

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

**Tuesday, October 14, 2014**

**7:00 PM**

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

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

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

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

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**1. Call to Order**

**2. Prayer/Pledge of Allegiance**

**3. Roll Call**

**4. Agenda Modifications**

**5. Executive Session Requests**

**6. Public Hearing(s)**

**7. Special Presentations and Citizen Comments**

- a) Fairfield Chamber of Commerce Business Spotlight – Ms. Lisa Hill, Lisa's Kitchen

**8. Mayor/Council Reports**

**9. Approval of Minutes**

- a) Regular Meeting Minutes of September 22, 2014

**10. OLD BUSINESS**

**(A) DEVELOPMENT SERVICES COMMITTEE**

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

- (1) Ordinance to amend Chapters 1133 and 1165 of the Zoning Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to the definitions and principal permitted and conditional uses in the C-3 General Business District, and C-3A, General Business District Modified, Zoning Districts.

- Motion – Amend Ordinance per Planning Commission recommendation
- Ordinance – Second Reading

- (2) Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the amended concept plan for the Village Green Planned Unit Development and the Final Development Plan for City Center Place Lifestyle Condominiums.

- Motion – Remove Ordinance from agenda, per request of property owner

**11. NEW BUSINESS**

**(A) DEVELOPMENT SERVICES COMMITTEE**

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

(1) Ordinance to authorize the City Manager to execute the FY 2015 Community Development Block Grant (CDBG) Application and Agreement and declaring an emergency.

- Motion – Read by Title Only (Optional)
- Ordinance – First Reading

(B) **PUBLIC WORKS COMMITTEE**

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

(1) 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.

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

(C) **FINANCE & BUDGET COMMITTEE**

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

(1) Contractual Appropriations - \$45,000 for engineering for John Gray Road Improvements between Winton Road and Pleasant Avenue.

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

(2) Non-Contractual Appropriations - \$45,000 for replacement of uninterrupted power supply (UPS); \$42,500 for 20'x20' shelter house at Fairfield Youth Playfields on River Road and 21'x20' shelter house attached to bait house at Thomas O. Marsh Park; \$24,000 for contracted drainage improvements; \$18,500 replacement of several network switches across the city; \$5,200 for replacement of one portion of the network connectivity at the Water Treatment Plant; \$7,480 for concrete repairs at Water Treatment Plant; \$11,271 for purchase of one centrifugal sludge pump.

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

12. **Meeting Schedule**

Monday, October 27	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, November 10	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, November 24	Council-Manager Briefing, 5:30 p.m.; Regular Meeting, 7:00 p.m.

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

14. **Adjournment**

MINUTES  
REGULAR MEETING OF COUNCIL  
SEPTEMBER 22, 2014

**Call to Order**

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

**Prayer/Pledge of Allegiance**

Councilmember Judd led in prayer and the Pledge of Allegiance.

**Roll Call**

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

**Agenda Modifications**

**Executive Session Requests**

Councilmember Judd, seconded by Councilmember Pennington, moved for Executive Session to discuss employment of personnel and purchase of real estate. Motion carried 7-0.

**Public Hearing(s)**

**Joint Public Hearing - Planning and Zoning Code Modifications**

Mayor Miller opened the Joint Public Hearing at 7:08 PM. Clerk Wilson called the roll of Council and Planning Commission. Councilmembers Jones, Judd, Pennington, Senger, Oberson, Snyder and Woeste. Commissioners Hasselbeck, Hassler, Lepsky, D'Epifanio, Myron and Morris. Clerk Wilson read the Public Hearing Notice. Development Services Director explained the proposed changes to the Planning and Zoning Code, and a copy of his presentation is attached. The changes affect the auto, motorcycle, boat and recreational vehicle sales lots, as well as the storage sheds and play structures sales lots. The proposed changes will deal with several issues, such as circulation and encroachment, and change the uses from principal permitted to conditional, which means it will require more oversight and review from the Planning Commission to make sure any issues are addressed. Principle permitted use does not require oversight from the Planning Commission. Current sales lots, both new and used, will be grandfathered in with the current standards. The ordinance will go back to the Planning Commission at their meeting on September 24, 2014 at 6:00 PM for review, and if there is a recommendation made from that meeting, there will be a second reading on October 14 and a third reading on October 27. There were no questions from Council, Planning Commission or residents. The public hearing closed at 7:18 PM.

**Special Presentations and Citizen Comments**

**Proclamation from the Mayor - Betty L. Kellum**

Mayor Miller presented a proclamation to Betty L. Kellum. He thanked her for her dedication and support of the city and told her he was proud to honor her with a proclamation.

### **Mayor/Council Reports**

Councilmember Woeste thanked Development Services Director Bachman and his staff, including Planning Manager Erin Donovan, as well as Law Director Clemmons, for their work in putting together the recommended changes to the Planning and Zoning Code.

Councilmember Snyder commented on two short plays by local playwrights at the Community Arts Center. "Mama's Bible" by Victoria Bailey and "Words in the Air" by Bridget Ossmann will be performed at 8 PM on September 26-27 and October 3-4 and at 2 PM on September 28 and October 5. He also commented on a new brain disease support group founded by Brenda Reams, which will meet on September 25 at 6 PM at Lane Library.

Councilmember Oberson reported that the sidewalk program for this year has been completed and markings have been started for next year's program. The curb replacement is ongoing this week.

Councilmember Pennington reported that the last night for the golf scramble is September 26 at Fairfield North Trace and the last movie in the park will be October 3. She also thanked Parks and Recreation Director Jim Bell and his staff for the annual Cruise In on the Green.

Councilmember Jones reported that more targeted enforcement will be taking place in school zones, as well as safety training to keep students safe in emergency situations.

### **Approval of Minutes**

Regular Meeting Minutes of September 8, 2014

- The Regular Meeting Minutes of September 8, 2014 were approved as written.

### **OLD BUSINESS**

#### **DEVELOPMENT SERVICES COMMITTEE**

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

Ordinance to amend Chapters 1133 and 1165 of the Zoning Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to the definitions and principal permitted and conditional uses in the C-3 General Business District, and C-3A, General Business District Modified, Zoning Districts.

The second reading of this ordinance was held pending a recommendation from the Planning Commission.

### **NEW BUSINESS**

#### **COMMUNITY & PUBLIC RELATIONS COMMITTEE**

**Mike Snyder, Chairman; Bill Woeste, Vice Chairman, Debbie Pennington, Member**

Simple Motion: Motion to approve the November and December 2014 meeting schedule as detailed in the Council Letter 11(A)(1).

Councilmember Snyder, seconded by Councilmember Jones, moved to approve the November and December meeting schedule. Motion carried 7-0. SIMPLE MOTION NO. 21-14. APPROVED 7-0.

