted in addition to the proposal.

EE&T is more than willing to work with the Cities to match the services provided to available budget for this work. If the Cities wish to reduce the proposed budget, we can work with the Cities' project manager to identify areas where the scope can be modified and/or reduced to meet the Cities' budget requirements.

Task	DESCRIPTION	Tech MGT	Proj. Manager	Engineer	Tech Support	Expenses	Total
		D. Cornwell	D. Roth		CADD		
1	Technical Feasibility						
	Subtotal Hours	18	60	302	64		444
	Total Fee	\$3,060	\$7,500	\$22,650	\$3,200	\$0	\$36,410
2	Financial Viability						
	Subtotal Hours	10	58	122	20		210
	Total Fee	\$1,700	\$7,250	\$9,150	\$965	\$0	\$19,065
3	Report Preparation						
	Subtotal Hours	6	52	136	40		234
	Total Fee	\$1,020	\$6,500	\$10,200	\$2,000	\$0	\$19,720
4	Project Management						
	Subtotal Hours	22	52	16	0		82
	Total Fee	\$3,740	\$6,500	\$1,200	\$0	\$4,050	\$15,040
Total	Total Hours	56	214	576	124		970
	Total Dollars	\$9,520	\$27,750	\$43,200	\$6,165	\$4,050	\$90,685

Task	DESCRIPTION	Tech MGT		Proj Manager		Engineer		Tech Support		Expenses	Total
		D. Cormwell		D. Roth				CADD			
1	Technical Feasibility										
	Quantity solids production (mass and volume) from each plant	2		8		40		0			50
	Sludge pumping facilities evaluation	1		8		48		8			65
	Evaluation of pipe routing options	2		8		56		24			90
	Sizing of receiving/thickening facilities for liquid lime residuals	1		4		16		8			29
	Evaluation of lime residuals pre-processing facilities	2		4		30		8			44
	Evaluation of recalcination technology options	2		8		20		0			30
	Evaluation of CO2 recovery options	2		4		16		0			22
	Sizing of quicklime storage	1		4		16		4			25
	Determination of required trucking facilities	1		4		12		4			21
	Determination of Storage/Receiving Facilities	4		8		48		8			68
	<b>Subtotal Hours</b>	18		60		302		64			444
	<b>Billing Rate</b>	\$170.00		\$125.00		\$75.00		\$50.00			
	<b>Total Fee</b>	\$3,060		\$7,500		\$22,650		\$3,200		\$0	\$36,410
2	Financial Viability										
	Site location assessment	2		24		56		20			102
	Recalcination facility costing/logistics	2		20		40		0			62
	Assessment of permitting concerns	1		2		8		0			11
	Evaluation of source water protection concerns	1		2		6		0			9
	Assessment of NSF-60 certification requirements	2		4		0		0			6
	Identification of potential lime customers	2		2		12		0			16
	Review of grant/funding opportunities	0		4		0		0			4
	<b>Subtotal Hours</b>	10		58		122		20			210
	<b>Billing Rate</b>	\$170.00		\$125.00		\$75.00		\$48.24			
<b>Total Fee</b>	\$1,700		\$7,250		\$9,150		\$965		\$0	\$19,065	
3	Report Preparation										
	Budget capital and O&M cost estimates for selected approach	2		24		40		0			66
	Discussion of other pending issues	0		12		16		0			28
	Facility schematics and/or drawings/layouts	2		4		40		40			86
	Cost analysis spreadsheet	2		12		40		0			234
	<b>Subtotal Hours</b>	6		52		136		40			234
	<b>Billing Rate</b>	\$170.00		\$125.00		\$75.00		\$50.00			
<b>Total Fee</b>	\$1,020		\$6,500		\$10,200		\$2,000		\$0	\$19,720	
4	Project Management										
	Project management	6		12		0		0			18
	Kickoff meeting	8		8		0		0	\$ 1,100.00		1116
	Site assessment/status review meetings	0		24		16		0	\$ 1,850.00		1890
	Final project review meeting	8		8		0		0	\$ 1,100.00		1116
	<b>Subtotal Hours</b>	22		52		16		0			90
<b>Billing Rate</b>	\$170.00		\$125.00		\$75.00		\$50.00				
<b>Total Fee</b>	\$3,740		\$6,500		\$1,200		\$0		\$4,050	\$15,490	
Total	<b>Total Hours</b>	56		222		576		124			978
	<b>Total Dollars</b>	\$9,520		\$27,750		\$43,200		\$5,165		\$4,050	\$90,685

**Example**  
**Dayton Ohio**

## Lime Recycling

The City of Dayton uses lime (calcium oxide), fluoride and chlorine for water treatment. Rapid sand filtration is the final step in the treatment process. In 2009, Dayton's two water plants treated and pumped 20.6 billion gallons of water.

