

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

MONDAY, JULY 8, 2013

7:00 PM

MAYOR.....RONALD A. D'EPIFANIO
COUNCILMEMBER 1ST WARD.....ADAM B. JONES
COUNCILMEMBER 2ND WARD.....JEFFREY L. HOLTEGEL
COUNCILMEMBER 3RD WARD.....DEBBIE PENNINGTON
COUNCILMEMBER 4TH WARD.....TERRY SENGER

COUNCILMEMBER AT-LARGE...TIM ABBOTT
COUNCILMEMBER AT-LARGE...TIMOTHY M. MEYERS
COUNCILMEMBER AT-LARGE...MICHAEL OLER
CITY MANAGER.....ARTHUR E. PIZZANO
CLERK OF COUNCIL.....ALISHA WILSON
LAW DIRECTOR.....JOHN H. CLEMMONS

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.

1. **Call to Order**
2. **Prayer/Pledge of Allegiance**
3. **Roll Call**
4. **Agenda Modifications**
5. **Executive Session Requests**
6. **Public Hearing(s)**
 - a) 2014 Tax Budget Hearing
7. **Special Presentations and Citizen Comments**
 - a) Duke Energy Southwest Ohio Development Fund grant presentation
 - b) Life Well Run Presentation
 - c) Mark Hecquet, Butler County Visitors Bureau
8. **Mayor/Council Reports**
9. **Approval of Minutes**
 - a) Regular Meeting Minutes of June 10, 2013
10. **OLD BUSINESS**
11. **NEW BUSINESS**

(A) **PUBLIC SAFETY COMMITTEE**

Mike Oler, Chairman; Debbie Pennington, Vice Chairman, Terry Senger, Member

- (1) Simple Motion: Motion to approve a liquor permit application in the name of Walgreen Co. dba Walgreens 07046, 4610 Pleasant Avenue, Fairfield, OH 45014 (Permit Classes: C1 and C2).

(B) **PARKS, RECREATION AND ENVIRONMENT COMMITTEE**

Terry Senger, Chairman; Adam Jones, Vice Chairman, Debbie Pennington, Member

- (1) Simple Motion: Motion to accept the revised Emerald Ash Borer Management Plan as prepared by City staff and the Environmental Commission.

(C) **PUBLIC WORKS COMMITTEE**

Tim Meyers, Chairman; Michael Oler, Vice Chairman, Tim Abbott, Member

(1) Ordinance to declare five (5) city vehicles, one (1) John Deere mower, one (1) Clipper Concrete Saw and one (1) Maudlin Roller as surplus and authorize the City Manager to sell the vehicles and equipment on GovDeals.com.

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

(D) **PUBLIC UTILITIES COMMITTEE**

Adam Jones, Chairman; Tim Meyers, Vice Chairman, Jeff Holtegel, Member

(1) Ordinance to authorize the City Manager to enter into a one (1) year contract with two (2) optional annual renewals with Reagent Technologies for lime residuals hauling and disposal services for the Public Utilities Department, Water Division.

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

(2) Ordinance to authorize the City Manager to enter into a contract with Parkson Corporation for the rebuilding of the Parkson Aqua Guard Self-Cleaning Bar/Filter Screen and declaring an emergency.

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

(E) **FINANCE & BUDGET COMMITTEE**

Tim Abbott, Chairman; Terry Senger, Vice Chairman, Mike Oler, Member

(1) Resolution adopting the tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2014 and submit the same to the Butler County Auditor and declaring an emergency.

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

(2) Ordinance providing for the issuance of not to exceed \$2,350,000 of renewal notes by the City of Fairfield, Ohio, in anticipation of the issuance of bonds to provide funds to renew bond anticipation notes, and declaring an emergency.

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

(3) Ordinance to reconcile accounts.

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

(4) Appropriation Ordinance (Non-Contractual Items) - \$17,500 for security upgrades at the Firehouses; \$9,150 for security upgrades at the Water Treatment Facility; \$7,395 for coping cleaning and sealing at the Water Treatment Facility; \$7,100 for fire alarm upgrades at Fire House 1 and Fire House 2; \$12,000 for engineering services for Exit 39; \$16,480 for replacement of traffic control cabinet; \$40,000 for corridor landscaping for Winton/South Gilmore Project; \$9,600 for purchase of LEL and H2S sensors for use by the Wastewater Division; \$2,100 for purchase of two Oxidation Reduction Potential Meters/Sensors for use by the Wastewater Division; \$21,000 for factory overhaul of existing channel grinder at the Wastewater Treatment Plant; \$7,000 for purchase of an HP large format printer/scanner for Development Services.

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

(5) Appropriation Ordinance (Contractual Items) - \$82,000 for the rebuilding of the Parkson Aqua Guard Self-Cleaning Bar/Filter Screen.

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

(6) Ordinance to authorize the City Manager to enter into an agreement with Duke Energy for relocation of street lighting along S. Gilmore/Winton Road and declaring an emergency.

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

(7) Appropriation Ordinance (Contractual Items) - \$52,666 for the relocation of street lighting (Duke Energy)

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

12. Meeting Schedule

Monday, August 12	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, September 9	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, September 23	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

13. Executive Session of Council (if needed)

14. Adjournment

MINUTES
REGULAR MEETING OF COUNCIL
JUNE 10, 2013

Call to Order

Mayor Ronald A. D'Epifanio 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 Abbott led in prayer and Pledge of Allegiance.

Roll Call

Clerk Wilson called the roll of Council. Councilmember Holtegel, Councilmember Pennington, Councilmember Senger, Councilmember Abbott, Councilmember Oler, Councilmember Meyers, and Councilmember Jones.

Agenda Modifications

Executive Session Requests

Public Hearing(s)

Special Presentations and Citizen Comments

Alan Lakamp, president of Butler County Challenger Baseball League, 7741 Bridgewater Lane, Fairfield Township, Ohio, spoke about the 2013 State Tournament that will be hosted by Butler County Challenger Baseball at Waterworks Park on July 20-21. Butler County Challenger Baseball is a league for disabled children and young adults. The tournament will be held at the Joe Nuxhall Miracle League Fields and will bring over 4,000 people to Greater Cincinnati.

Mayor/Council Reports

Councilmember Jones reported that three staff members in Public Utilities recently received certifications - Billy Tackett, OEPA Wastewater III Certification, Jason Blevins, OEPA Wastewater I Certification, and Joe Hennies, OPEA Wastewater I Certification. He also noted that the Fairfield Relay for Life is June 15 and 16.

Councilmember Senger announced that the Aquatic Center opened today. He thanked the staff for their work to repair the problems with the pool.

Councilmember Abbott reported that the city will receive a \$100,000 grant from Duke Energy, related to the Koch Foods expansion project. Representatives will attend a future meeting to discuss this grant.

Mayor D'Epifanio - Fairfield Works

Mayor D'Epifanio presented a few comments submitted through the Fairfield Works program, recognizing street department employees Tony Mayer, Wes Marcum and Charles McHugh, Fire department employees Dan Korte and Ryan Goller, and Municipal Court employee Collie Kuzeman.

Mayor D'Epifanio also thanked the city and staff for their kindness and support in the recent passing of his mother, as well as Hospice of Cincinnati, Avance Funeral Home, Mercy Hospital and his daughter-in-

law, for their wonderful care and help during her illness. He said that Kim Nuxhall told him there was already over \$1,100 in donations in lieu of flowers and donations were still coming in, and he thanked everyone for that, as well.

Approval of Minutes

Regular Meeting Minutes of May 28, 2013

- The Regular Meeting Minutes of May 28, 2013 were approved as written.

OLD BUSINESS

PUBLIC WORKS COMMITTEE

Tim Meyers, Chairman; Michael Oler, Vice Chairman, Tim Abbott, Member

Resolution Authorizing Participation in Ohio Department of Transportation (ODOT) Cooperative Purchasing Program.

Legislative Action: Councilmember Meyers presented the third reading of this resolution.

Councilmember Meyers, seconded by Councilmember Pennington moved to adopt . Motion Carried 7-0. RESOLUTION NO. 7-13. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into a contract with Barrett Paving Materials, Inc. for the 2013 Asphalt Paving and Resurfacing Project.

Legislative Action: Councilmember Meyers presented the third reading of this ordinance.

Councilmember Meyers, seconded by Councilmember Abbott moved to adopt . Motion Carried 7-0. ORDINANCE NO. 48-13. APPROVED 7-0.

Ordinance to declare four (4) city vehicles and one (1) scissor lift as surplus and authorize the City Manager to sell the vehicles and lift on GovDeals.com.

Legislative Action: Councilmember Meyers presented the second reading of this ordinance.

Councilmember Meyers, seconded by Councilmember Senger moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Meyers, seconded by Councilmember Oler moved to adopt . Motion Carried 7-0. ORDINANCE NO. 49-13. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into a contract with Henderson Truck Equipment - Ohio for the outfitting of two (2) 2014 Tandem Axle Dump Trucks.

Legislative Action: Councilmember Meyers presented the second reading of this ordinance.

Councilmember Meyers, seconded by Councilmember Abbott moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Meyers, seconded by Councilmember Oler moved to adopt . Motion Carried 7-0. ORDINANCE NO. 50-13. APPROVED 7-0.

PUBLIC SAFETY COMMITTEE

Mike Oler, Chairman; Debbie Pennington, Vice Chairman, Terry Senger, Member

Ordinance to authorize the City Manager to transfer a 1997 Chevrolet Suburban to the Butler County Sheriff Communications Division and declaring an emergency.

Legislative Action: Councilmember Oler presented the second reading of this ordinance.

Councilmember Oler, seconded by Councilmember Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Oler, seconded by Councilmember Meyers moved to adopt . Motion Carried 7-0. ORDINANCE NO. 51-13. APPROVED 7-0.

FINANCE & BUDGET COMMITTEE

Tim Abbott, Chairman; Terry Senger, Vice Chairman, Mike Oler, Member

Resolution amending the pick-up plan for eligible Fire Department employees under the Ohio Police and Fire Pension and declaring an emergency.

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

Councilmember Abbott, seconded by Councilmember Meyers moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Oler moved to adopt . Motion Carried 7-0. RESOLUTION NO. 8-13. APPROVED 7-0.

Resolution amending the pick-up plan for eligible Police Department employees under the Ohio Police and Fire Pension and declaring an emergency.

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

Councilmember Abbott, seconded by Councilmember Senger moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Oler moved to adopt . Motion Carried 7-0. RESOLUTION NO. 9-13. APPROVED 7-0.

Ordinance to reconcile accounts.

Legislative Action: Councilmember Abbott presented the second reading of this ordinance.

Councilmember Abbott, seconded by Councilmember Holtegel moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Pennington moved to adopt . Motion Carried 7-0. ORDINANCE NO. 52-13. APPROVED 7-0.

Appropriation Ordinance (Contractual Items) - \$99,185 for the outfitting of two (2) tandem axle dump trucks.

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

Councilmember Abbott, seconded by Councilmember Senger moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Senger moved to adopt . Motion Carried 7-0. ORDINANCE NO. 53-13. APPROVED 7-0.

Appropriation Ordinance (Non-Contractual Items) - \$12,000 for overlay/sealing/stripping of parking lots and tennis courts; \$8,500 for sidewalk trip hazard repair; \$25,000 for traffic signal system maintenance; \$33,209 for repairs to Firehouse #3; \$10,000 for maintenance repairs of Municipal Building Annex; \$40,200 for facilities asphalt repairs, sealing and striping at Firehouse #1, Firehouse #3 and Public Works; \$13,957 for Golf Maintenance Shop repairs; \$23,575 for outfitting of a 2013 Chevrolet Silverado 3500; \$12,700 for outfitting of a 2013 Chevrolet Silverado 3500; \$26,274 for equipment outfitting and graphics of three (3) new Police cruisers; \$6,687 for uniforms, equipment and other expenses of Explorer's Post; \$39,000 for back-up server for SCADA system.

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

Councilmember Abbott, seconded by Councilmember Senger moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Meyers moved to adopt . Motion Carried 7-0. ORDINANCE NO. 54-13. APPROVED 7-0.

Appropriation Ordinance (Non-Contractual Items) - \$45,686.56 for Exit 39 South Gilmore/Winton Road Improvements relocation by Duke Energy.

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

Councilmember Senger, seconded by Councilmember Oler moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 6-0. Councilmember Senger, seconded by Councilmember Meyers moved to adopt . Motion Carried 6-0. ORDINANCE NO. 55-13. APPROVED 6-0. COUNCILMEMBER ABBOTT RECUSED HIMSELF FROM VOTE.

NEW BUSINESS

PUBLIC WORKS COMMITTEE

Tim Meyers, Chairman; Michael Oler, Vice Chairman, Tim Abbott, Member

Resolution to approve the revision of the Solid Waste Generation Fee and amend Section VIII of the Solid Waste Management Plan of Butler County, Ohio and declaring an emergency.

Councilmember Meyers, seconded by Councilmember Abbott moved to read the following resolution by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended a resolution to approve the revision of the Solid Waste Generation Fee. Legislative Action: Councilmember Meyers presented the first reading of this resolution.

Councilmember Meyers, seconded by Councilmember Senger moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Meyers, seconded by Councilmember Abbott moved to adopt . Motion Carried 7-0. RESOLUTION NO. 10-13. APPROVED 7-0.

FINANCE & BUDGET COMMITTEE

Tim Abbott, Chairman; Terry Senger, Vice Chairman, Mike Oler, Member

Appropriation Ordinance (Non-Contractual Items) - \$46,710 for outfitting of a 2013 Ford F-450 for Fleet division; \$10,000 for maintenance repairs and upgrades to the Community Arts Center; \$12,000 for maintenance repairs and upgrades to the Justice Center; \$17,805 for maintenance repairs and upgrades to the Public Works Facility; \$10,000 for maintenance repairs and upgrades to the Lane Public Library building; \$49,039 for Municipal Building trim work; \$45,000 Village Green Camera Project; \$30,000 Digital Camera Purchase for Village Green area; \$461.25 to Butler County Prosecutor's Office; \$49,750 for full depth asphalt repairs following water and sewer repair work; \$17,800 for purchase of Dissolved Oxygen Meters/Sensors for use by the Wastewater Division; \$45,000 for purchase of Personal Protective Equipment for the Fire Department.

Councilmember Abbott, seconded by Councilmember Meyers moved to read the following ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended the following non-contractual appropriations: \$46,710 for outfitting of a 2013 Ford F-450 for Fleet division; \$10,000 for maintenance repairs and upgrades to the Community Arts Center; \$12,000 for maintenance repairs and upgrades to the Justice Center; \$17,805 for maintenance repairs and upgrades to the Public Works Facility; \$10,000 for maintenance repairs and upgrades to the Lane Public Library building; \$49,039 for Municipal Building trim work; \$45,000 Village Green Camera Project; \$30,000 Digital Camera Purchase for Village Green area; \$461.25 to Butler County Prosecutor's Office; \$49,750 for full depth asphalt repairs following water and sewer repair work; \$17,800 for purchase of Dissolved Oxygen Meters/Sensors for use by the Wastewater Division; \$45,000 for purchase of Personal Protective Equipment for the Fire Department. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Abbott, seconded by Councilmember Senger moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Pennington moved to adopt . Motion Carried 7-0. ORDINANCE NO. 56-13. APPROVED 7-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- Monday, July 8 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, August 12 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, September 9 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Executive Session of Council (if needed)

Adjournment

The Regular Meeting of Council adjourned at 7:30 PM.

ATTEST:

Clerk of Council Date Approved _____ _____
Mayor's Approval

CITY OF FAIRFIELD, OHIO
NOTICE OF PUBLIC HEARING
2014 TAX BUDGET

Two copies of the 2014 Tax Budget as to be tentatively adopted for the City of Fairfield of Butler County, Ohio, are on file in the office of the Clerk of Council of the City of Fairfield. These copies are for public inspection, and a Public Hearing on said Tax Budget will be held at the Fairfield Municipal Building, 5350 Pleasant Avenue, Fairfield, Ohio, on Monday, July 8, 2013 at 7:00 p.m.

Alisha Wilson
Clerk of Council

For insertion in the Journal News on June 27, 2013.

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

July 8, 2013

Liquor permit application in the name of Walgreen Co. dba Walgreens 07046, 4610 Pleasant Avenue, Fairfield, OH 45014 (Permit Classes: C1 and C2).

FINANCIAL IMPACT:

No financial impact.