## **PUBLIC SAFETY COMMITTEE**

**Adam Jones, Chairman; Marty Judd, Vice Chairman, Terry Senger, Member**

Simple Motion: Motion to approve liquor permit application in the name of Lake Country Distributing, Inc. dba Miles of Golf, 6400 Dixie Highway, Fairfield, OH 45014. (Permit Classes: D1 and D2)

Councilmember Jones, seconded by Councilmember Senger, moved to approve a liquor permit application in the name of Lake Country Distributing, Inc. dba Miles of Golf. Motion carried 7-0. SIMPLE MOTION NO. 22-14. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into a Mutual Aid Agreement through the Butler County Hazardous Materials Cooperative Board and declaring an emergency.

Councilmember Adam Jones, seconded by Councilmember Terry Senger moved to read the following ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended a mutual aid agreement with Butler County Hazardous Materials Cooperative Board. This is a standard agreement in the event of a hazardous materials spill in Fairfield. Legislative Action: Councilmember Jones presented the first reading of this ordinance.

Councilmember Adam Jones, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Adam Jones, seconded by Councilmember Marty Judd moved to adopt. Motion Carried 7-0. ORDINANCE NO. 88-14. APPROVED 7-0.

## **DEVELOPMENT SERVICES COMMITTEE**

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

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the amended concept plan for the Village Green Planned Unit Development and the Final Development Plan for City Center Place Lifestyle Condominiums.

Councilmember Bill Woeste, seconded by Councilmember Adam Jones moved to read the following ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended an ordinance to amend the Zoning Map for the Village Green Planned Unit Development and the Final Development Plan for City Center Place Lifestyle Condominiums. This will be the first reading and the public hearing will take place on October 14. Legislative Action: Councilmember Woeste presented the first reading of this ordinance.

## **PUBLIC WORKS COMMITTEE**

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

Ordinance to authorize the City Manager to enter into an engineering and construction agreement with the Hamilton County Board of Commissioners and Engineer for the project known as John Gray Road Improvements between Winton Road and Pleasant Avenue and declaring an emergency.

Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to read the following ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended an engineering and construction agreement with Hamilton County for the John Gray Road Improvements Project. The cost of the project will be divided equally between Fairfield and Hamilton County, with the exception of moving a water main that belongs to Fairfield. The city will pay the full cost of moving that water main. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Chad Oberson, seconded by Councilmember Marty Judd moved to adopt . Motion Carried 7-0. ORDINANCE NO. 89-14. APPROVED 7-0.

## **PUBLIC UTILITIES COMMITTEE**

**Marty Judd, Chairman; Chad Oberson, Vice Chairman, Adam Jones, Member**

Ordinance to authorize the City Manager to enter into a contract with Insituform Technologies, LLC for the inversion re-lining of sanitary sewer lines.

Councilmember Marty Judd, seconded by Councilmember Debbie Pennington moved to read the following ordinance by title only. Motion Carried 7-0.

Background: City Manager Pizzano recommended a contract with Insituform Technologies for inversion re-lining of sanitary sewer lines. This is a process that saves the city money by extending the life of the sewer lines, instead of replacing the line. Legislative Action: Councilmember Judd presented the first reading of this ordinance.

Councilmember Marty Judd, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Marty Judd, seconded by Councilmember Bill Woeste moved to adopt . Motion Carried 7-0. ORDINANCE NO. 90-14. APPROVED 7-0.

## **FINANCE & BUDGET COMMITTEE**

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

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to read the following three (3) ordinances by title only. Motion Carried 7-0.

Ordinance to reconcile accounts.

Background: City Manager Pizzano recommended an ordinance to reconcile accounts. This is done routinely to keep the accounts balanced. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Mike Snyder moved to adopt . Motion Carried 7-0. ORDINANCE NO. 91-14. APPROVED 7-0.

#### Contractual Appropriations - \$133,000 inversion re-lining of sanitary sewer lines

Background: City Manager Pizzano recommended the contractual appropriation for the inversion re-lining of sanitary sewer lines. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Marty Judd moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Marty Judd moved to adopt . Motion Carried 7-0. ORDINANCE NO. 92-14. APPROVED 7-0.

#### Non-Contractual Appropriations - \$29,900 Gold Star Family Memorial Monument for Veterans Memorial Park; \$44,400 Phase I of Irrigation Field Controller and Rotor Replacement Project at Fairfield South Trace Golf Course

Background: City Manager Pizzano recommended non-contractual appropriations for a Gold Star Family Memorial Monument for Veteran's Memorial Park and phase I of an irrigation project at Fairfield South Trace Golf Course. Legislative Action: Councilmember Senger presented the first reading of this ordinance. He thanked City Manager Pizzano, Parks and Recreation Director Bell and Fire Chief Bennett for their hard work in researching and selecting this monument for the park. He stated that this will be a great addition to the park, as well, as provide an opportunity for residents to learn more about Gold Star Families.

Councilmember Terry Senger, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Bill Woeste moved to adopt . Motion Carried 7-0. ORDINANCE NO. 93-14. APPROVED 7-0.

#### **Meeting Schedule**

Clerk Wilson read the following meeting schedule:

- Tuesday, October 14 Regular Meeting, 7:00 p.m.
- Monday, October 27 Regular Meeting, 7:00 p.m.
- Monday, November 10 Regular Meeting, 7:00 p.m.

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

Council adjourned to Executive Session at 7:40 PM.

**Adjournment**

The Regular Meeting of Council adjourned at 8:50 PM.

ATTEST:

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

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

Date Approved \_\_\_\_\_



# Public Hearing

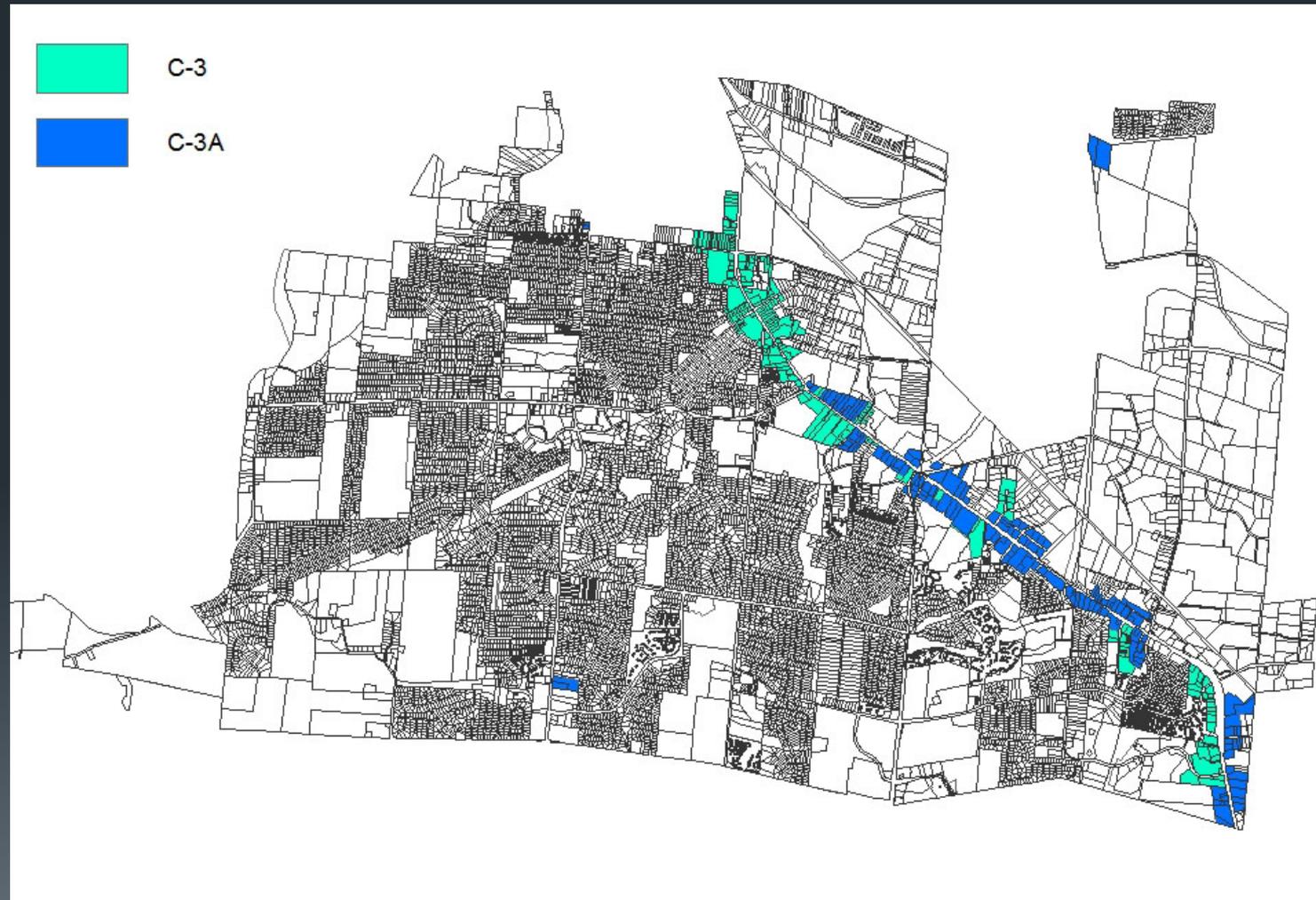
September 22, 2014



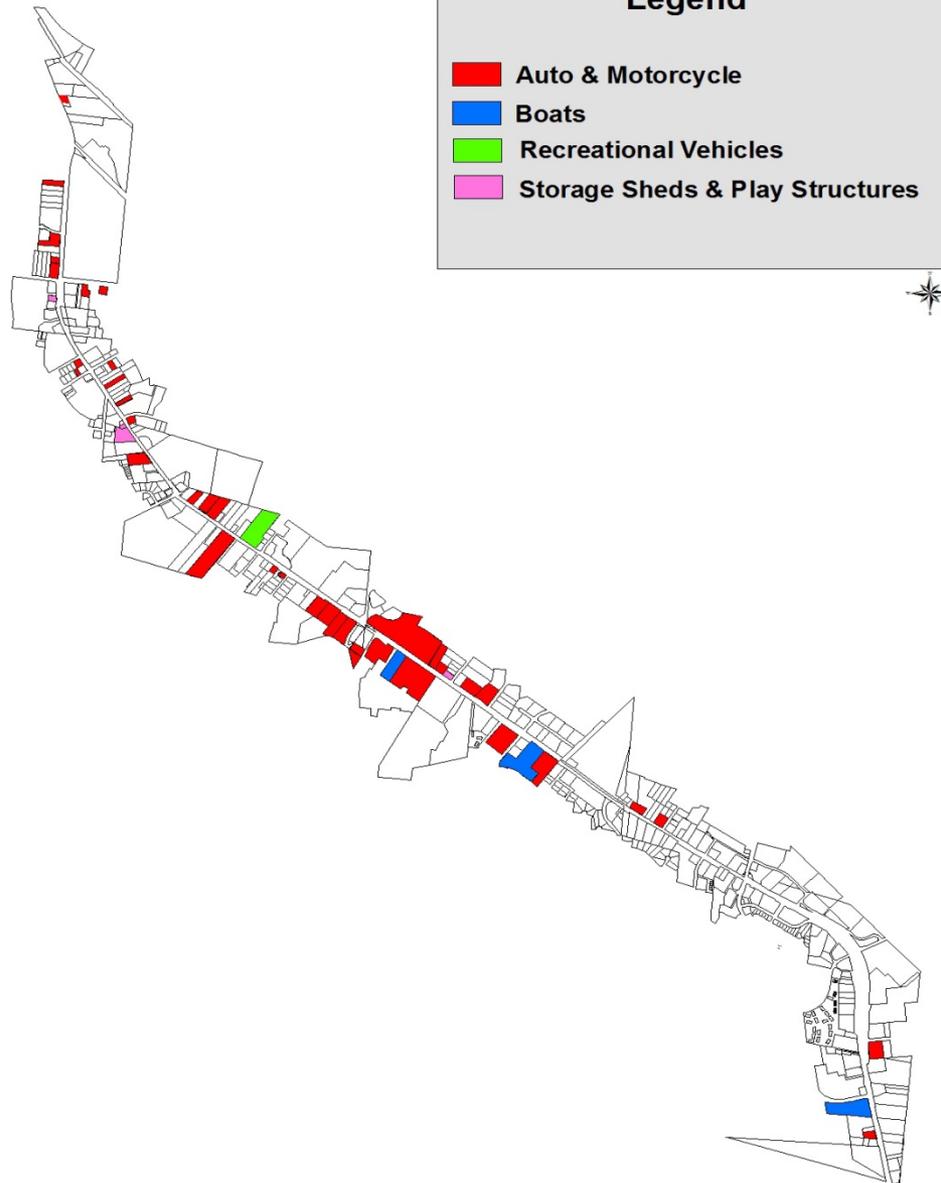
# Background

- Update the zoning ordinances every couple of years; last update was 1 1/2 years ago.
- Changes were recommended by the Planning Commission and by past cases from the Board of Zoning Appeals.
- The changes this year center around permitted uses and conditional uses in the C-3 and C3-A zoning districts.