Dayton's well water is considered very "hard" because of the natural minerals. During the water treatment process, hydrated lime (calcium hydroxide) reacts with hardness causing minerals in the well water. This creates calcium carbonate and magnesium hydroxide residuals, which settle to the bottom of water softening basins.

Dayton's water plants pump lime softening residuals to a Lime Recovery Facility (LRF). The LRF is located next to the Ottawa Water Treatment Plant. At the LRF, carbon dioxide produced by the lime recalcination process selectively dissolves and separates magnesium from the lime softening residuals. Then, relatively pure calcium carbonate is dewatered in centrifuges and pumped into a rotary lime kiln. During the recalcination process, temperatures at approximately 2000 degrees F convert the calcium carbonate into calcium oxide and carbon dioxide. The carbon dioxide is used for carbonation of lime softening residuals and pH adjustment of drinking water at the adjacent water treatment plant. The final product of the recalcination process is calcium oxide. The Lime Recovery Facility produced 21,535 tons of lime in 2009.

Calcium oxide, in a pebble form, is conveyed pneumatically from the LRF to the adjacent Ottawa Water Plant and is trucked to the Miami Water Plant. At the water plants, this lime is mixed with water in slaking machines to create calcium hydroxide for water softening. The lime is approved by NSF International for drinking water treatment under Standard 60.

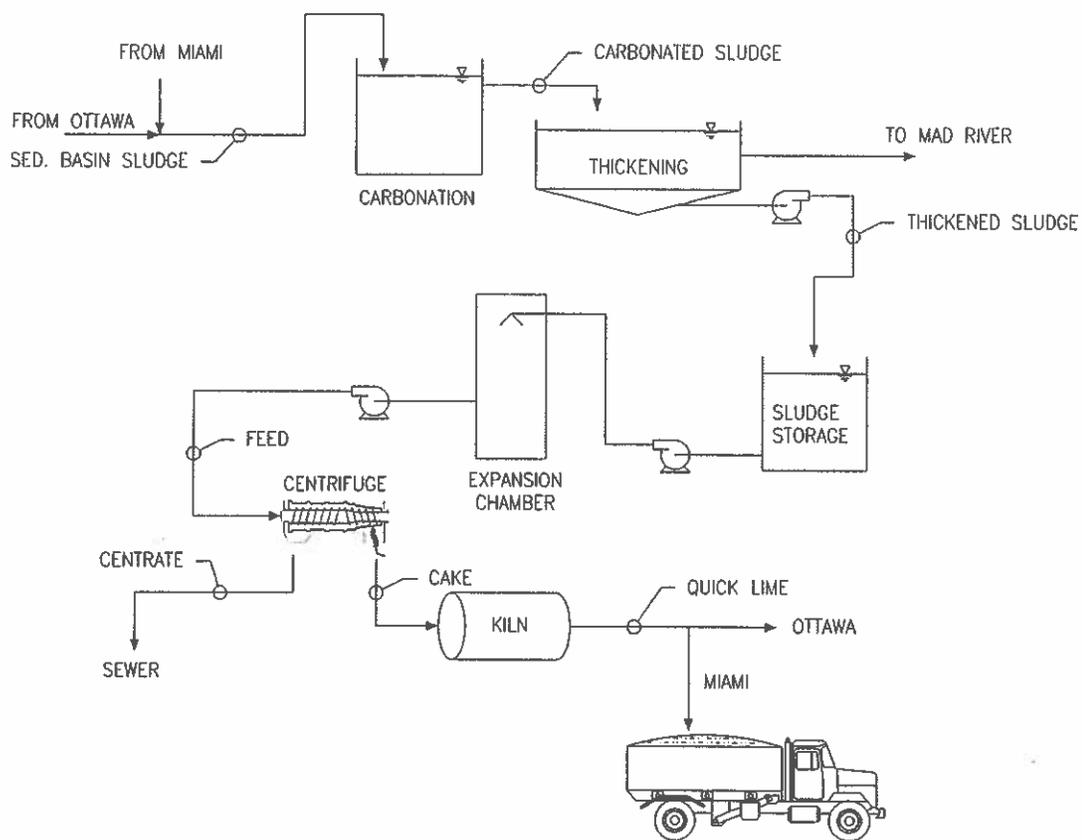
Because calcium from Dayton's well water precipitates into the lime softening residuals, more lime is produced than is consumed. The City of Dayton sells some lime to other water systems for lime softening and occasionally contracts with a broker to sell excess lime to other users.