SYNOPSIS:

The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a C1 and C2 permit for the above liquor permit applicant.

BACKGROUND:

Background checks from the Building and Zoning Division and Police Department are attached for Council and staff's review.

RECOMMENDATION:

It is recommended that City Council request, by simple motion, that **no hearing be held** on the liquor permit application in the name of Walgreen Co. dba Walgreens 07046, 4610 Pleasant Avenue, Fairfield, OH 45014 (Permit Classes: C1 and C2).

LEGISLATIVE ACTION REQUIRED: Simple Motion of Council

Prepared by: *Hester Wilson*
Approved for Content by: *Hester Wilson*
Financial Review (where applicable) by: *[Signature]*
Legal Review (where applicable) by: *[Signature]*
Accepted by Council Agenda: *Hester Wilson*

DEPARTMENTAL CORRESPONDENCE

11.4X11.4

City
of
Fairfield



TO Michael J. Dickey, Police Chief
Tim Bachman, Development Services Director

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT Request for Background Check – Liquor Permit

DATE 7-01-13

Attached is a liquor permit application in the name of Walgreen Co., dba Walgreens 07046, 4610 Pleasant Avenue, Fairfield, OH 45014 (Permit Classes: C1 and C2)

Please complete the necessary background check and submit your findings to me **no later than 12:00 PM on Wednesday, July 3, 2013.**

This item will be added to Council's Regular Meeting agenda of Monday, July 8, 2013.

Thank you for your assistance.

c: Arthur E. Pizzano, City Manager
Peggy Flaig, Development Services
File

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

93579417046 PERMIT NUMBER		NEW TYPE	WALGREEN CO DBA WALGREENS 07046 4610 PLEASANT AV FAIRFIELD OH 45014	
ISSUE DATE				
06 17 2013 FILING DATE				
C1 C2 PERMIT CLASSES				
09 TAX DISTRICT	011 A	A14988 RECEIPT NO.		

FROM 06/21/2013

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT		RECEIPT NO.		



MAILED 06/21/2013

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/22/2013

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 9357941-7046

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014**

SECTION 3

CORPORATION/STOCK DATA VERIFICATION

CORPORATE NAME **WALGREEN CO** TOTAL SHARES HELD **0.00** PERMIT # **9357941-01317**
 RENEWAL YEAR **FEBRUARY 2013-2014**

STOCKHOLDERS HOLDING 5% OR MORE OF OUTSTANDING SHARES	LAST FOUR DIGITS OF SOCIAL SECURITY #	SHARES	TITLE	BIRTHDATE
LARGE CORPORATION				
GREGORY WASSON	*****2851	0.00	CEO	10/19/58
DANA GREEN	*****6841	0.00	SECRETARY	12/14/49
JOHN A MANN	*****5584	0.00	ASST SECR.	08/16/57
MARK WAGNER	*****7488	0.00	VICE PRES.	10/22/61
JOHN SPINA	*****9075	0.00	TREASURER	02/02/59

IF INFORMATION LISTED ABOVE IS NOT ACCURATE, PLEASE INDICATE CHANGES BELOW.

NAME	SOCIAL SECURITY #	SHARES	TITLE	BIRTHDATE
Michael Felish		0%	Assistant Secretary	10/24/1957
Jason M Dubinsky		0%	Treasurer	7/25/1973
Mark Wagner			President	
John Spina			Vice President	

COMPLETE THE CURRENT LIST OF YOUR TOP (4) OFFICERS.
 IF NO ONE HOLDS THAT OFFICE, INDICATE 'NONE'. PLEASE PRINT OR TYPE.

CEO/PRESIDENT _____ SOCIAL SECURITY# _____
 VICE-PRESIDENT _____ SOCIAL SECURITY# _____
 TREASURER _____ SOCIAL SECURITY# _____
 SECRETARY _____ SOCIAL SECURITY# _____

NAME OF ESTABLISHMENT Walgreen Co.
 ADDRESS DBA Walgreens 07046
4610 Pleasant Ave..
Fairfield, OH 45014

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

REMARKS:

Michael J. Dickey

Michael J. Dickey
 Chief of Police

HEARING REQUESTED: Yes No

Date: July 1, 2013

**DEPARTMENTAL
CORRESPONDENCE**

City
of
Fairfield



Alisha Wilson, Clerk of Council

TO _____
FROM Timothy Bachman, Development Services Director

Liquor Permit Application

SUBJECT _____

07/01/13

DATE _____

The business at 4610 Pleasant Avenue, in the name of Walgreen Co., and doing business as Walgreens 07046 is in a C-2 Planned Unit Development and is a permitted use.

Timothy Bachman
Development Services Director

plf

ITEM NO. 11 (B) (1)

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATIONS

ITEM:

DATE: 07/08/13

A simple motion to accept the revised Emerald Ash Borer Management Plan as prepared by City staff and the Environmental Commission.

FINANCIAL IMPACT:

None.

SYNOPSIS:

It is necessary for City Council to accept the updated Emerald Ash Borer Management Plan.

BACKGROUND:

In October 2007 the Fairfield City Council accepted the Emerald Ash Borer Management Plan, as prepared by the Community Forest Commission and the Parks and Recreation staff, in preparation for the impending Emerald Ash Borer infestation. The purpose of the EAB management plan was to mitigate the disruption of the City's urban forest resources caused by the EAB. Resources within the Ohio Department of Natural Resources' Division of Forestry and the Ohio Department of Agriculture were consulted in the preparation of the EAB management plan. Subsequently, Butler County and the majority of the state of Ohio have been quarantined by the Department of Agriculture with the discovery of the EAB in the county. The EAB infestation has been identified in the City of Fairfield and the City has taken advantage of ODNR Ash Tree Removal/Canopy Replacement Grant to remove/replace infected trees.

The EAB Management Plan was been reviewed by staff, approved by the Environmental Commission and accepted by the Fairfield Parks and Recreation Board in late 2012/early 2013. The Parks and Recreation Board directed staff to forward the EAB management plan to City Council for their acceptance.

The changes between the original 2007 plan and the revised 2013 plan involve changes in treatment methodology, updated contact information and staff training.

RECOMMENDATION:

It is recommended that City Council pass a simple motion accepting the updated Emerald Ash Borer Management Plan.

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: [Signature]
Approved for Content by: [Signature]
Financial Review (where applicable): [Signature]
Legal Review (where applicable): [Signature]
Accepted for Council Agenda: [Signature]

11/10/12

**Emerald Ash Borer Management Plan
The City of Fairfield, Ohio
Revisions Accepted by the Environmental Commission, June 2012**

***Changes from the previous EAB Management Plan are in bold, with deletions in brackets.**

Purpose: By implementing the provisions in this management plan, the City of Fairfield is attempting to mitigate the disruption to its urban forest resources caused by the pending infestation of the Emerald Ash Borer (EAB). Taking a proactive approach to this invasion will enable the City to address public and private needs in an efficient and effective manner. The City will endeavor to distribute the costs associated with certain and massive tree death over a manageable time period, as well as lessen the social and economic impact that such an extensive loss will have on the quality of life for our community.

Applicability: This Plan applies throughout the City on all municipal properties, parks and rights-of-way, where ash trees are currently growing, as well as on private properties where such trees may negatively impact the public rights-of-way.

Administration: The Fairfield Parks & Recreation Department, along with the assistance of the Public Works Department, will serve as the lead agency responsible for plan implementation and follow-up on the provisions of this plan.

The EAB Management Plan is subject to periodic revision as new information about the borer becomes available. The plan is also subject to revision should state or federal policies change.

TREE CARE STRATEGY: HIGH VALUE ASH TREES WITHIN PUBLIC AREAS (CITY BUILDING, VILLAGE GREEN CAMPUS, VETERANS' PARK, ETC), AS IDENTIFIED BY THE PARKS AND RECREATION DEPARTMENT AND IN CONCURRENCE WITH A CERTIFIED ARBORIST, MAY BE SELECTED FOR CHEMICAL TREATMENT METHODS, AS BUDGET PERMITS.

AN ANNUAL IN-HOUSE TREE CARE TRAINING WORKSHOP IS SCHEDULED BY THE PARKS MAINTENANCE COORDINATOR OR HIS/HER DESIGNEE FOR ALL MAINTENANCE STAFF IN THE PARKS AND RECREATION DEPARTMENT AND ANY OTHER CITY DEPARTMENT. AN EAB UPDATE WILL BE PART OF THIS ANNUAL TREE CARE TRAINING.

Ash Removal Plan: The City will use its inventory of ash trees growing on its rights-of-way, in parks, and on other municipal properties to estimate a budget and timeframe for systematically removing ash trees once the infestation has been detected within the city limits. Tree removal will be prioritized; with hazardous trees being removed first, followed by those that are no longer assets to the community (dead, dying, diseased or a DBH of 6" or under). Utility contractors will be encouraged to remove all ash within their easements as part of their normal line clearance activities. An ash tree inventory spreadsheet or database will be created, updated, and used to prioritize and record the removal, treatment, or status of each tree.

Monitoring: Strategically located non-asset ash trees will be annually selected **BY THE PARKS MAINTENANCE COORDINATOR OR HIS/HER DESIGNEE** and prepared as detection trees under the guidelines of the Ohio Department of Agriculture. In accordance to the Ohio Department of Agriculture procedures, these trees will be girdled before April 1st and

**Emerald Ash Borer Management Plan
The City of Fairfield, Ohio**

Revisions Accepted by the Environmental Commission, June 2012

maintained by the City and available to citizens.] The City will provide information on site selection, planting, and maintenance information **[to each participant in this program] TO RESIDENTS AS REQUESTED.** The decisions to treat, remove, or retain private trees rests with the property owner, unless said tree is a hazard to the public right-of-way, in accordance with the Fairfield Codified Ordinance 901.04, Standards for Planting and Maintenance in and Adjacent to Public Ways.

To assist the resident, the City will continue to offer its monthly brush/limb drop-off chipping program, its drop-box pick up program, and its curbside pick up/chipping program for the disposal of infested trees.

[Approved Contractors: To assist the public, the City will maintain a list of contractors certified by the Ohio Department of Agriculture through an official compliance agreement. This list will be available on the City's website and the ODA website. These contractors have agreed, through the compliance agreement, for the responsible pruning, removal, installation, and/or wood disposal services of EAB infested ash trees.]

Ask an Arborist: **[This information will be posted on the City's EAB website, and hardcopies will be available at all public facilities and forums.]** The City does not recommend specific arborists or tree care companies. The City strongly recommends using trained professionals who have achieved, and maintain, certification with the International Society of Arboriculture. **THESE PROFESSIONALS SHOULD ALSO PROVIDE PROOF OF INSURANCE AND WORKERS' COMP BEFORE BEGINNING ANY WORK.** A search engine for finding arborists with these credentials is available on the website listed in Appendix 1. For best results, search by state and city or state, city, and zip code.

**Emerald Ash Borer Management Plan
The City of Fairfield, Ohio
Revisions Accepted by the Environmental Commission, June 2012**

[Steve Bartels] CINDY MEYER, Extension Educator (AGRICULTURE & NATURAL RESOURCES)

513-785-6654

[bartels.2@osu.edu] MEYER.842@OSU.EDU

United States Department of Agriculture

http://www.aphis.usda.gov/plant_health/plant_pest_info/

USDA Forest Service

<http://na.fs.fed.us/fhp/eab/>

**Emerald Ash Borer Management Plan
The City of Fairfield, Ohio
Revisions Accepted by the Environmental Commission, June 2012**

Appendix 3

Anticipated Budget for Discussion Purposes (2007 based):

[600] 630 +/- Ash trees in public right-of-ways

50 +/- Ash trees on specific municipal properties (city building, village green and veterans memorial park)

Removal Costs (contracted) - **[\$600] 500 +/-** per tree (**[\$390,000] 340,000**)

Replacement Costs - **[\$300] 200 +/-** per tree (**[\$195,000] 136,000**)

Totals: **[\$585,000.00] 476,000**, phased over 10 year period, **[\$58,500] 47,600/annual**

Treatment Costs (**EVERY OTHER YEAR**) – **25 TREES AT \$60.00** per tree, **[per year] \$1,500/TREATMENT**

*Ash trees within the parks system and golf courses are not included in above numbers.

ORDINANCE NO. _____

ORDINANCE TO DECLARE FIVE (5) CITY VEHICLES, ONE (1) JOHN DEERE MOWER, ONE (1) CLIPPER CONCRETE SAW AND ONE (1) MAULDIN ROLLER AS SURPLUS AND AUTHORIZE THE CITY MANAGER TO SELL THE VEHICLES AND EQUIPMENT ON GOVDEALS.COM.

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

Section 1. Five (5) city vehicles, one (1) John Deere Mower, one (1) Clipper Concrete Saw and one (1) Mauldin roller as shown on the list on file in the office of the Clerk of Council are hereby declared surplus and not needed for municipal purposes and the City Manager is hereby authorized to execute the agreement on file in his office with Govdeals.com for sale of such vehicles and equipment.

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. 13 D D C

ITEM:

DATE: 7/8/13

One (1) year contract with Reagent Technologies for Lime Residuals Hauling and Disposal Services (formerly lime sludge disposal) for the Public Utilities Department, Water Division.

FINANCIAL IMPACT:

Lime sludge disposal is included as a line item in the Annual Operating Budget.

SYNOPSIS:

Calcium Oxide (pebble lime) is used to soften drinking water. During the lime softening process, a calcium carbonate (lime sludge) is generated as a by-product. The sludge is dewatered in the Water Treatment Plant's lime sludge lagoons and the end product must be disposed of. The lime sludge is dewatered in three (3) lagoons and the goal is to clean one lagoon per year during normal operations.

BACKGROUND:

The project was submitted for competitive bid, with bids being opened on July 1, 2013. Two (2) bids were received and are summarized on the attached spreadsheet. Staff is recommending that a one (1) year contract, with the option of annual renewal, be awarded to Reagent Technologies, the lowest and best bidder.

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to enter into a one (1) year contract, with the option of annual renewal, with Reagent Technologies for Lime Residuals Hauling and Disposal Services.

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]

**City of Fairfield, Ohio
Bid Opening - Results**

Project(s): Lime Residuals Hauling and Disposal

Project Estimate: N/A

Date: July 1, 2013 (City of Fairfield, Council Chambers)

Contractor (Address & Phone)	Year 1	Year 2	Year 3	Addendum #1 Received	Bid Security	Non- Collusion Affidavit	PP Taxes Affidavit
Reagent Technologies 4228 Airport Road Cincinnati, OH 45226 513-871-6828	\$ 33.32/ton \$133,280.00 Lump sum	\$ 34.32/ton \$137,280.00 Lump sum	\$ 35.32/ton \$141,280.00 Lump sum	Yes	Yes - Bond	Yes	Yes
Sparks Contractors, Inc. 13160 Service Road Walton, KY 41094 859-393-3240	\$104.29/ton \$417,171.75 Lump sum	No Bid	No Bid	Yes	Yes - Check	Yes	Yes

** These bids will be reviewed by the Public Utilities 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 bid.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH TWO (2) OPTIONAL ANNUAL RENEWALS WITH REAGENT TECHNOLOGIES FOR LIME RESIDUALS HAULING AND DISPOSAL SERVICES FOR THE PUBLIC UTILITIES DEPARTMENT, WATER DIVISION.

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 two (2) optional annual renewals with Reagent Technologies for lime residuals hauling and disposal services for the Public Utilities Department, Water Division, 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. 11(2)

ITEM:

DATE: 7/8/13

Appropriation of \$82,000 from the Sewer Surplus Fund for rebuilding of the Parkson Aqua Guard Self-Cleaning Bar/Filter Screen.

FINANCIAL IMPACT:

As part of the 2013 – 2017 CIP, the Public Utilities Department earmarked funding in Project Number WWD-13-010 for a major overhaul of the Wastewater Treatment Plant.

SYNOPSIS:

The Parkson Bar/Filter fine screen removes inert matter such as cans, rags, sticks, etc. from the Wastewater before entering the treatment process.

BACKGROUND:

The Parkson Aqua Guard Self-Cleaning Bar/Filter Screen was installed in 1987. The equipment has exceeded its twenty-five year life expectancy and is in need of complete renovation. In the Wastewater Treatment process, inert matter is removed in the screening process, is deposited in a dumpster and taken to a sanitary landfill. Fairfield's Wastewater Treatment Plant uses a Parkson Aqua Guard six millimeter fine screen for removal of this material. Rebuild/retrofitting of the screen will be performed in-house, under the supervision of a certified Parkson representative. The Public Utilities Department has obtained a quote from the sole source provider, Parkson Corporation and the quote is attached.