# C-3 & C-3A Zoning Districts



# Route 4 Sales Lots



# Used Auto Sales Areas

Access & Circulation Issues



Encroachment



Re-use of business

# Storage Shed/Barn & Play Structure Sales/Display Areas



# Chapter 1165 C-3 General Business District Motor Vehicle Sales Area

- Modify zoning from principal permitted to conditional use for vehicle sales, boats and recreational vehicles.
- All existing sales lots, new and used, existing at the time of any change in zoning are “grandfathered.”
- 1165.02 Conditional Uses
  - **MOTOR VEHICLE, BOAT, RECREATIONAL VEHICLE OR TRAILER SALES AREAS. SUBJECT TO THE FOLLOWING CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION:**
    - (1) **INGRESS, EGRESS AND INTERNAL CIRCULATION.**
    - (2) **SIGHT DISTANCE AND VISIBILITY.**
    - (3) **SETBACK FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.**
    - (4) **PERIMETER CURBING, BUFFER AREA, PARKING LOT STRIPING AND SIMILAR AESTHETIC ATTRIBUTES.**

# Chapter 1165 C-3 General Business District Storage and Play Structure Sales Areas

- Modify zoning from principal permitted to conditional use for storage sheds barns, and play structure sales and display areas.
- All sales shed lots existing at the time of any change in zoning are “grandfathered.”
- 1165.02 Conditional Uses
  - **STORAGE SHED OR BARN OR PLAY STRUCTURE SALES OR DISPLAY AREAS. SUBJECT TO THE FOLLOWING CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION:**
    - (1) ACCESS AND INTERNAL CIRCULATION.
    - (2) SIGHT DISTANCE AND VISIBILITY.
    - (3) SETBACK FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.
    - (4) LOT COVERAGE AND SIMILAR AESTHETIC ATTRIBUTES.



# Process

- Public Hearing – September 22, 2014
- Planning Commission – Wednesday, September 24, 2014 @ 6:00 PM
- Second Reading – Tuesday, October 14, 2014 @ 7:00 PM
- Third Reading – Monday, October 27, 2014 @ 7:00 PM



# Questions and Comments

Item No. 11 (B)(1)

City of Fairfield, Ohio  
City Council Meeting Communication

Date 8-11-2014

**Item:**

An ordinance modifying Chapters 1133 (Definitions) and 1165 (C-3 General Business District) of the Planning and Zoning Code as part of the Fairfield Codified Ordinances.

**Financial Impact:**

There is no financial impact with this request.

**Synopsis:**

It is necessary to periodically update various provisions of the code to address relevant zoning issues within the City and to clarify existing zoning regulations.

**Background:**

Code elements that are being reviewed include:

1. Modification of "motor vehicle or trailer sales area" definition to include boats and recreational vehicles and to address access, circulation and site aesthetics.
2. Addition of a new definition that addresses outdoor storage shed, barn, and play structure sales lots.
3. Modification of the C-3, General Business District, to make sales lots for motor vehicles, boats, recreational vehicles, trailers, storage sheds, barns and play structures a conditional use. The attached map displays all parcels in the City zoned C-3 and C-3A. C-3A defaults to C-3 in terms of conditional uses.

**Recommendation:**

It is recommended that City Council have a first reading on this ordinance at the August 11, 2014 meeting and set the public hearing date for September 22, 2014.

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

Prepared by: Eric Doser (Planning Manager)

Approved for Content by: Wendy Beckman

Financial Review (where applicable) Wendy Beckman

Legal Review (where applicable) Scott Clemmons

Accepted for Council Agenda: Wendy Beckman

# C-3 and C-3A Zoning Districts



CHAPTER 1133.01 Definitions

(62) "Motor vehicle, **BOAT, RECREATIONAL VEHICLE** or trailer sales area" means an open area[, ~~other than a street,~~] used for the display, sale or rental of new or used motor vehicles, **BOATS, RECREATIONAL VEHICLES** or trailers in operable condition. [~~and where no repair work is done.~~]

(72.1) "**STORAGE SHED OR BARN OR PLAY STRUCTURE SALES OR DISPLAY LOTS**" MEANS AN OPEAN AREA USED FOR THE DISPLAY, SALE OR RENTAL OF STORAGE SHEDS OR BARNS OR PLAY STRUCTURES.

CHAPTER 1165  
C-3 General Business District

- |                                   |   |
|-----------------------------------|---|
| 1165.01 Principal permitted uses. | 1165.05 Lot area, frontage and yard requirements. |
| 1165.02 Conditional uses.         | 1165.06 Courts.                                   |
| 1165.03 Accessory uses.           | 1165.07 Height Regulations.                       |
| 1165.04 Required conditions.      |   |

CROSS REFERENCES

- Exceptions and modifications – see P. & Z. Ch. 1180  
Trailer parks – see P. & Z. Ch. 1185  
Signs – see P. & Z. Ch. 1187  
Service stations; garages – see P. & Z. Ch. 1189  
Nonconforming uses – see P. & Z. Ch. 1198

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1165.01 PRINCIPAL PERMITTED USES.

No building, structure or land shall be erected, altered, enlarged or used which is arranged or designed for other than one of the following uses except as provided in Chapter 1198.

(a) General. Any use permitted and as regulated in the C-2 District except as modified herein.

(b) Retail and Service. Laundries, clothes cleaning or dyeing establishments, used merchandise stores.

(c) Wholesale. Any wholesale business and mail order houses, including incidental warehousing; commercial greenhouses.

(d) Motor Vehicle Service; ~~Farm Implements. Automobiles, trucks, trailers, farm implements for sale, display, hire or~~ Major or minor motor vehicle repair, ~~including sales lots, used car lots, trailer sales lots,~~ repair garages, body and fender shops, and paint shops, but not including junk storage, all subject to the provisions of Chapter 1189 and provided that buildings shall be at least fifty feet from any A or R District, and shall have no openings adjoining the A or R District other than stationary windows and fire escapes.

(e) Animal Hospital, Veterinary Clinic. Animal hospitals, kennels, display and housing or boarding of pets and other domestic animals, provided that any enclosure or building in which the animals are kept shall be at least 100 feet from any A or R District and at least fifty feet from any other C District. Exercise runs shall be enclosed on four sides by an unpierced well-maintained fence or wall at least six feet in height.

(f) Commercial Recreation Facility.

(g) Building and Related Trade. Carpenter shops, electrical, plumbing, paint shops, heating and tin shops, paper-hanging shops, furniture upholstery and similar enterprises, but not within fifty feet of any A or R District.

- (h) Bottling Works. Bottling of soft drinks or milk and distribution stations therefor, providing a building used for such processing and/or distribution, shall be at least 100 feet from any A or R District.
- (i) Signs. As regulated and defined in Chapter 1187.
- (j) Drive-thru Facilities. Any establishment with drive-thru facilities as defined in Section 1133.01(29).
- (k) Car Washes. (Ord. 94-84. Passed 7-9-84.)