Reject water from the LRF centrifuges is sent to Dayton's wastewater treatment plant via the sanitary sewer. The reject water, which has calcium carbonate, conditions the wastewater sludge.

When the Lime Reclamation Facility is out of service the lime softening residuals from both water treatment plants are pumped to a lagoon. This lagoon is located near the Findlay Street exit of northbound State Route 4. Solids, primarily calcium carbonate/magnesium hydroxide, are dredged from the lagoon and applied to farmland for pH adjustment of soil.

The City of Dayton Water Department has reclaimed lime-softening residuals from the water treatment process since 1957. Before 1957, all residuals were pumped into lagoons for storage. The City of Dayton is one of two water utilities in the United States that reclaims water softening residuals and produces calcium oxide. The other utility is in Miami, Florida.

# Lime Recovery Process



PROCESS SCHEMATIC

## LIME SOFTENING REACTIONS

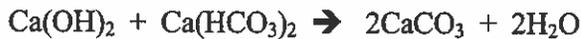
### I. LIME SLAKING

Lime (CaO) is reacted with water to produce calcium hydroxide (Ca(OH)<sub>2</sub>) for the lime softening process at Dayton's water treatment plants.



### II. LIME SOFTENING

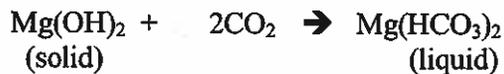
Calcium hydroxide (Ca(OH)<sub>2</sub>) reacts with hardness causing compounds (Ca(HCO<sub>3</sub>)<sub>2</sub> and Mg(HCO<sub>3</sub>)<sub>2</sub>) resulting in the formation and precipitation of calcium carbonate (CaCO<sub>3</sub>). Lime softening removes carbonate hardness.



## LIME RECLAMATION REACTIONS

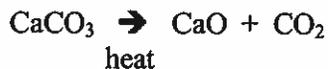
### I. CARBONATION OF LIME SOFTENING RESIDUALS

Carbonation removes magnesium hydroxide (Mg(OH)<sub>2</sub>) from lime softening residuals (CaCO<sub>3</sub>/Mg(OH)<sub>2</sub>) before lime calcination at Dayton's Lime Recovery Facility.



### II. LIME CALCINATION

Calcium carbonate (CaCO<sub>3</sub>) is heated to 2000<sup>0</sup> F in a rotary kiln. The lime product (CaO) is used for lime softening. The carbon dioxide (CO<sub>2</sub>) is used for carbonation of lime softening residuals and re-carbonation of lime softened water at the Ottawa Water Treatment Plant.



ORDINANCE NO. \_\_\_\_\_

ORDINANCE TO AMEND ORDINANCE NO. 109-14 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, 2015, AND ENDING DECEMBER 31, 2015."

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

Section 1. Ordinance No. 109-14, the 2015 Appropriation Ordinance, is hereby amended in the following respects:

<b>From:</b>	<b>Fire Levy Fund</b>	<b>\$6,500</b>
<b>To:</b>	20332023-234500 Fleet Maintenance <i>(Repair Cost of Medic 32)</i>	\$6,500

<b>From:</b>	<b>Tax Recreation Fund</b>	<b>\$30,000</b>
<b>To:</b>	20616025-252000 Improvements Other Than Building <i>(Master Planning and Civil Engineering Services for Recreational Pre-development)</i>	\$30,000

<b>From:</b>	<b>Water Replacement and Improvement Fund</b>	<b>\$30,500</b>
<b>To:</b>	60416025-252000 Improvements Other Than Building <i>(Lime Re-calcination Feasibility Study)</i>	\$30,500

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:

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Clerk of Council

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

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Clerk of Council

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*(Repair Cost of Medic 32)*

**From: Tax Recreation Fund** **\$30,000**  
**To: 20616025-252000 Improvements Other Than** **\$30,000**  
**Building**  
*(Master Planning and Civil Engineering Services for Recreational Pre-development)*

**From: Water Replacement and Improvement Fund** **\$30,500**  
**To: 60416025-252000 Improvements Other Than** **\$30,500**  
**Building**  
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