RECOMMENDATION:

It is recommended that City Council appropriate funding in the amount of \$82,000 from the Sewer Surplus Fund for rebuilding the Parkson Aqua Guard Self-Cleaning Bar/Filter Screen.

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): May Horn
Legal Review (where applicable): John A. Clemens
Accepted for Council Agenda: [Signature]



1401 W. Cypress Creek Road
Fort Lauderdale, FL 33309

Phone 954-974-6610
Fax 954-974-6182

Page 1

Sole Source Letter

To:	Jason Hunold, Brad Abner	Date:	March 15, 2012
Company:	City of Fairfield WWTP	From:	Richard Musante
Tel:	(513) 858-7760	Tel:	814-659-1214
Fax:	(513) 858-7762	Fax:	954-252-3775
Email:	jhunold@fairfield-city.org	Email:	rmusante@parkson.com
# Pages:	1	Cc:	Louise Dunevant, Alejandro Mejia
Subject:	Product: Aqua Guard® Bar Screen		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for replacement parts.

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

Sincerely,

Richard Musante
Parkson Corporation

Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Dubai

www.parkson.com
technology@parkson.com

Rev3 AF-008

Quotation

NUMBER:	201218 Rev 4	DATE:	June 11, 2013
TO:	City of Fairfield WWTP 4799 Groh Lane Fairfield, OH 45014 Attn: Jason Hunold, Brad Abner Tel: (513) 858-7760 Fax: (513) 858-7762 E-Mail: jhunold@fairfield-city.org	REF.:	Project Name: Fairfield WWTP, OH Project Location: Fairfield, OH Original Serial #: AG-1072 Rebuild #: B02010495

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

# Existing Units:	1
Unit #:	AG-1072
Model:	AG-MN-A

1.A Existing Equipment:

Description

Screen Width:	4 ft. 4 1/2 in.
Solids Discharge Height:	10 ft.
<i>[as measured from the bottom of the channel to the discharge point]</i>	
Screen Angle:	75 °
Screen Opening:	6 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	304 SS
Conveyor Chain:	304/410
Filter Element Shafts:	304 SS
Side Plate:	304 SS

1.B The following parts are recommended for replacement on 1 Unit

RECONDITIONING WILL CONSIST OF THE FOLLOWING (per unit):

Item Description	Item Number	Quantity
<i>Screen Assembly (Complete)</i>	*	1
Guide Rail, Front, AS, 304ss	Custom	1
Guide Rail, Front, OH, 304ss	Custom	1
Guide Rail, Upper, AS, 304ss	1007719	1
Guide Rail, Upper, OH, 304ss	1007720	1
Guide Rail, Lower, 304ss	1007717	2
Guide Rail, Upper Center, 304ss	Custom	1
Rotating Rail, Front, 304ss	Custom	1
<i>Front Seal Brush & Clips Set</i>	**	2
Brush, Rotating, Nylon	3815-040-008/D	1
Sprocket, Brush	0000269	1
Bearing, Flanged, Brush	0000264	2
Bearing, PillowBlock, Rotat. Rail	0000265	2
Bearing, Flanged, Drive Shaft	0000266	1
Chain, Brush, w/ Masterlink	0004729	1
Bushing, Brush	0000268	1
Bearing, Flanged, Brush	0000264	2
Bearing, PillowBlock, Rotat. Rail	0000265	2
Bearing, Flanged, Drive Shaft	0000266	1
Bushing	0000267	1
Chain Tightener	0006411	1
Discharge Pan Seal	Custom	2
Center Seal	Custom	1
Side Seal	Custom	2
Filler Plate	Custom	2
Drive Shaft, 304ss	Custom	1
Hardware	Custom	1
Nameplates & Labels	3027-087/D	1
	3824-002/D	1
	3824-065/D	2
<i>Screen Assembly Components</i>	*	
Side Plate, 304ss	1000546	352
Washer, 1/8"	1000740	264
Conveyor Chain, Side	1001879	176
Filter Shaft, 304ss	Custom	88
Snap Ring, 3/4"	0000034	176
Conveyor Chain, Center	1003006	88
Element, 6mm	1000856	5670
<i>Front Seal Brush & Clips Set</i>	**	
Brush, 2 x 22"	0006911	1
Brush, 3 x 22"	0006912	1
Brush Clips	0000001	8

ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified Rebuild by Owner with OEM Parts and Parkson On-site Supervision \$81,850 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel; placing unit on a level surface; thoroughly cleaning and disinfecting the unit; and reinstalling unit in the channel. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Point of Manufacture, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is excluded.
5. Work supervised by Parkson certified personnel.
6. Taxes excluded.

Field Service Supervision / Start-Up Assistance - Included

Parkson will furnish one factory representative for approximately 5 days (including travel) during 1 trip to provide rebuilding supervision, and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Rebuild must be completed within 5 days of when our technician arrives on site. Additional field service days can be purchased for \$1,000 per day plus travel and living expenses.

SCHEDULE, VALIDITY, PAYMENT TERMS

Schedule:

- Submittal Phase not required on this project.
- Parts availability: 10 - 12 weeks following receipt of acceptable written Purchase Order. The Parkson Project Manager will coordinate shipment of the unit to and from the factory with the customer for factory rebuilds.
- Field/on-site rebuild will be within 4 weeks after parts are delivered to customer.
- Rebuild must be completed within 90 days after parts arrive on-site.

Dates are subject to confirmation upon receipt of written Purchase Order.

Validity:

- Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

Payment Terms:

- 90% net 30 days upon shipment of parts or unit (if factory option) to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory or field service is 100% net 30 days.

ITEM 3 WARRANTY, DRAWINGS & MANUALS

3.A Mechanical Warranty:

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by on-site supervised, certified rebuild {Option 2A}.

3.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|--------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | Not required |

TERMS AND CONDITIONS:

Parkson's Standard Conditions of Sale, as stated on the attached, shall apply.

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

- Upon disassembly in our shop or on-site if any unforeseen parts or structural repairs are required, Parkson Corporation will notify the customer prior to commencement of any repairs beyond original quoted scope. The costs for these items will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel (disassembled from adjoining equipment / electrical / controls).
- High pressure wash the unit / removal of all solids. Additional charges and delays will occur if our crew / factory has to send equipment out for cleaning and solids disposal.
- Shower water connections and water supply.
- Controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches; wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
- Loading, unloading, crating, uncrating and installation of replacement parts. Installation will, at minimum, require a forklift and possibly a crane / hoist.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.
- Interconnecting piping.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.
- Dumpster for all old parts [on-site rebuild].
- Redirect channel flow.
- Provide clean, dry channel.

Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Naim Mohammed

Accepted By: (Herein called the Buyer)

PARKSON CORPORATION

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Richard L Musante

Name: Richard Musante
Title: Mid-West Regional Sales Manager
Phone: 814-659-1214
E-Mail: rmusante@parkson.com
Fax: 954-252-3775
Date: June 11, 2013

Title:
Date:

Enclosures: Standard Conditions of Sale and Quotation Addendum

Local Rep: Tim Shaw
Henry P Thompson Co.
101 Main Street, Suite 300
Milford, OH 45150
P: (513) 248-3200
E: TShaw@hpthompson.com

cc: Louise Dunevant, Alejandro Mejia
AG Aqua Guard Rebuild 01/18/13 Supersedes 01/9/13



Quotation Addendum

As a result of dramatic cost increases in the cost of both stainless and carbon steel, please be advised that the following provisions shall be strictly enforced pursuant to the Equipment advertised in this Quotation:

1. The Quotation's Purchase Price shall be firm for thirty (30) calendar days unless stated otherwise in the Quotation. Any Purchase Order issued beyond this timeframe may result in a Purchase Price review by Parkson Corporation whereby the Purchase Price may be increased to cover the increases in material costs. This Purchase Price review shall be at Parkson Corporation's sole discretion.
2. For those customers that have requested a firm Purchase Price commitment in excess of thirty (30) calendar days, Parkson has utilized an escalation clause tied to an appropriate commodity index to determine the Purchase Price.
3. All Purchase Orders that have a delivery schedule stretching beyond six (6) months from the time a Purchase Order is placed will be subject to price escalation tied to a proportionate increase in total material costs as a result of either stainless or carbon steel surcharges in effect at the time Parkson Corporation places its orders for any fabricated steel components for the Equipment. Parkson Corporation will notify you of any changes in prices once all orders for said components have been completed.

JCG
Effective 4/27/04



Standard Conditions of Sale

I. GENERAL: All references to Parkson (or any derivative thereof) shall mean Parkson Corporation and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

II. PRICES, TERMS OF PAYMENT & TAXES: (a) **PRICES:** Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and on the basis of Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT:** Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. (c) **TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

III. SHIPMENT/STORAGE: (a) **SHIPMENT:** The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. (b) **STORAGE:** Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

IV. TITLE & RISK OF LOSS: Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured.



Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. ERECTION: Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

VI. CANCELLATION & BREACH: Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

- a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
- b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
- c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
- d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

VII. DRAWINGS & SPECIFICATIONS: In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved As Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

VIII. CORRECTIVE WORK & "BACK CHARGES": In no event shall any work be done, or services or material be purchased or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

IX. SELECTION OF MATERIALS: Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

X. CONFIDENTIAL INFORMATION & IMPROVEMENTS: The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

XI. FIELD SERVICE: Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no start-up / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests start-up service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the



request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XII. LIMITATION OF LIABILITY: Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

XIII. APPLICABLE LAWS & GOVERNING LAW: To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

XIV. DISPUTE RESOLUTION: Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under **BINDING ARBITRATION** in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

XV. PATENTS: Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

XVI. MECHANICAL WARRANTY: For a period of one (1) year following the Equipment shipment date ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. **Returns will not be accepted unless Parkson has authorized said return in writing.** If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

- (A) Equipment is used for purposes other than those for which it was designed;
- (B) Equipment is not used in accordance with generally approved practices;
- (C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;



- (D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
- (E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
- (F) Operation of Equipment by persons not properly trained for that purpose;
- (G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
- (H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

BE ADVISED: Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

XVII. INDEMNIFICATION: Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

XVIII. MISCELLANEOUS: Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PARKSON CORPORATION FOR THE REBUILDING OF THE PARKSON AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN 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 Parkson Corporation for the rebuilding of the Parkson Aqua Guard Self-Cleaning Bar/Filter Screen in accordance with the proposal on file in the office of the City Manager. This contract is authorized as an emergency without formal advertising and bidding because of the need to renovate the existing screen as soon as possible and because the equipment is proprietary to Parkson Corporation, the sole source for such renovation.

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 existing screen is not functioning efficiently and should be renovated as soon as possible; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2013\Parkson Corporation - Ord

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM NO. 11 E U

July 8, 2013

ITEM

It is necessary for City Council to pass a resolution approving the tax budget for the fiscal year beginning January 1, 2014 and submit the said tax budget to the Butler County Auditor.

FINANCIAL IMPACT

Failure to pass a tax budget before July 15th and submit a tax budget to the County Auditor before July 20 of each year may jeopardize the City's share of Local Government and Local Government Assistance Funds.

SYNOPSIS

The tax budget requires the City to estimate revenues and expenditures for funds, which derive revenues from real and personal property taxes. The City of Fairfield has two funds, which derive money from property taxes: the General Fund and Fire/Paramedic Levy Fund. Detail schedules for these funds have been included in the tax budget.

• **General Fund**

The General Fund collects 1.29 mills (1 mill-original inside, .29 Mill-1995 Township) on real and personal property. It is estimated that approximately \$1.2 million will be collected in property taxes in 2014 for the General Fund.

Income tax collections in the General fund will be approximately \$19,357,734 of a total income tax collection of \$24,197,168 estimated for 2014; this is approximately a 1.5% decrease from the amount estimated to be collected in 2013. Undivided Local Government Fund revenues for 2013 are calculated under the alternative formula. Based on the State of Ohio's budget, it is estimated that the City will collect approximately \$625,000; this is approximately a 50% decrease from the amount estimated to be collected in 2011.

Total revenues of the General Fund for 2013 are estimated at \$25,478,884 as compared to \$25,065,800 estimated for 2013; the nominal increase is largely due to the stabilization of the City's employers.

Total expenditures of the General Fund before transfers and refunds are estimated to be \$24,431,423 in 2014 as compared to \$24,684,370 in 2013. Transfers/Subsidies from the General Fund programmed for 2013 and estimated for 2014 are as follows:

	<u>2012</u>	<u>2013</u>
Subsidies/Grants	\$ 264,518	\$ 300,000
Street/Garage Fund	1,140,000	1,250,000
Refunds	<u>969,800</u>	<u>550,000</u>
Total	\$ 2,374,318	\$ 1,800,000

• **Fire/Paramedic Levy Fund**

The Fire/Paramedic Levy is a 4.65 mill permanent levy with no expiration date. Revenues in the Fire/Paramedic Levy Fund are estimated to be \$5,315,150 as compared to \$5,293,600 in 2013. Revenues include a subsidy from the General fund of \$150,000 in 2013 and \$200,000 in 2014. The operating expenses (personnel costs, other expenses and capital outlay) of the Fire/Paramedic Levy fund are estimated to be \$5,299,399 as compared to \$5,211,981 in 2013, which is an increase of 1.7%.

- **Other Operating Funds**

The other operating funds addressed in the 2014 Tax Budget are estimated to be continuations of current budget spending levels with adjustments made for changes in other costs.

- **Capital Project Spending**

Capital projects to be funded are outlined in the statement of permanent improvements on pages 10 through 10b in the 2014 Tax Budget. These projects were taken from the 2013-2017 Capital Improvement Program and are projects, which are reviewed and approved by Council on an individual basis. The presentation of these projects in this tax budget is intended to indicate a level of spending for capital outlay.

- **Debt Service**

A schedule of Outstanding Debt is presented on page 12 in the 2014 Tax Budget. It is estimated that the City will have approximately \$28.3 million outstanding in debt as of December 31, 2014, which includes short term debt of \$2.35 million in various purpose long-term general obligation debt.

BACKGROUND

In accordance with ORC section 5705.28, each taxing authority must pass a resolution adopting a tax budget prior to July 15 and submitted such tax budget to the County Auditor.