#### 1165.02 CONDITIONAL USES.

- (a) General. All conditional uses as permitted and as regulated in the C-2 District, except as modified herein.
- (b) Trailer Park. Subject to the provisions of Chapter 1185.
- (c) Warehousing Storage and Trucking Terminal. Warehouses for the storage of merchandise and materials, trucking or motor freight stations or terminals, carting, expressing or hauling establishments, contractor and building material yards, providing no such uses are conducted within 200 feet of any A or R District.
- (d) Laboratory. Experimental film or testing laboratories, provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.
- (e) Manufacturing. The manufacturing, compounding, processing, packaging, and assembling of products, such as:
  - (1) Bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food and meat products except fish, sauerkraut, vinegar, yeast and the rendering or refining of fats or oils.
  - (2) Musical instruments, toys, novelties, rubber or metal stamps and other small rubber products.
  - (3) Electrical and electric appliances, instruments and devices, television sets, radios, phonographs.
  - (4) Electric and neon signs, billboards and other commercial advertising structures; light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.
- (f) Public Utility. Public utility buildings and structures including storage yards.
- (g) Self-Service Car Washes.
- (h) Residential. One residential use only where such use is incidental to a principal permitted use.
- (i) Other Uses. Any other use which is determined by the Commission to be of the same general character as the above permitted uses, but not including junk yards or any use other than those above, which is first permitted in the M-1 District or which is prohibited in the M-1 District. (Ord. 94-84. Passed 7-9-84.)
- (j) Sexually Oriented Businesses. Sexually oriented businesses may be permitted as conditional uses, subject to the following specific conditions:
  - (1) No sexually oriented business shall be located within a radius of 1,000 feet of any residentially zoned or used property.
  - (2) No sexually oriented business shall be located within a radius of 1,000 feet of any church, synagogue, permanently established place of worship, school, library, park or public playground.

- (3) No sexually oriented business shall be located within 1,000 feet of any other sexually oriented business and no building, premise, structure or other facility that contains any sexually oriented business shall contain any other kind of sexually oriented business.
- (4) Distances for purposes of this section shall be from property line to property line along the shortest possible course, regardless of any customary or common route or path of travel, i.e., "as the crow flies" and includes both property in the City of Fairfield and in any other political subdivision.
- (5) Sexually oriented businesses may operate only between the hours of 10:00 a.m. and 10:00 p.m. Monday through Saturday and shall be closed on Sundays and national holidays.

(Ord. 154-96. Passed 10-15-96.)

(k) Flea Markets. Subject to the following required conditions:

- (1) No outdoor sales, display or storage.
- (2) Compliance with all Building Code requirements including submission and approval of a proposed plan showing aisles and emergency ingress and egress.
- (3) Only one special event sign as defined and regulated in subsection 1187.03(i) shall be permitted.

(Ord. 9-98. Passed 2-9-98.)

**(L) MOTOR VEHICLE, BOAT, RECREATIONAL VEHICLE AND TRAILER SALES LOTS. SUBJECT TO THE FOLLOWING CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION:**

- (1) INGRESS, EGRESS AND INTERNAL CIRCULATION.
- (2) SITE DISTANCE AND VISIBILITY.
- (3) SETBACK FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.
- (4) PERIMETER CURBING, BUFFER AREA, PARKING LOT STRIPING AND SIMILAR AESTHETIC ATTRIBUTES.

**(M) STORAGE SHED OR BARN OR PLAY STRUCTURE SALES OR DISPLAY LOTS. SUBJECT TO THE FOLLOWING CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION:**

- (1) ACCESS AND INTERNAL CIRCULATION.
- (2) SITE DISTANCE AND VISIBILITY.
- (3) SETBACK FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.
- (4) LOT COVERAGE AND SIMILAR AESTHETIC ATTRIBUTES.

1165.03 ACCESSORY USES.

Accessory uses, buildings, or structures customarily incidental to any principal permitted or conditional use shall be permitted in conjunction with such use including: accessory uses and structures as permitted and as regulated in the C-2 District and such other accessory uses and structures not otherwise prohibited which are customarily accessory and incidental to any of the foregoing permitted C-3 uses. (Ord. 94-84. Passed 7-9-84.)

1165.04 REQUIRED CONDITIONS.

Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, fumes, noise, vibration, refuse matter or water carried waste. (Ord. 94-84. Passed 7-9-84.)

(a) Closed Buildings. All businesses, services or processing shall be conducted wholly within a completely enclosed building except for incidental display of merchandise, sale of motor vehicle fuel, lubricants and other fluids at service stations, loading and unloading operations, parking and such outdoor display or storage of vehicles, merchandise, materials and equipment as does not exceed five percent (5%) of the gross floor area of the principal permitted structure upon the lot or 5,000 square feet, whichever is less. The maximum height permitted is four feet from grade to top of display. The display must not interfere with any pedestrian or vehicular sight distance upon the site or any public thoroughfare. Automobile and other motor vehicle sales, boat sales, outdoor recreation, recreational vehicle sales, manufactured housing sales, construction and farm equipment sales and rental, nursery sales and lumber sales in side and rear yards only are excluded from the requirements of this subsection. The Planning Commission may authorize incidental outdoor display or storage which it determines to be similar to or not more objectionable than those uses already excluded from the requirements of this subsection.

(Ord. 154-96. Passed 10-15-96.)

(b) Night Operation. No building customarily used for night operation, such as a bakery or milk bottling and distribution station, shall have any opening, other than stationary windows or required fire exits, within 100 feet of any A or R District, and any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any A or R District. (Ord. 94-84. Passed 7-9-84.)

(c) Façade Design. After March 31, 2011, all new structures on parcels which abut a regional thoroughfare as defined in the comprehensive plan may not use metal siding or "smooth face" concrete block as the exterior finish material on any façade facing the regional thoroughfare. (Ord. 98-10. Passed 11-8-10.)

1165.05 LOT AREA, FRONTAGE AND YARD REQUIREMENTS.

The following minimum requirements shall be observed, except as provided in Chapter 1180.

	Lot Area (Sq. Ft.)	Lot Frontage (Feet)	Front Yard Depth (Feet)	Side Yard Width (Feet)	Rear Yard Depth (Feet)
(a) <u>Nonresidential Uses.</u>	10,000	None	20	None: except when adjoining A or R Districts, then not less than 25 feet.	None; except when adjoining A or R Districts, then not less than 25 feet.

(b) Screening and Buffering.