STAFF RECOMMENDATION

It is recommended that the City Council hold a **Budget Hearing on July 8, 2013** to discuss the 2014 Tax Budget. It is recommended that City Council authorize and direct the preparation of a resolution, and **pass the resolution approving the 2014 tax budget on July 8, 2013.**

LEGISLATIVE ACTIONS: Suspension of Rules & Adoption Requested? Yes
Emergency Provision Needed? Yes

Prepared by: May Hagan
Approved for Content by: May Hagan
Financial Review (where applicable) by: May Hagan
Legal Review (where applicable) by: John A. Clemens
Accepted by Council Agenda: Elizabeth

City of Fairfield, Ohio
Butler County, Ohio
2014 Tax Budget



City of Fairfield, Ohio
Butler County, Ohio
July 8, 2013

This Budget must be adopted by the Council of Fairfield, Ohio on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the County Auditor of said County:

The following Budget year beginning January 1, 2014, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed 
Mary Hopton Finance Director

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
AND COUNTY AUDITOR'S ESTIMATED RATES

FUND	For Municipal Use		For Budget Commission Use		For County Auditor Use	
	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved Budget Commission 10 Mill Limitation	Budget Year Amount Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied		
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year	
GOVERNMENT FUNDS						
GENERAL FUND	1,200,000			1.29		
FIRE/EMS LEVY FUND	3,900,000				4.65	
PROPRIETARY FUNDS						
FIDUCIARY FUNDS						
TOTAL ALL FUNDS	5,100,000					

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2011 Actual	2012 Actual	Current Year Estimated for 2013	Budget Year Estimated for 2014
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	1,285,350	1,110,501	1,160,000	1,200,000
Tangible Personal Property Taxes	32,555	12,887	100	-
Municipal Income Taxes	17,586,611	18,016,558	19,024,800	19,357,734
Other Local Taxes	177,491	173,466	175,000	177,000
Total Local Taxes	19,082,007	19,313,412	20,359,900	20,734,734
Intergovernmental Revenues				
State Shared Taxes and Permits				
Local Government	1,229,084	798,363	610,000	625,000
Estate Tax	503,727	532,699	-	-
Cigarette Tax	1,811	1,465	1,800	1,500
Liquor Tax	57,810	58,026	60,000	57,000
Local Government Assistance Fund	-	-	-	-
Other State Shared Taxes and Permits	242,848	287,721	318,500	250,000
Total State Shared Taxes and Permits	2,035,280	1,678,274	990,300	933,500
Federal Grants or Aid	-	-	-	-
State Grants or Aid	342,226	503,371	130,000	130,650
Other Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	342,226	503,371	130,000	130,650
Interest Income	82,034	94,391	75,000	75,000
Special Assessments	18,085	14,821	15,000	15,000
Building and Construction Permits	175,124	225,418	156,900	155,000
Charges for Services	916,246	1,071,078	911,700	910,000
Fines, Licenses and Permits	1,162,818	1,035,769	1,107,500	1,100,000
Miscellaneous Revenues	235,155	267,403	384,500	225,000
Other Financing Sources:				
Proceeds from Sale of Debt				
Transfers				
Advances				
Other Sources	829,283	886,259	935,000	1,200,000
TOTAL REVENUES	24,878,258	25,090,196	25,065,800	25,478,884

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2011 Actual	2012 Actual	Current Year Estimated for 2013	Budget Year Estimated for 2014
EXPENDITURES				
Security of Persons and Property				
Personal Services and Benefits	8,625,430	8,574,748	8,608,754	8,780,929
Travel Transportation	14,630	7,979	25,000	25,000
Contractual Services	952,598	934,839	1,177,323	1,177,323
Supplies and Materials	279,181	288,479	363,638	363,638
Capital Outlay	-	-	-	-
Total Security of Persons and Property	9,871,839	9,806,045	10,174,715	10,346,890
Public Health Services				
Personal Services and Benefits				-
Travel Transportation				-
Contractual Services	21,998	21,784	22,000	22,000
Supplies and Materials				-
Capital Outlay				-
Total Public Health Services	21,998	21,784	22,000	22,000
Leisure Time Activities				
Personal Services and Benefits	1,714,051	1,557,929	1,608,369	1,640,536
Travel Transportation	20,339	16,794	21,800	21,800
Contractual Services	517,739	461,018	577,387	577,387
Supplies and Materials	287,229	260,335	332,712	332,712
Capital Outlay	-	-	-	-
Total Leisure Time Activities	2,539,359	2,296,077	2,540,267	2,572,435
Community Environment				
Personal Services and Benefits	1,214,597	1,234,392	1,240,819	1,265,635
Travel Transportation	21,178	7,851	22,750	22,750
Contractual Services	68,692	53,727	81,200	81,200
Supplies and Materials	16,703	17,606	24,000	24,000
Capital Outlay	-	-	-	-
Total Community Environment	1,321,171	1,313,576	1,368,769	1,393,585
Basic Utility Services				
Personal Services and Benefits				-
Travel Transportation				-
Contractual Services	573,762	504,295	636,500	636,500
Supplies and Materials				-
Capital Outlay				-
Total Basis Utility Services	573,762	504,295	636,500	636,500

FUND NAME: GENERAL FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

DESCRIPTION	2011 Actual	2012 Actual	Current Year Estimated for 2013	Budget Year Estimated for 2014
Public Works				
Personal Services and Benefits	728,813	695,640	730,416	745,024
Travel Transportation	1,429	7,019	15,425	15,425
Contractual Services	177,381	170,499	250,252	250,252
Supplies and Materials	28,621	31,475	45,650	45,650
Capital Outlay	4,578	6,000	6,000	6,000
Total Public Works	940,822	910,634	1,047,743	1,062,351
General Government				
Personal Services and Benefits	3,877,211	3,692,005	3,880,162	3,957,765
Travel Transportation	73,808	48,894	84,701	84,701
Contractual Services	2,016,092	2,094,426	2,437,367	2,437,367
Supplies and Materials	69,262	56,659	59,038	59,038
Capital Outlay	205,802	37,293	58,790	58,790
Total General Government	6,242,175	5,929,276	6,520,058	6,597,661
Total General Fund Before Other Uses	21,511,125	20,781,687	22,310,052	22,631,423
Debt Service				
Redemption of Principal/Interest	-	-	-	-
Total Debt Service	-	-	-	-
Other Uses of Funds				
Transfers - Other Agencies	530,185	284,132	264,518	300,000
to SCM & R /Garage Fund	975,000	900,000	900,000	900,000
to Flood Protection Fund	-	-	-	-
to Recreation Facilities Fund	45,000	-	-	-
to Municipal Garage Fund	166,000	190,000	90,000	150,000
to Solid Waste Fund	290,000	-	-	-
to Employee Benefit Trust Fund	-	-	-	-
to Fire Levy Fund	-	200,000	150,000	200,000
Refunds	542,577	563,991	969,800	550,000
Total Other Uses of Funds	2,548,762	2,138,123	2,374,318	1,800,000
TOTAL EXPENDITURES	24,059,887	22,919,810	24,684,370	24,431,423
Revenues over/(under) Expenditures	818,371	2,170,386	381,430	1,047,461
Beginning Unencumbered Balance	8,626,566	9,444,937	11,615,323	11,996,753
Ending Cash Balance	9,444,937	11,615,323	11,996,753	13,044,214
Estimated Encumbrances (outstanding at year end)	-	-	-	-
Estimated Ending Unencumbered Fund Balance	9,444,937	11,615,323	11,996,753	13,044,214

FUND NAME: FIRE LEVY/PARAMEDIC FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2011 Actual	2012 Actual	Current Year Estimated for 2013	Budget Year Estimated for 2014
REVENUES				
Local Taxes				
General Property Taxes-Real Estate	3,885,415	3,922,641	3,933,500	3,900,000
Tangible Personal Property Taxes	78,974	-	-	-
Total Local Taxes	3,964,389	3,922,641	3,933,500	3,900,000
Charges for Services	1,192,995	1,138,749	1,200,000	1,200,000
Grants	2,692	2,500	-	-
Miscellaneous Revenues	19,077	9,195	10,000	15,000
Interest Income	49	71	100	150
Transfers from		200,000	150,000	200,000
TOTAL REVENUES	5,179,201	5,273,156	5,293,600	5,315,150
EXPENDITURES				
Fire Protection/EMTA				
Personal Services and Benefits	4,724,557	4,574,408	4,370,902	4,458,320
Travel Transportation	12,599	13,301	12,500	12,500
Contractual Services	358,433	359,293	381,620	381,620
Supplies and Materials	128,298	138,182	162,690	162,690
Capital Outlay	-	1,628	7,000	7,000
Total Fire Protection/EMTA	5,223,888	5,086,812	4,934,712	5,022,130
Paramedic/EMTA Services				
Personal Services and Benefits	-	-	-	-
Travel Transportation	16,523	10,700	12,500	12,500
Contractual Services	128,818	123,557	229,641	229,641
Supplies and Materials	48,461	44,717	26,629	26,629
Capital Outlay	1,062	2,027	8,500	8,500
Total Paramedic Services	194,865	181,002	277,269	277,269
TOTAL EXPENDITURES	5,418,754	5,267,814	5,211,981	5,299,399
Revenues over/(under) Expenditures	(239,552)	5,342	81,619	15,751
Beginning Unencumbered Balance	405,864	166,312	171,654	253,273
Ending Cash Balance	166,312	171,654	253,273	269,024
Estimated Encumbrances (outstanding at year end)	-	-	-	-
Estimated Ending Unencumbered Fund Balance	166,312	171,654	253,273	269,024

FUND NAME:

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-SPECIAL REVENUE FUND

DESCRIPTION	2011 Actual	2012 Actual	Current Year Estimated for 2013	Budget Year Estimated for 2014
REVENUES				
Local Taxes				
General Property Taxes-Real Estate				
Tangible Personal Property Taxes				
Total Local Taxes			-	-
Charges for Services				
Interest Income				
Transfers from				
TOTAL REVENUES	-	-	-	-
EXPENDITURES				
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL EXPENDITURES	-	-	-	-
Revenues over/(under) Expenditures	-	-	-	-
Beginning Unencumbered Balance	-	-	-	-
Ending Cash Balance	-	-	-	-
Estimated Encumbrances (outstanding at year end)	-	-	-	-
Estimated Ending Unencumbered Fund Balance	-	-	-	-

FUND	Estimated Unencumbered Fund Balance Jan-13	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance Dec-13
				Personal Services	Other	Total	
GOVERNMENTAL-SPECIAL REVENUE:							
201 Street Constr. Maint & Repair	559,654	2,707,500	3,267,154	1,471,981	1,307,233	2,682,463	584,691
202 State Highway Imp	40,939	153,000	193,939	152,175	-	152,175	41,764
205 County Motor Vehicle	259,502	100,050	359,552	-	53,850	53,850	305,702
206 Tax Recreation	253,138	2,150	255,288	-	8,875	8,875	246,413
211 Law Enforcement Fund	116,944	1,000	117,944	-	20,000	20,000	97,944
212 Municipal Motor License Fund	83,895	330,000	413,895	329,713	-	329,713	84,182
213 Law Enforcement & Ed Fund	141,026	6,530	147,556	-	27,500	27,500	120,056
214 Driver Alcohol Treatment Fund	140,330	12,030	152,360	-	30,000	30,000	122,360
215 Local Law Enforcement Block Gr Fund	35,151	-	35,151	-	-	-	35,151
216 Probation Services Fund	2,586,824	476,000	3,062,824	293,214	334,689	334,689	2,728,135
217 Computer Maint Fund	830,320	80,100	910,420	-	65,000	65,000	845,420
218 Special Project Fund	587,275	55,050	642,325	62,367	16,000	114,692	527,633
219 Mediation Services Fund	426,906	48,030	474,936	-	5,000	5,000	469,936
220 Tax Increment Fund	15,916	85,200	101,116	-	85,000	85,000	16,116
221 Indigent Driver Interlock Fund	115,353	30,000	145,353	-	6,000	6,000	139,353
TOTAL SPECIAL REVENUE FUNDS	6,193,172	4,086,640	10,279,812	2,309,450	1,959,147	3,914,957	6,364,855
DEBT SERVICE FUNDS							
301 General Bond Retirement	45,251	3,120,000	3,165,251	-	3,130,191	3,130,191	35,060
501 Special Assessments	1,513,680	234,000	1,747,680	-	231,650	231,650	1,516,030
TOTAL DEBT SERVICE FUNDS	1,558,931	3,354,000	4,912,931	-	3,361,841	3,361,841	1,551,090
CAPITAL PROJECT FUNDS							
401 .2% Street Improvement	5,782,505	2,633,100	8,415,605	-	4,414,595	4,414,595	4,001,010
402 .2% Capital Improvement	2,938,680	2,416,100	5,354,780	-	3,439,048	3,439,048	1,915,732
407 Water Expansion	961,274	18,500	979,774	-	27,608	27,608	952,166
408 Sewer Expansion	1,199,093	25,200	1,224,293	-	28,600	28,600	1,195,693
409 Flood Protection Fund	(109,045)	-	(109,045)	-	1,477,882	1,477,882	(1,586,927)
410 State Issue II Fund	(702,221)	50,000	(652,221)	-	114,638	1,144,638	(1,796,859)
411 Downtown Development Fund	164,662	-	164,662	-	12,660	12,660	152,002
413 Park Development Fund	82,594	-	82,594	-	-	125,592	(42,998)
TOTAL CAPITAL PROJECT FUNDS	10,317,542	5,142,900	15,460,442	-	9,515,031	10,670,623	4,789,819

FUND	Estimated Unencumbered Fund Balance Jan-13	Budget Year Estimated Receipts	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Fund Balance Dec-13
				Personal Services	Other	Total	
PROPRIETARY: ENTERPRISE FUNDS							
601 Water Revenue	3,308,960	4,426,000	7,734,960	2,054,771	2,924,577	4,507,256	3,227,705
602 Water Bond & Interest	564,892	316,100	880,992	-	316,500	316,500	564,492
603 Water Bond Redemption	453,940	-	453,940	-	-	-	453,940
604 Water Replacement & Improvement	3,309	330,000	333,309	-	-	-	333,309
605 Water Surplus	108,499	1,000,100	1,108,599	-	458,326	458,326	650,273
606 Water Guarantee Trust	230,782	60,000	290,782	-	50,000	50,000	240,782
Total Water Enterprise	4,670,382	6,132,200	10,802,582	2,054,771	3,749,402	5,332,082	5,470,500
620 Sewer Revenue	882,490	6,453,000	7,335,490	2,352,455	3,965,746	5,990,691	1,344,799
621 Sewer Bond & Interest	174,558	1,208,000	1,382,558	-	1,212,400	1,212,400	170,158
622 Sewer Bond Redemption	2,957	-	2,957	-	-	-	2,957
623 Sewer Replacement & Improvement	1,004,254	227,500	1,231,754	-	635,440	635,440	596,314
624 Sewer Surplus	105,278	250,000	355,278	-	510,199	510,199	(154,920)
Total Sewer Enterprise	2,169,537	8,138,500	10,308,037	2,352,455	6,323,786	8,348,730	1,959,307
630 Solid Waste Management Fund	199,981	2,094,000	2,293,981	-	2,094,600	2,094,600	199,381
640 Recreation Facilities	181,721	1,633,100	1,814,821	867,944	746,847	1,614,791	200,030
641 Recreation Activity	589,073	401,400	990,473	242,823	249,000	491,823	498,650
Total Recreation Enterprise	770,794	2,034,500	2,805,294	1,110,767	995,847	2,106,614	698,679
TOTAL ENTERPRISE FUNDS	7,810,694	18,399,200	26,209,894	5,517,993	13,163,635	17,882,026	8,327,867
FIDUCIARY: TRUST AND AGENCY FUNDS							
702 Employees Benefits Trust	268,213	4,200,000	4,468,213	4,200,000	20,000	4,220,000	248,213
705 Municipal Garage Fund	165,223	848,000	1,013,223	530,587	359,065	889,652	123,571
706 Compensated Leave Fund	468,318	100	468,418	-	-	-	468,418
707 West Chester JEDD 1	184,658	1,450,100	1,634,758	-	1,450,100	1,450,100	184,658
TOTAL TRUST AND AGENCY FUNDS	1,086,412	6,498,200	5,949,854	4,730,587	379,065	6,559,752	840,202
TOTAL FOR MEMORANDUM ONLY	26,966,751	37,480,940	62,812,934	12,558,030	28,378,720	42,389,199	21,873,834

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
GIS Imagery	\$26,875.00	\$26,875.00	General Fund
City-wide Redevelopment Program	\$150,000.00	\$150,000.00	General Fund
Replacement Banners	\$10,000.00	\$10,000.00	General Fund
NW Conference Room Video Equipment	\$5,000.00	\$5,000.00	General Fund
Various Software Maintenance	\$215,000.00	\$50,000.00	General Fund
Sidewalk Installation	\$40,000.00	\$5,000.00	General Fund
GIS Imagery	\$26,875.00	\$26,875.00	General Fund
Traffic Light Timing Study	\$25,000.00	\$25,000.00	County Motor Vehicle Fund
Traffic Signal Miscellaneous Equipment	\$75,000.00	\$15,000.00	County Motor Vehicle Fund
Playground Equipment	\$160,000.00	\$40,000.00	Tax Recreation Fund
Memorial Grove Improvements	\$35,000.00	\$10,000.00	Tax Recreation Fund
Guardrail Improvements	\$130,000.00	\$40,000.00	Street Improvement Fund
Annual Street Paving Program	\$3,000,000.00	\$400,000.00	Street Improvement Fund
Annual Concrete Program	\$2,600,000.00	\$200,000.00	Street Improvement Fund
Pavement Marking Program	\$520,000.00	\$100,000.00	Street Improvement Fund
Traffic Signal Maintenance Program	\$570,000.00	\$110,000.00	Street Improvement Fund
Street Light Installation	\$25,000.00	\$5,000.00	Street Improvement Fund
Erosion Control Project	\$125,000.00	\$25,000.00	Street Improvement Fund
SR 4 @ S. Gilmore-Holden Improvements	\$2,677,251.00	\$396,251.00	Street Improvement Fund
Seward Road Widening	\$1,800,000.00	\$1,800,000.00	Street Improvement Fund
Winton, Seward, Ross Road Improvements	\$1,330,000.00	\$30,000.00	Street Improvement Fund
Municipal Building Exterior Improvements	\$225,000.00	\$125,000.00	Capital Improvement Fund
Municipal Building Annex Improvements	\$10,000.00	\$10,000.00	Capital Improvement Fund
Community Arts Center Improvements	\$125,000.00	\$25,000.00	Capital Improvement Fund
Golf Maintenance Shop Maintenance	\$20,000.00	\$20,000.00	Capital Improvement Fund
North Trace Clubhouse Repairs and Maintenance	\$30,000.00	\$30,000.00	Capital Improvement Fund
Lane Library Repairs	\$135,000.00	\$15,000.00	Capital Improvement Fund
Public Works Facility Improvements	\$80,000.00	\$40,000.00	Capital Improvement Fund
Justice Center Repairs	\$40,000.00	\$40,000.00	Capital Improvement Fund
Firehouse 1 Repairs	\$96,000.00	\$46,000.00	Capital Improvement Fund
Firehouse 2 Repairs	\$10,000.00	\$10,000.00	Capital Improvement Fund
Firehouse 3 Repairs	\$50,000.00	\$50,000.00	Capital Improvement Fund
Personal Protective Equipment	\$45,000.00	\$45,000.00	Capital Improvement Fund
Citywide Network Infrastructure	\$100,000.00	\$55,000.00	Capital Improvement Fund
Citywide Scheduled Hardware Replacement	\$211,000.00	\$71,000.00	Capital Improvement Fund
Citywide Document Imaging Project	\$151,000.00	\$25,000.00	Capital Improvement Fund
Citywide Timeclock Automation	\$45,000.00	\$12,000.00	Capital Improvement Fund
Police MDT Replacement	\$45,000.00	\$45,000.00	Capital Improvement Fund
Council Chambers Laptops	\$24,200.00	\$22,000.00	Capital Improvement Fund
Security Camera Project	\$30,000.00	\$20,000.00	Capital Improvement Fund
Replacement of 1 ton Pickup Truck	\$35,000.00	\$35,000.00	Capital Improvement Fund
Replacement of Pickup Truck	\$24,000.00	\$24,000.00	Capital Improvement Fund
Replacement of Van	\$26,000.00	\$26,000.00	Capital Improvement Fund
Replacement of Snow Removal Truck	\$645,000.00	\$145,000.00	Capital Improvement Fund
Replacement of Pickup Truck	\$116,000.00	\$38,000.00	Capital Improvement Fund
TOTAL	\$15,864,201.00	\$4,444,001.00	

STATEMENT OF PERMANENT IMPROVEMENTS

DESCRIPTION	Estimated Cost of Permanent Improvements	Amount to be Budgeted During Current Year	Name of Paying Fund
Replacement of 1 ton Pickup Truck	\$110,000.00	\$55,000.00	Capital Improvement Fund
Replacement of 1 ton Pickup Truck	\$55,000.00	\$55,000.00	Capital Improvement Fund
Replacement of Garage Service Vehicle	\$75,000.00	\$75,000.00	Capital Improvement Fund
Replacement of Welder	\$10,000.00	\$10,000.00	Capital Improvement Fund
Replacement of Scissor Lift	\$10,000.00	\$10,000.00	Capital Improvement Fund
Replacement of Police Cruisers	\$660,000.00	\$120,000.00	Capital Improvement Fund
Replacement of Police Cruiser Equipment	\$440,000.00	\$80,000.00	Capital Improvement Fund
Upgrade Village Green Cameras	\$60,000.00	\$60,000.00	Capital Improvement Fund
Replacement Pistols	\$8,000.00	\$4,000.00	Capital Improvement Fund
Drying Cabinet for Evidence	\$10,000.00	\$10,000.00	Capital Improvement Fund
Community Arts Center Improvements	\$150,000.00	\$25,000.00	Capital Improvement Fund
Harbin Park Renovations	\$190,000.00	\$20,000.00	Capital Improvement Fund
Neighborhood Improvement Program	\$50,000.00	\$10,000.00	Capital Improvement Fund
Overlay/Sealing Program	\$110,000.00	\$30,000.00	Capital Improvement Fund
Morgan Mansion Renovation	\$10,000.00	\$10,000.00	Capital Improvement Fund
Replacement of Park Equipment	\$150,000.00	\$10,000.00	Capital Improvement Fund
Drainage Improvements (in house)	\$200,000.00	\$40,000.00	Capital Improvement Fund
Drainage Improvements (contracted)	\$485,000.00	\$95,000.00	Capital Improvement Fund
Storm System NPDES Improvements	\$65,000.00	\$15,000.00	Capital Improvement Fund
Grounds, Entryways and Landscaping	\$875,000.00	\$175,000.00	Capital Improvement Fund
Drywell Replacements	\$330,000.00	\$75,000.00	Capital Improvement Fund
Storm Sewer Lining	\$650,000.00	\$200,000.00	Capital Improvement Fund
Bridge Cleaning	\$107,500.00	\$7,500.00	Capital Improvement Fund
Golf Course Improvements	\$220,000.00	\$20,000.00	Capital Improvement Fund
Master Plan	\$40,000.00	\$10,000.00	Capital Improvement Fund
Small Water Line Improvements	\$750,000.00	\$150,000.00	Water Expansion Fund
Replace Crestwood PRV	\$150,000.00	\$150,000.00	Water Expansion Fund
Water Computer Modeling	\$63,000.00	\$12,000.00	Water Expansion Fund
Channel Grinder Overhaul	\$114,000.00	\$21,000.00	Sewer Expansion Fund
UV Lamp Replacement	\$20,000.00	\$20,000.00	Sewer Expansion Fund
Seward 1 Liftstation Improvement	\$300,000.00	\$300,000.00	Sewer Expansion Fund
Village Green Park/Towne Center Improvements	\$140,000.00	\$25,000.00	Downtown Development Fund
Replacement of Obsolete Flourescent Bulbs	\$10,000.00	\$10,000.00	Water Surplus Fund
Water Plant Repairs	\$50,000.00	\$50,000.00	Water Surplus Fund
Public Utilities Security	\$22,000.00	\$15,000.00	Water Surplus Fund
Replacement of Meter Reader Vehicle	\$42,000.00	\$18,000.00	Water Surplus Fund
Replacement of Dump Truck	\$125,000.00	\$125,000.00	Water Surplus Fund
Replacement of Cargo Van	\$24,000.00	\$24,000.00	Water Surplus Fund
Replacement of Cargo Van	\$27,000.00	\$27,000.00	Water Surplus Fund
Water line Improvements	\$230,000.00	\$80,000.00	Water Surplus Fund
Security/Surveillance Improvements	\$37,000.00	\$17,000.00	Water Surplus Fund
Maintain Raw Water Production Wells	\$400,000.00	\$70,000.00	Water Surplus Fund
Replace Major Process Equipment	\$325,000.00	\$125,000.00	Water Surplus Fund
Telemetry and GIS	\$210,000.00	\$25,000.00	Water Surplus Fund
TOTAL	\$8,109,500.00	\$2,485,500.00	

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Due Date	Rate of Interest	Amount of Bonds & Notes Outstanding 12/31/2013	Amount Required for Interest	Amount Required for Principal
OUTSIDE 10 MILL LIMIT							
Notes:							
Various Purpose LTGO Note	City Ordinance	7/24/2012	7/23/2013	0.7500%	2,350,000		
Bonds:							
OWDA Loan I	City Ordinance	12/1/1997	12/1/2016	4.0400%	1,559,858		
OWDA Loan II	City Ordinance	12/1/1997	12/1/2016	4.0400%	645,254		
OWDA Loan III	City Ordinance	12/1/1997	12/1/2016	4.1200%	125,377		
OWDA Loan IV	City Ordinance	12/1/1998	12/1/2017	4.1200%	765,355		
OWDA Loan V	City Ordinance	12/1/1998	12/1/2017	3.7900%	432,495		
Special Assessment Debt	City Ordinance	Various	Various	Various	134,013		
Various Purpose Bonds Refunding 2009 - GO	City Ordinance	6/1/2009	12/1/2018	2.5000%	1,480,000		
Various Purpose Bonds Refunding 2009 - Water	City Ordinance	6/1/2009	12/1/2018	2.5000%	1,155,000		
Various Purpose Bonds 2009	City Ordinance	10/30/2009	12/1/2020	4.0500%	5,160,000		
Roadway Improvement Bonds 2010	City Ordinance	6/29/2010	12/1/2030	3.0500%	8,010,000		
Various Purpose Bonds Refunding 2003 & 2003	City Ordinance	4/25/2012	12/1/2023	3.6600%	6,495,000		
Total Bonds					25,962,352		
Total Debt					28,312,352		
Breakdown by Fund:							
General Bond Retirement							
Special Assessment					22,300,000		
Water Bond & Interest					134,013		
Sewer Bond & Interest					-		
Fairfield Golf Course					5,878,339		
Total					28,312,352		

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Butler County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the City of Fairfield, Ohio for the BUDGET YEAR beginning January 1, 2012

FUND	Estimated Unencumbered Fund Balance Jan-13	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPES							
General Fund	11,615,323	1,200,000	-	625,000	-	23,240,800	36,681,123
Special Revenue Funds	6,364,826	3,900,000	-	-	-	-	10,264,826
Debt Service Funds	1,558,931	-	-	-	-	3,354,000	1,551,090
Capital Project Funds	10,317,542	-	-	-	-	5,142,900	4,789,819
PROPRIETARY FUND TYPES							
Enterprise Funds	7,810,694	-	-	-	-	18,399,200	8,327,867
Internal Service Funds	-	-	-	-	-	-	-
FIDUCIARY FUND TYPE							
Trust and Agency Funds	1,086,412	-	-	-	-	6,498,200	840,202
TOTAL ALL FUNDS	38,753,728	5,100,000	-	625,000	-	56,635,100	62,454,928

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amount approved for each must govern the amount of appropriation from such fund.

Date

 Budget Commission

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES-continued

FUND	Estimated Unencumbered Fund Balance 01-Jan-11	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
GOVERNMENTAL-SPECIAL REVENUE:							
100 General Fund							
GOVERNMENTAL-SPECIAL REVENUE:							
201 Street Constr, Maint & Repair							
202 State Highway Imp							
203 Fire Levy							
205 County Motor Vehicle							
206 Tax Recreation							
207 Paramedic Levy							
210 Community Dev Block Grant							
211 Law Enforcement Fund							
212 Municipal Motor License Fund							
213 Law Enforcement & Ed Fund							
214 Driver Alcohol Treatment Fund							
215 Local Law Enforcement Block Gr Fund							
TOTAL SPECIAL REVENUE FUNDS							
DEBT SERVICE FUNDS							
301 General Bond Retirement							
501 Special Assessments							
TOTAL DEBT SERVICE FUNDS							
CAPITAL PROJECT FUNDS							
401 .3% Street Improvement							
402 .2% Capital Improvement							
407 Water Expansion							
408 Sewer Expansion							
409 Flood Protection Fund							
410 State Issue II Fund							
411 Downtown Development Fund							
TOTAL CAPITAL PROJECT FUNDS							

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES-continued

FUND	Estimated Unencumbered Fund Balance 01-Jan-11	Real Estate Property Tax	Personal Property Tax	Local Government Allocation	Rollback, Homestead and Personal Prop Tax Exemption	Other Sources	Total
PROPRIETARY: ENTERPRISE FUNDS							
601 Water Revenue							
602 Water Bond & Interest							
603 Water Bond Redemption							
604 Water Replacement & Improvement							
605 Water Surplus							
606 Water Guaranteed Trust							
Total Water Enterprise							
620 Sewer Revenue							
621 Sewer Bond & Interest							
622 Sewer Bond Redemption							
623 Sewer Replacement & Improvement							
624 Sewer Surplus							
Total Sewer Enterprise							
630 Solid Waste Management Fund							
640 Fairfield Golf							
641 Recreation Activity							
Total Recreation Enterprise							
TOTAL ENTERPRISE FUNDS							
FIDUCIARY: TRUST AND AGENCY FUNDS							
701 Employees Trust							
702 Employees Benefits Trust							
704 Deferred Compensation Fund							
TOTAL TRUST AND AGENCY FUNDS							
TOTAL FOR MEMORANDUM ONLY							

COUNTY AUDITOR'S ESTIMATE
 Tax Levies and Rates for **2014** in the City of Fairfield, Ohio
 Assessed Valuation \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITH IN 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
TOTAL		
LEVIES OUTSIDE 10 MILL LIMITATION		
COUNTY		
TOWNSHIP		
SCHOOL		
VILLAGE		
CITY		
STATE		
TOTAL		
TOTAL LEVY FOR ALL PURPOSES		

RESOLUTION NO. _____

RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF FAIRFIELD, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2014 AND SUBMITTING THE SAME TO THE BUTLER COUNTY AUDITOR AND DECLARING AN EMERGENCY.

WHEREAS, the City Manager has heretofore prepared a tentative budget for the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2014 showing detailed estimates of all balances that will be available at the beginning of the year 2014 for the purposes of such year, and of all revenues to be received for such fiscal year, including all general and special taxes, charges for utility services, recreational fees and all other types and classes of revenues; also estimates of all expenditures or charges in or for the purpose of such fiscal year to be paid or met from said revenues or balances; and otherwise conforming with the requirements of law; and;

WHEREAS, said budget has been made conveniently available for public inspection for at least ten (10) days by having at least two (2) copies thereof on file on the office of the Clerk of Council; and

WHEREAS, the Council held a public hearing on said budget of which public notice was given by publication not less than ten (10) days prior to the date thereof.

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

Section 1. The tax budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2014 heretofore prepared by the City Manager and submitted to this Council, copies of which have been and are on file in the offices of Finance and Clerk of Council which is incorporated herein by reference, be and it is hereby adopted, as the official budget of the City of Fairfield, Ohio, for the fiscal year beginning January 1, 2014.

Section 2. The Clerk of Council be and is hereby authorized and directed to certify a copy of said budget and a copy of this resolution and to transmit the same to the County Auditor of Butler County, Ohio.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the budget must be submitted to the Butler County Auditor in a timely manner in accordance with law; wherefore, this Resolution shall take effect immediately upon its passage.

Passed _____
Posted _____
First Reading _____
Second Reading _____
Third Reading _____

Mayor's Approval _____
Rules Suspended _____
Emergency _____

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM NO. 11(E)12

July 8, 2013

ITEM

It is necessary for the City Council to authorize issuance of \$2.35 million in various purpose long-term General Obligation Bond Anticipation Notes. This note was originally issued in 2012 and combines Bond Anticipation Notes (BANs) of \$1.25 million for Road Improvements, originally issued in 2011 and \$1.1 million for Wastewater Improvements, originally issued in 2002.

FINANCIAL IMPACT

By reissuing this Bond Anticipation Note, the City will take advantage of the City's bond rating of Aa1 to obtain a better interest rate for the combined issue of \$2.35 million.

SYNOPSIS

The Road Improvement BAN issued in 2011 and the Wastewater Improvement BAN issued in 2002 were combined under one BAN in 2012 allowing the City to take advantage of low interest rates as well as reducing the issuance cost.

BACKGROUND

The 2002 Wastewater Improvement BAN has been renewed since 2003 and will be down to \$1.3 million. Last year, the City issued a BAN for \$1.75 million for Road Improvements for the Winton Road/Exit 39 Interchange. The City will be paying down a combined \$700,000 on the two issues to bring the new BAN down to \$2.35 million. The City's intent is to issue this BAN for a term of one year, which is the maximum allowed for short-term debt.

STAFF RECOMMENDATION

It is recommended that Council authorize and direct the preparation of legislation to issue \$3.05 million in Various Purpose Long-term General Obligation Bond Anticipation Notes. It is estimated that rate of interest will be in the range of 1 to 2%. To accommodate the pricing of the BAN on July 9th, a suspension of the second and third readings and an declaring an emergency is requested. The settlement of the new BAN will be July 23, 2013.

LEGISLATIVE ACTIONS:	Suspension of Rules & Adoption Requested?	Yes
	Emergency Provision Needed?	Yes

Prepared by: May Hays
Approved for Content by: May Hays
Financial Review (where applicable) by: May Hays
Legal Review (where applicable) by: John A. Clemmons
Accepted by Council Agenda: Theresa Wilson

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,350,000 OF RENEWAL NOTES BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE FUNDS TO RENEW BOND ANTICIPATION NOTES, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the City has estimated the life of the improvements hereinafter described as at least five (5) years and certified the maximum maturity of the bonds as thirty-four (34) years, and of the notes to be issued in anticipation thereof as eighteen (18) years;

WHEREAS, the Council of the City of Fairfield, County of Butler, Ohio (the "Council") has previously adopted two separate ordinances which authorized the issuance of Notes in an aggregate principal amount of not to exceed \$2,350,000 for the purposes of (i) refinancing the City's share of the cost of constructing improvements to the Winton Road Interchange Project; and (ii) refinancing improvements to the City's wastewater system; and

WHEREAS, the notes previously issued in the principal amount of \$3,050,000 are about to mature and should be renewed in the reduced principal amount of \$2,350,000; and

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

SECTION 1. That it is necessary to issue bonds of the City of Fairfield, Ohio, in the principal sum of not to exceed \$2,350,000 for the purpose of (i) refinancing the City's share of the cost of constructing improvements to the Winton Road Interchange Project; and (ii) refinancing improvements to the City's wastewater system. Said bonds shall be dated approximately July 1, 2014, shall bear interest at the rate of approximately five percent (5%) per annum, and shall mature in substantially equal annual or semiannual installments over a period not exceeding thirty-four (34) years after their issuance.