<u>Zone</u>	<u>Use</u>	<u>Buffering (Horizontal Dimension)</u>	<u>Screening (Vertical Screen Dimension)</u>
C-3	Business	25' adjoining A and R Districts	6' adjoining A and R Districts

(Ord. 94-84. Passed 7-9-84.)

#### 1165.06 COURTS.

Same as required in the A-1 District. (Ord. 94-84. Passed 7-9-84.)

#### 1165.07 HEIGHT REGULATIONS

No principal or accessory structure shall exceed three stories or fifty feet, whichever is lower, except as provided in Section 1180.02 and except when expressly authorized as a conditional use by the Planning Commission. (Ord. 94-84. Passed 7-9-84.)

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

ORDINANCE TO AMEND CHAPTERS 1133 and 1165 OF THE ZONING CODE OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO RELATIVE TO DEFINITIONS AND PRINCIPAL PERMITTED AND CONDITIONAL USES IN THE C-3 GENERAL BUSINESS DISTRICT, AND C-3A, GENERAL BUSINESS DISTRICT MODIFIED, ZONING DISTRICTS.

WHEREAS, the display for sale or lease of motor vehicles, recreational vehicles, outdoor storage sheds or barns, carports and play structures are currently included as principally permitted uses in the C-3, General Business District, zoning district, and

WHEREAS, such uses are also incorporated by reference as principally permitted uses in the C-3A, General Business District Modified, zoning district, and

WHEREAS, the generally larger size of the items being displayed and/or the density and duration of the displays can have a detrimental impact upon the streets and highways upon which such properties are located and upon the motoring and pedestrian public and upon other properties abutting and in the vicinity, particularly as to the maintenance of meaningful setbacks from the road right-of-way, sight distance and visibility, appropriate ingress and egress, internal circulation within the properties and the aesthetic appearance of the properties so utilized, and

WHEREAS, such uses are generally compatible within the said General Business Districts provided the issues noted above are appropriately addressed, and

WHEREAS, making such uses conditional instead of principally permitted uses will enable the Planning Commission to review and apply additional conditions to address the issues noted above if a property is determined to be appropriate for such conditional use.

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

Section 1. Section 1133.01(62) and Chapter 1165, General Business District, of the Zoning Code of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, are hereby amended and new Section 1133.01(72.1) of said Zoning Code is hereby adopted to read as follows:

See attached Exhibit "A" which is incorporated herein by reference.

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

Passed \_\_\_\_\_

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

Posted \_\_\_\_\_

First Reading \_\_\_\_\_

Rules Suspended \_\_\_\_\_

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

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

ATTEST:

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

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

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

EXHIBIT "A"

CHAPTER 1133.01 Definitions

(62) "Motor vehicle, **BOAT, RECREATIONAL VEHICLE** or trailer sales area" means an open area~~[,other than a street,]~~ used for the display, sale or rental of new or used motor vehicles, **BOATS, RECREATIONAL VEHICLES** or trailers in operable condition. ~~[and where no repair work is done.]~~

**(72.1) "STORAGE SHED OR BARN, CARPORT OR PLAY STRUCTURE SALES OR DISPLAY LOTS" MEANS AN OPEN AREA USED FOR THE DISPLAY, SALE OR RENTAL OF STORAGE SHEDS OR BARNS, CARPORTS OR PLAY STRUCTURES.**

CHAPTER 1165

C-3 General Business District

1165.01 Principal permitted uses.

1165.02 Conditional uses.

1165.03 Accessory uses.

1165.04 Required conditions.

1165.05 Lot area, frontage and yard requirements.

1165.06 Courts.

1165.07 Height Regulations.

CROSS REFERENCES

Exceptions and modifications – see P. & Z. Ch. 1180

Trailer parks – see P. & Z. Ch. 1185

Signs – see P. & Z. Ch. 1187

Service stations; garages – see P. & Z. Ch. 1189

Nonconforming uses – see P. & Z. Ch. 1198

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1165.01 PRINCIPAL PERMITTED USES.

No building, structure or land shall be erected, altered, enlarged or used which is arranged or designed for other than one of the following uses except as provided in Chapter 1198.

(a) General. Any use permitted and as regulated in the C-2 District except as modified herein.

(b) Retail and Service. Laundries, clothes cleaning or dyeing establishments, used merchandise stores.

(c) Wholesale. Any wholesale business and mail order houses, including incidental warehousing; commercial greenhouses.

(d) Motor Vehicle Service~~;~~ ~~Farm Implements. Automobiles, trucks, trailers, farm implements for sale, display, hire or~~ Major or minor motor vehicle repair, ~~[including sales lots, used car lots, trailer sales lots,]~~ repair garages, body and fender shops, and paint shops, but not including junk storage, all subject to the provisions of Chapter 1189 and provided that

buildings shall be at least fifty feet from any A or R District, and shall have no openings adjoining the A or R District other than stationary windows and fire escapes.

(e) Animal Hospital, Veterinary Clinic. Animal hospitals, kennels, display and housing or boarding of pets and other domestic animals, provided that any enclosure or building in which the animals are kept shall be at least 100 feet from any A or R District and at least fifty feet from any other C District. Exercise runs shall be enclosed on four sides by an unpierced well-maintained fence or wall at least six feet in height.

(f) Commercial Recreation Facility.

(g) Building and Related Trade. Carpenter shops, electrical, plumbing, paint shops, heating and tin shops, paper-hanging shops, furniture upholstering and similar enterprises, but not within fifty feet of any A or R District.

(h) Bottling Works. Bottling of soft drinks or milk and distribution stations therefor, providing a building used for such processing and/or distribution, shall be at least 100 feet from any A or R District.

(i) Signs. As regulated and defined in Chapter 1187.

(j) Drive-thru Facilities. Any establishment with drive-thru facilities as defined in Section 1133.01(29).

(k) Car Washes. (Ord. 94-84. Passed 7-9-84.)

#### 1165.02 CONDITIONAL USES.

(a) General. All conditional uses as permitted and as regulated in the C-2 District, except as modified herein.

(b) Trailer Park. Subject to the provisions of Chapter 1185.

(c) Warehousing Storage and Trucking Terminal. Warehouses for the storage of merchandise and materials, trucking or motor freight stations or terminals, carting, expressing or hauling establishments, contractor and building material yards, providing no such uses are conducted within 200 feet of any A or R District.

(d) Laboratory. Experimental film or testing laboratories, provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.

(e) Manufacturing. The manufacturing, compounding, processing, packaging, and assembling of products, such as:

- (1) Bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food and meat products except fish, sauerkraut, vinegar, yeast and the rendering or refining of fats or oils.
- (2) Musical instruments, toys, novelties, rubber or metal stamps and other small rubber products.
- (3) Electrical and electric appliances, instruments and devices, television sets, radios, phonographs.
- (4) Electric and neon signs, billboards and other commercial advertising structures; light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.

(f) Public Utility. Public utility buildings and structures including storage yards.

(g) Self-Service Car Washes.

(h) Residential. One residential use only where such use is incidental to a principal permitted use.

(i) Other Uses. Any other use which is determined by the Commission to be of the same general character as the above permitted uses, but not including junk yards or any use other than those above, which is first permitted in the M-1 District or which is prohibited in the M-1 District. (Ord. 94-84. Passed 7-9-84.)

(j) Sexually Oriented Businesses. Sexually oriented businesses may be permitted as conditional uses, subject to the following specific conditions:

- (1) No sexually oriented business shall be located within a radius of 1,000 feet of any residentially zoned or used property.
- (2) No sexually oriented business shall be located within a radius of 1,000 feet of any church, synagogue, permanently established place of worship, school, library, park or public playground.
- (3) No sexually oriented business shall be located within 1,000 feet of any other sexually oriented business and no building, premise, structure or other facility that contains any sexually oriented business shall contain any other kind of sexually oriented business.
- (4) Distances for purposes of this section shall be from property line to property line along the shortest possible course, regardless of any customary or common route or path of travel, i.e., "as the crow flies" and includes both property in the City of Fairfield and in any other political subdivision.
- (5) Sexually oriented businesses may operate only between the hours of 10:00 a.m. and 10:00 p.m. Monday through Saturday and shall be closed on Sundays and national holidays.

(Ord. 154-96. Passed 10-15-96.)

(k) Flea Markets. Subject to the following required conditions:

- (1) No outdoor sales, display or storage.
- (2) Compliance with all Building Code requirements including submission and approval of a proposed plan showing aisles and emergency ingress and egress.
- (3) Only one special event sign as defined and regulated in subsection 1187.03(i) shall be permitted.

(Ord. 9-98. Passed 2-9-98.)

**(L) MOTOR VEHICLE, BOAT, RECREATIONAL VEHICLE AND TRAILER SALES LOTS. SUBJECT TO ADDITIONAL CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION RELATIVE TO:**

- (1) INGRESS, EGRESS AND INTERNAL CIRCULATION.**
- (2) SIGHT DISTANCE AND VISIBILITY.**
- (3) SETBACK OF DISPLAYS FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.**
- (4) PERIMETER CURBING, BUFFERING, LANDSCAPING, PARKING LOT STRIPING AND OTHER SIMILAR AESTHETIC AND/OR SAFETY REQUIREMENTS.**

**(M) STORAGE SHED OR BARN, CARPORT OR PLAY STRUCTURE SALES OR DISPLAY LOTS. SUBJECT TO ADDITIONAL CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION RELATIVE TO:**

- (1) INGRESS, EGRESS AND INTERNAL CIRCULATION.**
- (2) SIGHT DISTANCE AND VISIBILITY.**

- (3) **SETBACK OF DISPLAYS FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.**
- (4) **PERIMETER CURBING, BUFFERING, LANDSCAPING, LOT COVERAGE AND OTHER SIMILAR AESTHETIC AND/OR SAFETY REQUIREMENTS.**

1165.03 ACCESSORY USES.

Accessory uses, buildings, or structures customarily incidental to any principal permitted or conditional use shall be permitted in conjunction with such use including: accessory uses and structures as permitted and as regulated in the C-2 District and such other accessory uses and structures not otherwise prohibited which are customarily accessory and incidental to any of the foregoing permitted C-3 uses. (Ord. 94-84. Passed 7-9-84.)

1165.04 REQUIRED CONDITIONS.

Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, fumes, noise, vibration, refuse matter or water carried waste. (Ord. 94-84. Passed 7-9-84.)

(a) Closed Buildings. All businesses, services or processing shall be conducted wholly within a completely enclosed building except for incidental display of merchandise, sale of motor vehicle fuel, lubricants and other fluids at service stations, loading and unloading operations, parking and such outdoor display or storage of vehicles, merchandise, materials and equipment as does not exceed five percent (5%) of the gross floor area of the principal permitted structure upon the lot or 5,000 square feet, whichever is less. The maximum height permitted is four feet from grade to top of display. The display must not interfere with any pedestrian or vehicular sight distance upon the site or any public thoroughfare. Automobile and other motor vehicle sales, boat sales, outdoor recreation, recreational vehicle sales, manufactured housing sales, construction and farm equipment sales and rental, nursery sales and lumber sales in side and rear yards only are excluded from the requirements of this subsection. The Planning Commission may authorize incidental outdoor display or storage which it determines to be similar to or not more objectionable than those uses already excluded from the requirements of this subsection.

(Ord. 154-96. Passed 10-15-96.)

(b) Night Operation. No building customarily used for night operation, such as a bakery or milk bottling and distribution station, shall have any opening, other than stationary windows or required fire exits, within 100 feet of any A or R District, and any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any A or R District. (Ord. 94-84. Passed 7-9-84.)

(c) Façade Design. After March 31, 2011, all new structures on parcels which abut a regional thoroughfare as defined in the comprehensive plan may not use metal siding or "smooth face" concrete block as the exterior finish material on any façade facing the regional thoroughfare. (Ord. 98-10. Passed 11-8-10.)

1165.05 LOT AREA, FRONTAGE AND YARD REQUIREMENTS.

The following minimum requirements shall be observed, except as provided in Chapter 1180.

		Front	Side	Rear
	Lot	Yard	Yard	Yard
Lot	Frontage	Depth	Width	Depth
Area				

(a) <u>Nonresidential Uses.</u>	<u>(Sq. Ft.)</u> 10,000	<u>(Feet)</u> None	<u>(Feet)</u> 20	<u>(Feet)</u> None: except when adjoining A or R Districts, then not less than 25 feet.	<u>(Feet)</u> None; except when adjoining A or R Districts, then not less than 25 feet.
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(b) Screening and Buffering.

<u>Zone</u>	<u>Use</u>	<u>Buffering (Horizontal Dimension)</u>	<u>Screening (Vertical Screen Dimension)</u>
C-3	Business	25' adjoining A and R Districts	6' adjoining A and R Districts

(Ord. 94-84. Passed 7-9-84.)

1165.06 COURTS.

Same as required in the A-1 District. (Ord. 94-84. Passed 7-9-84.)

1165.07 HEIGHT REGULATIONS

No principal or accessory structure shall exceed three stories or fifty feet, whichever is lower, except as provided in Section 1180.02 and except when expressly authorized as a conditional use by the Planning Commission. (Ord. 94-84. Passed 7-9-84.)