SECTION 2. That it is hereby determined that notes (herein the "Notes") in the principal amount of not to exceed \$2,350,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That said anticipatory notes shall be dated as of their date of issuance, shall bear interest, payable at maturity, at the rate per annum agreed upon by the Finance Director and the purchaser, and shall mature on such date as is selected by the Finance Director, but not later than one year from their date of issuance. The final terms of the Notes shall be set forth in a Certificate of Award which is hereby authorized and which shall be executed by the Finance Director without further action of this Council.

SECTION 4. That said Notes shall be executed by the City Manager and Finance Director and shall bear the seal of the corporation. Said Notes shall be designated "Various Purpose Bond Anticipation Notes Series 2012, First (2013) Renewal", and shall be payable at The Bank of New York Mellon Trust Company, N.A., and shall express upon their faces the purposes for which they are issued and that they are issued in pursuance of this ordinance.

SECTION 5. That the Notes shall be sold by the Finance Director to Fifth Third Securities, Inc., at not less than the par value of such notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used to pay the cost of the project for no other purpose. Accrued interest, if any, received on sale of said notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said notes in the manner provided by law.

SECTION 6. That said Notes shall be the full general obligations of this City and the full faith, credit and revenue of this City are hereby pledged for the prompt payment of the same. The par value received from the sale of bonds anticipated by said notes, and any excess fund resulting from the issue of said notes, shall, to the extent necessary, be used only to pay costs of issuance of the Note or for the retirement of said Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the period while such Notes run there shall be levied upon all of the taxable property in the City of Fairfield, Ohio, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected; provided, however, that in each year to the extent that other revenues (including revenues received from the water system) are available for the payment of the Notes or such bonds and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such revenues so available and appropriated.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the interest on and principal of the Notes and the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 8. That the notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Finance Director and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the City with respect to other matters as are appropriate under Section 265(b)(3).

SECTION 9. That this council, for and on behalf of the City of Fairfield, County of Butler, Ohio, hereby covenants that it will restrict the use of the proceeds of the notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute

"arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said notes is authorized and directed to give an appropriate certificate on behalf of the City on the date of delivery of said notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 10. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 11. That the firm of Peck, Shaffer & Williams LLP ("PSW") is hereby engaged as the City's "bond counsel" and that the City Manager is hereby authorized and directed to execute and deliver the engagement letter of PSW in the form on file with the City.

SECTION 12. The Council of the City of Fairfield, Ohio, hereby finds and determines that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code, and the rules of this council adopted in accordance therewith.

SECTION 13. The Finance Director is hereby further authorized to take such actions as may be reasonably requested by the purchaser of the Notes in order to make the Notes eligible for the services of The Depository Trust Company, New York, New York.

SECTION 14. That the Finance Director is hereby directed to forward a certified copy of this ordinance to the County Auditor of the County of Butler, Ohio.

SECTION 15. That this ordinance is hereby declared to be an emergency measure for the necessary preservation of the public peace, health, safety and welfare or for the urgent benefit or protection of the inhabitants of the City of Fairfield, and for the reason that the immediate issuance of said Note is necessary to provide funds to retire the outstanding note hereinabove described and to provide for the orderly refinancing of the Project to which the Note relates, including obtaining a favorable interest rate, and shall take effect immediately upon its passage, pursuant to Section 4.07(A) of the Charter of the City of Fairfield (hereafter called the "Charter").

SECTION 16. That the Clerk of Council is hereby directed to cause this ordinance to be published or posted within ten days after its passage, as required by Section 4.13(A) of the Charter, any publication to be made in the Journal News, a newspaper of circulation in the City.

ADOPTED _____, 2013.

Mayor

Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council, Fairfield, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. ____ adopted _____, 2013.

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Fairfield, Ohio, hereby certifies that Ordinance No. __ was filed with the County Auditor of Butler County, Ohio, on _____, 2013.

Finance Director

RECEIPT

The undersigned, County Auditor of the Butler County, Ohio, acknowledges receipt of Ordinance No. __ of the City of Fairfield, Ohio, on _____, 2013.

County Auditor

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Fairfield, Ohio, met in regular session, at ____m., on the ____ day of _____, 2013, in Council Chambers, with the following members present:

There was presented and read to Council Ordinance No. _____, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,350,000 OF RENEWAL NOTES BY THE CITY OF FAIRFIELD, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE FUNDS TO RENEW BOND ANTICIPATION NOTES, AND DECLARING AN EMERGENCY.

M _____ moved to suspend the rule requiring each ordinance or resolution to be read on three different days. M _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

M _____ then moved that Ordinance No. _____ be adopted. M _____ seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted _____, 2013.

CERTIFICATE

The undersigned, Clerk of Council of said city, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said city, held on the ____ day of _____, 2013, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the issuance of not to exceed \$2,350,000 Various Purpose Bond Anticipation Notes Series 2012, First (2013) Renewal, dated as their date of issuance:

Mayor	_____
Finance Director	_____
City Manager	_____
Clerk of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Member of Council	_____
Law Director	_____

Finance Director

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said City of Fairfield, County of Butler, Ohio, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified obligation.

Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Fairfield, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$2,350,000 of bonds, for the purposes of (i) refinancing notes originally issued to pay the City's share of the cost of constructing improvements to the Winton Road Interchange Project; and (ii) refinancing improvements to the City's wastewater system, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Bond Law of the Ohio Revised Code, is thirty-four (34) years, and the maximum maturity of notes issued in anticipation thereof is eighteen (18) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2013.

Finance Director

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

July 8, 2013

ITEM

It is necessary for the City Council to pass appropriations to reconcile accounts.

FINANCIAL IMPACT

Supplemental appropriations required in the amount of \$12,700 from the Sewer Surplus fund and \$40,000 from the Sewer Expansion fund.

SYNOPSIS

In order to reconcile accounts, two previously approved appropriations need to be corrected. Both appropriations, one passed on April 22, 2013 and the other on June 10, 201, were originally put through for Water Surplus; however, the appropriation on April 22nd for engineering services needs to come out of the Sewer Expansion fund and the appropriation on June 10th for automotive equipment needs to come out of the Sewer Surplus fund.

BACKGROUND

The following adjustment in the annual appropriation budget should be made to fund the remainder of 2013:

From:	Unappropriated	Sewer Expansion Fund	<u>\$40,000</u>
To:	40816023-233300	Engineering Services	40,000
From:	Unappropriated	Sewer Surplus Fund	<u>\$12,700</u>
To:	62416025-253100	Automotive Equipment	12,700

STAFF RECOMMENDATION

It is recommended that City Council authorize and direct the preparation of legislation amending the annual operating budget.

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?
Emergency Provision Needed?

Yes
No

Prepared by: May Holt

Approved for Content by: May Holt

Financial Review (where applicable) by: May Holt

Legal Review (where applicable) by: John D. Clemens

Accepted by Council Agenda: Shirley Wilson

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 113-12 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, 2013, AND ENDING DECEMBER 31, 2013."

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

Section 1. Ordinance No. 113-12, the 2013 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Sewer Expansion Fund	\$40,000
To:	40816023-233300 Engineering Services	\$40,000
From:	Unappropriated Sewer Surplus Fund	\$12,700
To:	62416025-253100 Automotive Equipment	\$12,700

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 COMMUNICATION

ITEM:

July 8, 2013

Request for appropriation for **non-contractual** agenda items.

FINANCIAL IMPACT:

\$149,325.00 from noted funding source.

SYNOPSIS:

The following appropriations have been requested:

\$17,500	security upgrades at the Firehouses
\$9,150	security upgrades at the Water Treatment Facility
\$7,395	coping cleaning and sealing at the Water Treatment Facility
\$7,100	fire alarm upgrades at Fire House 1 and Fire House 2
\$12,000	engineering services for Exit 39
\$16,480	replacement of traffic control cabinet
\$40,000	corridor landscaping for Winton/South Gilmore Project
\$9,600	purchase of LEL and H2S sensors for use by the Wastewater Division
\$2,100	purchase of two Oxidation Reduction Potential Meters/Sensors for use by the Wastewater Division
\$21,000	factory overhaul of existing channel grinder at the Wastewater Treatment Plant
\$7,000	purchase of an HP large format printer/scanner for Development Services.

BACKGROUND:

Please refer to specific Council Communications dated July 8, 2013 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?

yes

If yes, explain
no above

Emergency Provision Needed?

yes

If yes, explain
no above

Prepared by: Maria Wilson

Approved for Content by: Maria Wilson

Financial Review (where applicable) by: _____

Legal Review (where applicable) by: John H. Clements

Accepted by Council Agenda: Maria Wilson

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

July 8, 2013

ITEM

City Council is requested to authorize the City Manager to pass an appropriation in the amount of \$17,500.00 (including 10% contingency), from the Capital Improvement Fund for 2013.

FINANCIAL IMPACT

An appropriation in the amount of \$17,500.00 from project FIN-13-009, from the 2013 Capital Improvement Program.

BACKGROUND

To enhance the security at each of the three Fire houses, it has become necessary to automate the door access and control system. Currently, there is no means by which the access requestor can be seen or talked to when attempting to enter the Fire houses. The proposed system will allow the Fire personnel to see who is at each of the doors, as well as, to communication bi-directionally with the access requestor.

This project is being awarded with one quote due to the integration of the proposed equipment with existing server and network hardware installed and currently being supported by this particular vendor. This integration eliminates the need to procure redundant equipment, thusly saving the city approximately 50% of the cost of necessary equipment and installation charges for this project.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$17,500.00 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?
Emergency Provision Needed?

Yes
No

Prepared by:

Joseph Waldmann

Financial Review (where applicable) by:

Mary Hopton

Legal Review (where applicable) by:

[Signature]

Accepted by Council Agenda:

[Signature]

Digital Visions, LLC
 11711 Princeton Pike, Ste. 321
 Cincinnati, OH 45246

(513)671-3660

Estimate

Date	Estimate #
01/31/2013	2071
Exp. Date	
	03/02/2013

Address
 Mr. Joseph Waldmann
 City of Fairfield
 701 Wessel Dr.
 Fairfield, OH 45014

P.O. Number
 Firehouse Cameras

Description	Quantity	Rate	Amount
• Axis P3384-V Indoor Vandal Resistant IP Mini Dome Camera with Vari-Focal, Auto-Iris Wide Dynamic Range Lens. On Board I/O Ports. 720P Resolution	10	999.00	9,990.00
• Genetec Security Center Single Camera Software License with SMA Add-On	10	250.00	2,500.00
• Installation, Cabling, Setup, and Configuration of Camera into Genetec System	1	3,360.00	3,360.00
Total			\$15,850.00

All estimates are valid for 30 days from the date issued.

Accepted By

Accepted Date

Digital Visions, LLC

dfager@digitalvisionsllc.com

(513)671-3660

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

July 8, 2013

ITEM

City Council is requested to pass an appropriation in the amount of \$9,150.00 (including 10% contingency), from the Capital Improvement Budget for 2013.

FINANCIAL IMPACT

An appropriation in the amount of \$9,150.00 from project FIN-13-006, from the 2013 Capital Improvement Program, \$9,150 from Water Surplus Fund.

BACKGROUND

To enhance the security at the Water Treatment facility, it has become necessary to automate the gate access and control system. Currently, there is no means by which the access requestor can be seen nor talked to when attempting to enter the secure portion of the WT facility. The proposed system will allow the WT personnel to see who is at either entry gate, as well as, to communication bi-directionally with the access requestor.

This project is being awarded with one quote due to the integration of the proposed equipment with existing server and network hardware installed and currently being supported by this particular vendor. This integration eliminates the need to procure redundant equipment, thusly saving the city approximately 70% of the cost of necessary equipment and installation charges for this project.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$9,150.00 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?	Yes
Emergency Provision Needed?	No

Prepared by:

Financial Review (where applicable) by:

Legal Review (where applicable) by:

Accepted by Council Agenda:

Joseph Waldmann *JWP*

Mary Hopton *MH*

John H. Clemons *JHC*

Alison Wilson *AW*

11 EX-11A

1

Digital Visions, LLC
11711 Princeton Pike
Suite 321
Cincinnati, OH 45246
(513) 671-3660

Estimate

Date	Estimate #
04/24/2013	2128
Exp. Date	
	05/24/2013

Address
 Mr. Joseph Waldmann
 City of Fairfield
 701 Wessel Dr.
 Fairfield, OH 45014

P.O. Number
 Gate Intercoms and Reader

Description	Quantity	Rate	Amount
• Outdoor Intercom unit with 2 way audio and gate release integrated into outdoor Axis Color Day/Night IP Camera. Fully integrated into Security Center software. 2 Way audio, gate release, and video controlled in Security Center. Audio and Video will be recorded on Genetec Server.	2	1,500.00	3,000.00
• Genetec Security Center Single Camera License	2	250.00	500.00
• HID Long Range Proximity Reader. To be installed at gate at Water Treatment and configured into existing Keyscan System.	1	515.00	515.00
• Shepherd Custom Aluminum pedestal mount with threaded base. Installed at Water Treatment Gate	2	350.00	700.00
• Installation, cabling, and configuration of all access control and intercom devices. We are assuming that the City of Fairfield will provide an open conduit from the control box of the gate by the Annex building to the Annex building. The intercom unit at the Gate at Annex Building on Groh Rd. will be cabled to the Annex Building.	1	3,600.00	3,600.00
Total			\$8,315.00

All estimates are valid for 30 days from the date issued.

Accepted By

Accepted Date

Digital Visions, LLC

dfager@digitalvisionsllc.com

(513) 671-3660

11 (E) 11A

INDEPENDENT
SHEET METAL, LLC
CUSTOM METAL FABRICATORS

QUOTE

We agree to provide equipment and labor to pressure wash the perimeter coping stone around the top of the parapet walls of the Groh lane water facility. This includes approx.. 800' of coping. We will provide a man lift and pressure washer and fuel for the job. We will need to connect to your water supply to run the pressure washer. Job duration approx.. 1 week weather permitting. We will also seal all of the mortar joints on the coping stone discussed with Solar seal caulking. Total price before tax for all of the above complete \$6,895.00
If you have any questions please feel free to call or e-mail

Thank you very much
Matt Gardner

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11E Y1A

DATE: July 8, 2013

ITEM:

Fire Alarm Upgrades to Firehouse 1 (Nilles) and Firehouse 2 (Dixie)

FINANCIAL IMPACT:

\$7,100 (\$3,600 for Firehouse 1 + \$1,500 for Firehouse 2 + \$2,000 for miscellaneous repairs and contingency).

SYNOPSIS:

This request is to upgrade the fire alarm panels at Firehouse 1 (Nilles) and Firehouse 2 (Dixie) to bring them into compliance with current building codes.

BACKGROUND:

This request is to upgrade, service, and test the fire alarm panels at Firehouse 1 (Nilles) and Firehouse 2 (Dixie) to bring them into the compliance with current building codes.

Firehouse 1 repairs (\$3,600) are listed in the CIP as # FAC-13-801 Firehouse 1 Repairs and Upgrades (\$46,000)
Firehouse 2 repairs (\$1,500) are listed in the CIP as # FAC-13-802 Firehouse 2 Repairs and Upgrades (\$10,000)

RECOMMENDATION:

It is recommended that City Council authorize an appropriation of \$7,100 from the Capital Improvement Fund to upgrade the fire alarm panels at Firehouse 1 (Nilles) and Firehouse 2 (Dixie).

LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested?

yes **no**

If yes, explain above.

Emergency Provision Needed?

yes **no**

If yes, explain above.

Prepared by: _____

Approved for Content by: _____

Financial Review (where applicable): _____

Legal Review (where applicable): _____

Accepted for Council Agenda: _____

Digital Visions, LLC
 11711 Princeton Pike
 Suite 321
 Cincinnati, OH 45246
 (513) 671-3660

Estimate

Date	Estimate #
06/05/2013	2170
Exp. Date	
	07/05/2013

Address
 Mr. Joseph Waldmann
 City of Fairfield
 701 Wessel Dr.
 Fairfield, OH 45014

P.O. Number
 Firehouse on Route 4

Description	Quantity	Rate	Amount
<ul style="list-style-type: none"> • Servicing, Testing, and Programming Fire System at Firehouse on Route 4. We will go through system thoroughly and fully test all zones and bring system up to code. We have not fully tested all connectivity, communication, and functionality of each device on the system as there was not enough time during the evaluation. As such, if existing hardware devices, cabling, etc. are found to be nonfunctional during testing, additional charges may apply to repair, replace, or rewire. Estimated charge is labor and does not include any hardware or wire. If additional charges will apply we will get charges approved by the appropriate party before proceeding. 	1	1,200.00	1,200.00
<ul style="list-style-type: none"> • Silent Knight 5128 Slave Fire Communicator 	1	300.00	300.00
Total			\$1,500.00

All estimates are valid for 30 days from the date issued.

Accepted By

Accepted Date

Digital Visions, LLC

dfager@digitalvisionsllc.com

(513) 671-3660

Digital Visions, LLC
 11711 Princeton Pike
 Suite 321
 Cincinnati, OH 45246
 (513) 671-3660

Estimate

Date	Estimate #
06/05/2013	2168
Exp. Date	
	07/05/2013

Address
 Mr. Joseph Waldmann
 City of Fairfield
 701 Wessel Dr.
 Fairfield, OH 45014

P.O. Number
 Firehouse on Nilles Rd.

Description	Quantity	Rate	Amount
<ul style="list-style-type: none"> • Servicing, Testing, and Programming Fire System at Firehouse on Nilles Rd. We will go through system thoroughly and fully test all zones and bring system up to code. We have not fully tested all connectivity, communication, and functionality of each device on the system as there was not enough time during the evaluation. As such, if existing hardware devices, cabling, etc. are found to be nonfunctional during testing, additional charges may apply to repair, replace, or rewire. Estimated charge is labor and does not include any hardware or wire. If additional charges will apply we will get charges approved by the appropriate party before proceeding. 	1	3,600.00	3,600.00
Total			\$3,600.00

All estimates are valid for 30 days from the date issued.

Accepted By

Accepted Date

Digital Visions, LLC

dfager@digitalvisionsllc.com

(513) 671-3660

BURGESS & NIPLE

312 Plum Street | 12th Floor | Cincinnati, OH 45202 | 513.579.0042

Mr. Benjamin A. Mann, PE
City Engineer
City of Fairfield
8870 N. Gilmore Road
Fairfield, OH 45014

Re: I-275/Exit 39- Winton/S. Gilmore Road
Construction Services
Price Proposal Modification

June 20, 2013

Dear Mr. Mann:

Burgess & Niple, Inc. (B&N) is pleased to submit this modification price proposal to perform additional construction phase services related to the I-275/Exit 39 - Winton /S. Gilmore Road Corridor Improvement project for the City of Fairfield (City). The scope of services and fee are described below.

SCOPE OF SERVICES

Decorative Arch and Fence Fabrication Shop Visit

At the request of the City B&N will visit the fabrication shop to review the fabrication of the decorative arch and fence. B&N will take measurements of the assembled arch and fence posts and panels and will report how these measurements compare to the plan dimensions and requirements. B&N will also visually inspect the arch and fence assemblies for general compliance with the plans and special provisions, including checking for presence of welds, slotted holes, and stiffeners where required by the plans (where they are visible on the assembled arch/fence).

Attend Project Progress Meetings

At the request of the City B&N will attend the Project Progress meeting to provide assistance with the advancement of the fabrication and erection of the Decorative Arch and Fence.

FEE

Compensation for the completion of the tasks described above is based on B&N's Payroll Cost times a multiplier of 1.97, which includes overhead and profit. The total not-to-exceed fee for B&N to complete the above described will be as follows:

Decorative Arch and Fence Fabrication Shop Visit	\$3,000/per visit
--	-------------------

Attend Project Progress Meetings

\$600/per meeting

We appreciate this opportunity to provide the services described herein to the City of Fairfield on this project. If you have any questions or require additional information please call.

Sincerely,

BURGESS & NIPLE, INC.



Jonathan Brunot, PE
Director of Transportation, Cincinnati



Barry Y. Dixon, PE
Executive Vice President

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11(E)(4)A

ITEM:

DATE: July 8, 2013

Replacement of traffic control cabinet damaged in an automobile accident.

FINANCIAL IMPACT:

\$16,480.00 from the Capital Fund.

SYNOPSIS:

This project is the replacement of the cabinet and appurtenances at State Route 4 Bypass and Diversion Road.

BACKGROUND:

This repair will be completed by Capital Electric (Wagner-Smith Division) under our maintenance contract. It is requested that this amount be placed back into our signal maintenance account. Typically, when a high value item is damaged, the City bills this to the motorists insurance. In this case, no accident report was filed as the incident was not reported to the Police Department.

STAFF RECOMMENDATION:

It is recommended that City Council authorize the appropriation of \$16,480.00 from the Capital Fund to be placed in the signal maintenance account.

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

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

Prepared by: *[Signature]*

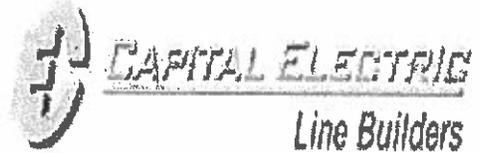
Approved for Content by: *[Signature]*

Financial Review (where applicable): *May Hight*

Legal Review (where applicable): *J. A. Clemmons*

Accepted for Council Agenda: *Hilma Wilson*

Matthew A. Slusher
General Foreman
3150 Encrete Lane
P.O. Box 1353
Dayton, OH 45401-1353
Phone: 937-424-2550
Fax: 937-297-1365



Quotation

To: Ben Mann From: Matthew A. Slusher

Fax: Pages: 1

Phone: Date: 6/13/2013

Re: SR 4 Bypass & Diversion

Email: bmann@fairfield-city.org City of Fairfield

Urgent For Review Please Comment Please Reply As Requested

Ben, this is an estimate to replace cabinet that was struck at SR 4 Bypass & Diversion it is \$16,480.00. We are purchasing new cabinet with UPS & batteries. We are going to transfer controller, monitor, wavetronixs, autoscope, sonem, service disconnect and lighting contactor into new cabinet. Also includes all labor & equipment. It does not include traffic controller.

We appreciate the opportunity to serve you. If you have any questions, please call me at (513) 617-6488.

This e-mail message or fax, including any attachments, may contain confidential or proprietary information. Any unauthorized disclosure, distribution, or other use is prohibited. If you received this e-mail in error, please notify the sender and destroy all copies of the original message

Kenny Pennington
Operations Manager
3150 Encrete Lane
P.O. Box 1353
Dayton, OH 45401-1353
Phone: 937-424-2550
Fax: 937-297-1365



Fax

To:	Ben Mann	From:	Kenny Pennington
Fax:		Pages:	1
Phone:	513-867-4200	Date:	6/17/2013
Re:	Foundations and Set Banner Poles -		City of Fairfield

Urgent For Review Please Comment Please Reply As Requested

Comments:

Ben, here is the quote that you requested to install 6 foundations and set 6 banner poles on South Gilmore Road. Banner Poles supplied by the City of Fairfield.

Price is for Time and Material NOT to Exceed and includes all labor, material, equipment and traffic control to complete the project.

Total = \$9,333.00.

If you have any questions, please call me at (937) 424-2550 or my cell at (513) 616-2272



4565 Glenbrook Rd Willoughby, OH 44094
 PH (440) 951-8929 FX (440) 951-8203
 www.TraffCon.com

QUOTATION #

33740

QUOTATION TO:

City of Fairfield
 5350 Pleasant Ave
 Finance Department
 Fairfield OH 45014
 USA

Quotation Date: 05/30/13
 Project Bid Date:
 Job Reference: MISC-OH
 ODOT - 2013 - CITY OF FAIRFIELD
 BUTLER COUNTY

Attention:	Customer Reference:	F.O.B.:	Freight Terms:	Payment Terms:
n Mann		Destination	Prepaid	Net 30 Days
Item Reference	Description	Quantity	Unit Price	Extens
	Sternberg 2618FP5 / 1-BDBA / SHPA / DIS / SSCC / BK	6.00	\$ 2,920.00	17,52
	FSA 3/4" X 26" X 4" A36MOD55	24.00	\$ 15.00	36
ernberg	Notes	1.00	0.00	
	* FINISH IS BLACK			
	* 18' POLE WITH TWIN 33" BANNER ARM, 10" PLANTER ARM AND IRRIGATION ACCESSORY, WITH SSCC FINIAL 40LB MAXIMUM PLANTER WEIGHT			

RIGHT ALLOWED
 LEAD TIME QUOTED MAY BE DIFFERENT AT THE TIME OF RELEASE, PLEASE CONDUCT
 AFFIC CONTROL PRODUCTS TO CONFIRM
 HIP: 8 - 10 WEEKS AFTER APPROVAL AND RELEASE

Add Expense
 Tax

TOTAL \$ 17,880.00

We are pleased to submit this quotation for your consideration. This quote is valid for 30 days and, thereafter, subject to change without notice. An interest charge, as permitted by law, may be assessed on accounts unpaid after 30 days. Please add 3% to all credit card payments.



1485 Symmes Road
Fairfield, OH 45014
Phone: 513-939-1100
Fax: 513-939-1731

To:

From: Justin Schmidt

Cell: 513.616.6043

Proposal

Project: Gilmore Rd Island Irrigation

Scope: Irrigation and directional bore sleeve

Qty	Description	Size	price	
1	Directional Bore under Gilmore Rd	lump	\$ 3,600.00	
1	Irrigation in Island	lump	\$ 4,500.00	
			<u>\$ 8,100.00</u>	total

Note: Price includes all materials, labor and equipment based on the following plans and specs.
add irrigation to island
water supplied from existing irrigation in the island of the Meijer driveway
directional bore by subcontractor
Rain Bird Irrigation products will be used to match existing islands

QUOTATION

Fairfield WWTP
Attn: Randy Hassler
4799 Groh Lane
Fairfield, OH 45014
Phone: 513-858-7760 Fax: 858-7762
Quote: QFAIRFIELDSCOTT1012revE

Page 1 of 4
June 6, 2013

METERS & CONTROLS COMPANY, Inc.
INDUSTRIAL FLOWMETERS, GAS ANALYZERS, LEVEL TRANSMITTERS
800 Compton Road, Unit 11 • Cincinnati, Ohio 45231
513-931-5555 • Fax 513-931-5558
Toll Free 800-745-3569 • Fax 877-931-5558
E-mail: meters5@aol.com

Quantity	Description	Unit Price	Total
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Lake Manor Lift Station Gas Detection

REMOTE LEL SENSOR GAS DETECTOR

1	Model 60-C1-1H-R-1-5-0-0-5-0-N 4 – 20ma = 0-100 % LEL Methane Area classification: Class 1, Div 1 Remote sensor configuration with junction box Wiring between sensor and transmitter is furnished and installed by others Remote sensor may be 4,000' from the transmitter, depending on wire size Modbus communication option (3) Integral output relays Form C 5 Amps @ 30 VDC and 240 VAC	\$1,675 each less 10% = \$1,507.50	\$1,507.50
---	--	------------------------------------	------------

Homeward Way Lift Station Gas Detection

REMOTE LEL SENSOR GAS DETECTOR

1	Model 60-C1-1H-R-1-5-0-0-5-0-N 4 – 20ma = 0-100 % LEL Methane Area classification: Class 1, Div 1 Remote sensor configuration with junction box Wiring between sensor and transmitter is furnished and installed by others Remote sensor may be 4,000' from the transmitter, depending on wire size Modbus communication option (3) Integral output relays Form C 5 Amps @ 30 VDC and 240 VAC	\$1,675 each less 10% = \$1,507.50	\$1,507.50
---	--	------------------------------------	------------

METERS & CONTROLS CO., INC. makes no warranties, expressed or implied, regarding the quality, applicability, use or fitness for a particular purpose of the items purchased. Purchasers' recourse, if any, is against the manufacturer of the item.

RAYMOND A. DIETZ / BRUCE CORSO
BY _____
METERS & CONTROLS CO., INC.
Sales Agent for Scott Safety

Broadview Lift Station Gas Detection

REMOTE LEL SENSOR CONFIGURATION

- | | | | |
|---|--|------------------------------------|------------|
| 2 | Model 60-C1-1H-R-1-5-0-0-5-0-N
4 – 20ma = 0-100 % LEL Methane
Area classification: Class 1, Div 1
Remote sensor configuration with junction box
Wiring between sensor and transmitter is furnished and installed by others
Remote sensor may be 4,000' from the transmitter, depending on wire size | \$1,445 each less 10% = \$1,300.50 | \$2,601.00 |
|---|--|------------------------------------|------------|

REMOTE H2S SENSOR CONFIGURATION

- | | | | |
|---|--|------------------------------------|------------|
| 1 | Model 60-81-50-E-1-2-0-0-5-0-N
Area classification: Class 1, Div I
Remote sensor configuration with junction box
6' of cable pre-terminated is furnished between the transmitter & sensor
The H2S sensor may be remote duo to 50' maximum. If other than the proposed 6' of cable is required, contact Meters & Controls for a revised proposal. | \$1,560 each less 10% = \$1,404.00 | \$1,404.00 |
|---|--|------------------------------------|------------|

ALARM MONITOR CONTROLLER

- | | | | |
|---|--|-------------------------------|------------|
| 1 | 7400 <i>Quadscan II</i> Controller
Model 7400-3-1-1
3 Channels
Commons Relays
(3) 4 – 20 ma outputs
NEMA 4X enclosure
Powered by 120 VAC | \$1,450 less 10% = \$1,305.00 | \$1,305.00 |
|---|--|-------------------------------|------------|

METERS & CONTROLS CO., INC. makes no warranties, expressed or implied, regarding the quality, applicability, use or fitness for a particular purpose of the items purchased. Purchasers' recourse, if any, is against the manufacturer of the item.

RAYMOND A. DIETZ / BRUCE CORSO
BY _____
METERS & CONTROLS CO., INC.
Sales Agent for Scott Safety

METERS & CONTROLS COMPANY, Inc.
INDUSTRIAL FLOWMETERS, GAS ANALYZERS, LEVEL TRANSMITTERS

Freedom 6000 Combustible (Methane) Calibration Equipment

1	096-3500	Calibration Kit <ul style="list-style-type: none"> • 2' of Tygon Tubing • Regulator <ul style="list-style-type: none"> ○ 0.5 LPM ○ Gauge ○ Shut off valve • Carrying Case 	\$300.00	\$300.00
1	096-3242	Calibration cup	\$27.00	\$27.00
1	077-1231	Methane calibration gas <ul style="list-style-type: none"> ○ 34 L Bottle ○ air balance ○ 50% LEL 	\$42.00	\$42.00
1	077-0019	Zero calibration gas <ul style="list-style-type: none"> ○ 103 L Bottle ○ Nitrogen balance ○ 20% Oxygen 	\$145.00	\$145.00

Freedom 6000 Toxic (H2S) Calibration Equipment

1	096-3501	Calibration Kit <ul style="list-style-type: none"> • 2' of Teflon Tubing • Regulator <ul style="list-style-type: none"> ○ 0.5 LPM ○ Gauge ○ Shut off valve • Carrying Case 	\$300.00	\$300.00
1	096-2101	Calibration cup	\$52.00	\$52.00
1	077-0272	Hydrogen Sulfide calibration gas <ul style="list-style-type: none"> ○ 34 L Bottle ○ air balance ○ 25 PPM 	\$130.00	\$130.00
1	077-0019	Zero calibration gas <ul style="list-style-type: none"> ○ 103 L Bottle ○ Nitrogen balance ○ 20% Oxygen 	\$145.00	\$145.00

METERS & CONTROLS CO., INC. makes no warranties, expressed or implied, regarding the quality, applicability, use or fitness for a particular purpose of the items purchased. Purchasers' recourse, if any, is against the manufacturer of the item.

RAYMOND A. DIETZ / BRUCE CORSO
BY _____
METERS & CONTROLS CO., INC.
Sales Agent for Scott Safety

METERS & CONTROLS COMPANY, Inc.
INDUSTRIAL FLOWMETERS, GAS ANALYZERS, LEVEL TRANSMITTERS

Please e-mail orders to: meters5@aol.com (preferred)
Or Fax to: 513-931-5558 Toll Free: 877-931-5558

Above equipment to be invoiced by **METERS & CONTROLS Co., Inc.**

Address any resulting orders to:

METERS & CONTROLS CO., Inc.
800 Compton Road Unit 11
Cincinnati, OH 45231

Terms: Net 30 days plus 1 ½% per month past due
With approved credit
Prices firm for 30 days
F.O.B.: Factory, **Freight prepaid and added**
Lead Time: 3 Weeks A.R.O.

METERS & CONTROLS CO., INC. makes no warranties, expressed or implied, regarding the quality, applicability, use or fitness for a particular purpose of the items purchased. Purchasers' recourse, if any, is against the manufacturer of the item.

RAYMOND A. DIETZ / BRUCE CORSO
BY _____
METERS & CONTROLS CO., INC.
Sales Agent for Scott Safety

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11621A

ITEM:

DATE: 7/8/13

Appropriation of \$2,100 from the Sewer Surplus Fund for purchase of two Oxidation Reduction Potential Meters/Sensors for use by the Wastewater Division.

FINANCIAL IMPACT:

Funding for Instrumentation Replacement was included in the 2013-2017 Capital Improvement Program under Project No. WWD-13-014.

SYNOPSIS:

The purchase would provide equipment to assist in the Wastewater Treatment Process at the Wastewater Plant.

BACKGROUND:

The Wastewater Treatment Plant uses two Oxidation Reduction Potential meters/sensors in the Advanced Activated Sludge Treatment process. They are used at the end of each independently operating aeration system in order to measure the performance of each system. Readings are logged daily and used for troubleshooting and optimizing the Advanced Sludge Treatment Process. The sensors currently in use are over eight years old and in need of replacement.

The Public Utilities Department has obtained the attached quotation from HACH Company. A copy of the quotation is attached for reference.

RECOMMENDATION:

It is recommended that City Council appropriate funding in the amount of \$2,100, which includes estimated shipping costs, from the Sewer Surplus Fund for purchase two Oxidation Reduction Potential meters for use by the Wastewater Division.

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

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

Prepared by: [Signature]
Approved for Content by: [Signature]
Financial Review (where applicable): May Horn
Legal Review (where applicable): [Signature]
Accepted for Council Agenda: [Signature]

Quotation/ProForma Invoice



Be Right™

HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive,
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207, Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account 8765602385
Routing (ABA) : 026009593
Swift Code: BOFAUS3N

Quote Number 312714030

Version Number

0

(USE QUOTE Number at time of order to ensure you receive prices quoted).

Customer Ref RFQ 062013 #2
Second Customer Ref
Third Customer Ref
Payment Terms Subject to Credit Review
Currency USD
Freight Terms Prepay And Bill Customer
Ship Method RPS-RPS**FedEx- -Ground
Quote Date 06/20/2013
Expiration Date 08/19/2013
Sales Contact MICK DOLLENMAYER
Customer Number 051216
Quote Contact RANDY HASSLER
Phone 5138587760
Fax
E-Mail rhassler@fairfield-city.org

Bill-To Account

169855
CITY OF FAIRFIELD
PURCHASING DEPT
5350 PLEASANT AVE

FAIRFIELD,OH,45014-3597
United States

Ship-To Account

190175
CITY OF FAIRFIELD
PURCHASING DEPT
5350 PLEASANT AVE

FAIRFIELD,OH,45014-3597
United States

Deliver-To Account

Line	Item No	Description	Quantity	Unit Price	Extended Amount
1.1	DRD1P5	pHD sc, Differential ORP Digital Sensor, PEEK Body Material, Convertible Body Style, Platinum Electrode, 70 C (158 F) Maximum Temperature	2	958.00	1,916.00
2.1	25M2A1001-115	200 mV, ORP reference solution, 500 ml (1 pint)	2	54.49	108.98

Quotation/ProForma Invoice

Page 2 of 3
Date 06/20/2013

Merchandise Total: \$2,024.98
Total : \$2,024.98

NOTES :

Additional charges may be added for certain heavy/large items shipping to US Destinations.

THANK YOU FOR YOUR QUOTE REQUEST. PLEASE NOTE:

=====

TO ENSURE YOU RECEIVE QUOTED PRICING, PLEASE E-MAIL YOUR ORDER TO ORDERS@HACH.COM OR FAX TO 970-669-2932 AND INCLUDE YOUR QUOTE NUMBER.

MOST ITEMS ARE AVAILABLE WITHIN 30 DAYS AFTER RECEIPT OF PURCHASE ORDER. ITEMS IN STOCK WILL SHIP WITHIN 48 HOURS.

=====

PRICES QUOTED ARE VALID ONLY FOR ORDERS BILLING-SHIPPING WITHIN THE USA, NOT ULTIMATE EXPORT.

=====

THIS QUOTATION DOES NOT INCLUDE FREIGHT CHARGES. PLEASE REFER TO THE ENCLOSED FREIGHT SCHEDULE, WHICH IS BASED ON THE TOTAL DOLLAR AMOUNT PER SHIPMENT.

=====

SHIPPING TERMS ARE FOB SHIPPING POINT. CUSTOMERS ARE RESPONSIBLE FOR PAYING FREIGHT CHARGES ON ORDERS. FREIGHT IS PREPAID AND ADDED TO YOUR INVOICE.

=====

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

IN LIEU OF PAYMENT TERMS, HACH RESERVES THE RIGHT TO REQUIRE CASH OR CREDIT CARD PAYMENT IN ADVANCE OF DELIVERY.

Taxes will be added at time of order for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.

Quotation/ProForma Invoice

Page 3 of 3
Date 06/20/2013

Nanette Meyer

Prepared By:

Hach Hydromet 800-949-3766 Fax: 970-461-3921	Hach Flow Products & Services 800-368-2723 Fax: 970-619-5150	Environmental Test Systems (ETS) 800-548-4381 Fax: 970-619- 5025	Other Hach Brands 800-454-0263 Fax: 970-461-3919
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Southeast Service Center
 4485 Commerce Dr. Suite 109
 Buford, GA 30518-3473
 Phone: (770) 271-2106
 (800) 331-8783
 Fax: (770) 925-9406

Customer: City of Fairfield
 [Name] Brad Abner
 [Company Name]
 [Street Address]
 [City, ST ZIP]
 [Phone]
 [Fax]
 [Email] babner@fairfield-city.org

Quote #: AB-Q001607R1
Quote Date: 6/11/2013
Terms: Net 30 Days
Pricing: Valid 60 Days
Freight Terms: FOB Buford, Ga

Item #	Description	Qty	Unit Price	Extended Price	Delivery
1	Muffin Monster Model: CDD3210-AD Service Program: Repair Grinder SN: S002769-2-1 Cutters: 1:1, 11 Cam, 8620 STL Seals: Buna Elastomers Drum Type: Coil Used with Auger: N/A Frame/Guide Plate: N/A Paint: Epoxy Hunter Green Repair price not to exceed \$21,000, including freight. <i>Please verify serial # and model # are correct</i> <i>Round Trip Freight Included</i>	1	\$21,000.00	\$21,000.00	4 to 6 weeks ARO
			Total	\$21,000.00	

Explanation of Service Programs:

- 1. Exchange Program:** To minimize machine down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your unit requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty.
- 2. Repair Program:** You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
- 3. New Cutter Cartridge:** We can replace your Muffin Monster with an identical grinder using all new parts.
- 4. Parts:** You can elect to replace parts on your Muffin Monster. Your manual will reference all Part #.
- These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
- Please note there will be a 20% restocking fee on all returned items.
- JWCE's standard one year warranty included except for older models i.e. GTS, MS and SPF models.
- Please send a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
 Adam Barlow
 Revised by Teri Smith 06/11/13
 Customer Service
Adamb@jwce.com

JWC ENVIRONMENTAL

TERMS AND CONDITIONS OF SALE – SERVICE AGREEMENT

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the Products) and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, the attached agreement or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants the Product identified in the attached Service Agreement during the term specified in the agreement, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES,

EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

JWC ENVIRONMENTAL

TERMS AND CONDITIONS OF SALE – SERVICE AGREEMENT

(continued)

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

Item No. 11.11.13

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

Date 7-8-2013

Item:

An appropriation in the amount of \$7,000 for the purchase of a HP large format printer/scanner.

Financial Impact:

There is a financial impact with this request. The appropriation should be placed into the Capital Improvement fund.

Synopsis:

A large format scanner is needed to digitize drawings for input into the Geographic Information System, archiving and distribution of plan documents to various Boards and Commissions.

Background:

The department's scanner is ten years old and currently inoperable. The software support needed to repair it is no longer available.

Recommendation:

It is recommended that City Council pass this appropriation enabling the department to continue digitizing drawings for the uses explained above.

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

Yes.
N/A.

Prepared by: Peggy Flanagan

Approved for Content by: Timothy Bealman

Financial Review (where applicable) May Hopt

Legal Review (where applicable) J. C. A. Clemmons

Accepted for Council Agenda: Heather Wilson



Dayton Associates*Inc. dba Daycad
 10407 Stream Park Ct.
 Centerville, Ohio 45458
 937.885.3550 voice 937.847.9169 fax

Proposal

DATE	Proposal No
5/30/2013	455795

NAME / ADDRESS
City of Fairfield / Peggy Flaig 5350 Pleasant Avenue Fairfield, OH 45014

REP	PROJECT
WRH	Public Works

ITEM	DESCRIPTION	QTY	RATE	TOTAL
CN728A	T2300PS eMFP 44" color system CN728A New PS printer, scanner, stand, basket & controllers w/ 1 year on site warranty. STS .State Contract Pricing 533268..2..HEWLETT..PACKARD	1	9,444.45	9,444.45T
T Discount	Cumulative discounts including scanner trade, Net 00, Instant rebates, Daycad Direct Discounts		-2,500.00	-2,500.00
H4518E	H4518E HP Network Install for Designjet Service • Expert installation by an HP Service Engineer • Monday - Friday, 8 AM - 5 PM, local hours • Complete assembly of all hardware components STS .State Contract Pricing 533268..2..HEWLETT..PACKARD	1	345.00	Paid by HP
C6810A	C6810A HP Bright White Inkjet Bond Paper. 36"x300' roll on 2" core. STS .State Contract Pricing 533268..2..HEWLETT..PACKARD	2	50.00	Paid by HP
Freight	Freight Exempt from Sales Tax, Form on file		250.00 0.00	Paid by HP
TOTAL				\$ 6,944.45

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 113-12 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, 2013, AND ENDING DECEMBER 31, 2013."

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

Section 1. Ordinance No. 113-12, the 2013 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$31,600
To:	40216025-252000 Improvements Other Than Building <i>(Building Security at Fire Houses (\$17,500) and Fire Alarm Upgrades (\$7,100))</i>	\$24,600
To:	40216025-253200 Capital Equipment <i>(Replacement Printer/Scanner)</i>	\$7,000
From:	Unappropriated Street Improvement Fund	\$68,480
To:	40116023-233300 Engineering Services <i>(Engineering at Exit 39 - South Gilmore/Winton Road)</i>	\$12,000
To:	40116023-234700 Traffic Control Maintenance <i>(Replacement of Damaged Traffic Controller at By-Pass 4 & Diversion Rd)</i>	\$16,480
To:	40116025-252000 Improvements Other Than Buildings <i>(Additional Landscaping and Signage at Winton Road/South Gilmore)</i>	\$40,000
From:	Unappropriated Water Surplus Fund	\$16,545
To:	60516025-252000 Improvements Other Than Buildings <i>(Coping Cleaning and Sealing at Water Plant (\$7,395) and Security Improvements (\$9,150))</i>	\$16,545

From: Unappropriated Sewer Surplus Fund **\$11,700**
To: 62416025-253200 Capital Equipment **\$11,700**
(Methane and Oxygen Sensors at Wastewater Plant (\$9,600) and Oxidation Reduction Potential Meters/Sensors (\$2,100))

From: Unappropriated Sewer Expansion Fund **\$21,000**
To: 40816025-252000 Improvements Other Than Buildings **\$21,000**
(Channel Grinder Overhaul)

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 COMMUNICATION

ITEM:

July 8, 2013

Request for appropriation for **contractual** agenda items.

FINANCIAL IMPACT:

\$82,000.00 from noted funding source.

SYNOPSIS:

The following appropriations have been requested to fund the contracts appearing under New Business on Council's meeting agenda dated July 8, 2013:

\$82,000 for the rebuilding of the Parkson Aqua Guard Self-Cleaning Bar/Filter Screen.

BACKGROUND:

Please refer to specific Council Communications dated July 8, 2013 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? yes

If yes, explain no above

Emergency Provision Needed? yes

If yes, explain no above

Prepared by: Alicia Wilson

Approved for Content by: Alicia Wilson

Financial Review (where applicable) by:

Legal Review (where applicable) by: John A. [Signature]

Accepted by Council Agenda: Alicia Wilson

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 113-12 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, 2013, AND ENDING DECEMBER 31, 2013."

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

Section 1. Ordinance No. 113-12, the 2013 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Sewer Surplus Fund	\$82,000
To:	62416025-252000 Improvements Other Than Building <i>(Self-Cleaning Bar/Filter Screen for Wastewater Plant Maintenance)</i>	\$82,000

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: July 8, 2013

Exit 39 – South Gilmore / Winton Road Improvements relocation of street lighting.

FINANCIAL IMPACT:

\$52,666 from the Street Improvement Fund.

SYNOPSIS:

Appropriation of funds for Duke Energy's relocation of existing street lighting for the project known as Exit 39 – South Gilmore / Winton Road Improvements referred to by ODOT as - HAM / BUT CR239 – 9.49 (PID #83469). Seven existing lights on the east side of South Gilmore Road were removed for the construction of the project and re-erected after the widening was complete.

This funding was appropriated in 2011 but not encumbered because the total amount was not known until the work was completed earlier this year.

BACKGROUND:

The project includes widening northbound South Gilmore / Winton Road from Smiley to Kolb with additional widening for northbound Gilmore at Mack and Southbound Gilmore at the eastbound I-275 off-ramp. The bridge over I-275 is being widened and improved to accommodate the additional lanes. The project is scheduled to be complete this summer.

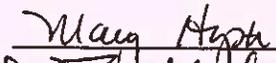
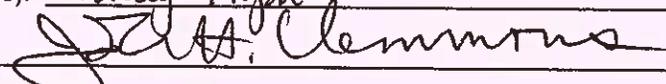
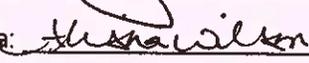
RECOMMENDATION:

It is recommended that City Council authorize the preparation of legislation appropriating the necessary funds for the street lighting relocation for the Exit 39 – South Gilmore / Winton Road Improvements referred to by ODOT as - HAM / BUT CR239 – 9.49 (PID #83469).

In order process this payment as soon as possible, a suspension of rules and emergency provision is being requested.

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: Approved for Content by: Financial Review (where applicable): Legal Review (where applicable): Accepted for Council Agenda: 

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DUKE ENERGY FOR RELOCATION OF STREET LIGHTING ALONG S. GILMORE/WINTON ROAD AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Duke Energy for relocation of street lighting along S. Gilmore/Winton Road 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 project is to be completed this summer; 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:

July 8, 2013

Request for appropriation for **contractual** agenda items.

FINANCIAL IMPACT:

\$52,666.00 from noted funding source.

SYNOPSIS:

The following appropriations have been requested to fund the contracts appearing under New Business on Council's meeting agenda dated July 8, 2013:

\$52,666 for the relocation of street lighting (Duke Energy)

BACKGROUND:

Please refer to specific Council Communications dated July 8, 2013 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: *Lisa Wilson*
 Approved for Content by: *Lisa Wilson*
 Financial Review (where applicable) by: *[Signature]*
 Legal Review (where applicable) by: *[Signature]*
 Accepted by Council Agenda: *Lisa Wilson*

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 113-12 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, 2013, AND ENDING DECEMBER 31, 2013."

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

Section 1. Ordinance No. 113-12, the 2013 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated Capital Improvement Fund	\$52,666
To:	40216025-252000 Improvements Other Than Building <i>(Lighting Relocation at South Gilmore/Winton Road Project)</i>	\$52,666

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