# DEPARTMENTAL CORRESPONDENCE

Mayor Miller and City Councilmembers

TO \_\_\_\_\_

Scott Lepsky, Chairman, Planning Commission

FROM \_\_\_\_\_

City  
of  
Fairfield



PLANNING COMMISSION RECOMMENDATION

SUBJECT \_\_\_\_\_

09/30/14

DATE \_\_\_\_\_

Please be advised at the Planning Commission meeting held on Wednesday, September 24, 2014, the Planning Commission voted 6 – 0 in favor of recommending approval of the proposed changes to Sections 1133 and 1165 of the Codified Ordinances of Fairfield relative to Definitions and Principal Permitted and Conditional Uses in the C-3 and C-3A zoning districts as modified in the attachment.

Scott Lepsky, Chairman  
Fairfield Planning Commission

plf

Attachment

c: Arthur E. Pizzano, City Manager  
Alisha Wilson, Clerk of Council  
Timothy Bachman, Development Services Director  
Rick Helsinger, Supt., Bldg. Inspection & Zoning  
John Clemmons, Law Director  
Planning Commission Members (7)

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

ORDINANCE TO AMEND CHAPTERS 1133 and 1165 OF THE ZONING CODE OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO RELATIVE TO DEFINITIONS AND PRINCIPAL PERMITTED AND CONDITIONAL USES IN THE C-3 GENERAL BUSINESS DISTRICT, AND C-3A, GENERAL BUSINESS DISTRICT MODIFIED, ZONING DISTRICTS.

WHEREAS, the storage and display for sale, lease or rental of motor vehicles, recreational vehicles, outdoor storage sheds or barns, carports and play structures are currently included as principally permitted uses in the C-3, General Business District, zoning district, and

WHEREAS, such uses are also incorporated by reference as principally permitted uses in the C-3A, General Business District Modified, zoning district, and

WHEREAS, the generally larger size of the items being displayed or stored and/or the density and duration of the displays or storage can have a detrimental impact upon the streets and highways upon which such properties are located and upon the motoring and pedestrian public and upon other properties abutting and in the vicinity, particularly as to the maintenance of meaningful setbacks from the road right-of-way, sight distance and visibility, appropriate ingress and egress, internal circulation within the properties and the aesthetic appearance of the properties so utilized, and

WHEREAS, such uses are generally compatible within the said General Business Districts provided the issues noted above are appropriately addressed, and

WHEREAS, making such uses conditional instead of principally permitted uses will enable the Planning Commission to review and apply additional conditions to address the issues noted above if a property is determined to be appropriate for such conditional use.

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

Section 1. Section 1133.01(62) and Chapter 1165, General Business District, of the Zoning Code of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, are hereby amended and new Section 1133.01(72.1) of said Zoning Code is hereby adopted to read as follows:

See attached Exhibit "A" which is incorporated herein by reference.

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

Passed \_\_\_\_\_  
Posted \_\_\_\_\_  
First Reading \_\_\_\_\_  
Second Reading \_\_\_\_\_  
Third Reading \_\_\_\_\_

Mayor's Approval \_\_\_\_\_  
Rules Suspended \_\_\_\_\_

ATTEST:

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

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

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

EXHIBIT "A"

CHAPTER 1133.01 Definitions

(62) "Motor vehicle, **BOAT, RECREATIONAL VEHICLE** or trailer sales area" means an open area~~[,other than a street,]~~ used for the display, **STORAGE**, sale, **LEASE** or rental of new or used motor vehicles, **BOATS, RECREATIONAL VEHICLES** or trailers in operable condition. ~~[and where no repair work is done.]~~

(72.1) "**STORAGE SHED OR BARN, CARPORT OR PLAY STRUCTURE SALES AREA**" MEANS AN OPEN AREA USED FOR THE DISPLAY, STORAGE, SALE, LEASE OR RENTAL OF STORAGE SHEDS OR BARNs, CARPORTS OR PLAY STRUCTURES.

CHAPTER 1165  
C-3 General Business District

1165.01 Principal permitted uses.	1165.05 Lot area, frontage and yard requirements.
1165.02 Conditional uses.	
1165.03 Accessory uses.	1165.06 Courts.
1165.04 Required conditions.	1165.07 Height Regulations.

CROSS REFERENCES

Exceptions and modifications – see P. & Z. Ch. 1180  
Trailer parks – see P. & Z. Ch. 1185  
Signs – see P. & Z. Ch. 1187  
Service stations; garages – see P. & Z. Ch. 1189  
Nonconforming uses – see P. & Z. Ch. 1198

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1165.01 PRINCIPAL PERMITTED USES.

No building, structure or land shall be erected, altered, enlarged or used which is arranged or designed for other than one of the following uses except as provided in Chapter 1198.

- (a) General. Any use permitted and as regulated in the C-2 District except as modified herein.
- (b) Retail and Service. Laundries, clothes cleaning or dyeing establishments, used merchandise stores.
- (c) Wholesale. Any wholesale business and mail order houses, including incidental warehousing; commercial greenhouses.
- (d) Motor Vehicle Service~~;~~ ~~Farm Implements~~. ~~Automobiles, trucks, trailers, farm implements for sale, display, hire or~~ Major or minor motor vehicle repair, ~~[including sales lots, used car lots, trailer sales lots,]~~ repair garages, body and fender shops, and paint shops,

but not including junk storage, all subject to the provisions of Chapter 1189 and provided that buildings shall be at least fifty feet from any A or R District, and shall have no openings adjoining the A or R District other than stationary windows and fire escapes.

(e) Animal Hospital, Veterinary Clinic. Animal hospitals, kennels, display and housing or boarding of pets and other domestic animals, provided that any enclosure or building in which the animals are kept shall be at least 100 feet from any A or R District and at least fifty feet from any other C District. Exercise runs shall be enclosed on four sides by an unpierced well-maintained fence or wall at least six feet in height.

(f) Commercial Recreation Facility.

(g) Building and Related Trade. Carpenter shops, electrical, plumbing, paint shops, heating and tin shops, paper-hanging shops, furniture upholstery and similar enterprises, but not within fifty feet of any A or R District.

(h) Bottling Works. Bottling of soft drinks or milk and distribution stations therefor, providing a building used for such processing and/or distribution, shall be at least 100 feet from any A or R District.

(i) Signs. As regulated and defined in Chapter 1187.

(j) Drive-thru Facilities. Any establishment with drive-thru facilities as defined in Section 1133.01(29).

(k) Car Washes. (Ord. 94-84. Passed 7-9-84.)

#### 1165.02 CONDITIONAL USES.

(a) General. All conditional uses as permitted and as regulated in the C-2 District, except as modified herein.

(b) Trailer Park. Subject to the provisions of Chapter 1185.

(c) Warehousing Storage and Trucking Terminal. Warehouses for the storage of merchandise and materials, trucking or motor freight stations or terminals, carting, expressing or hauling establishments, contractor and building material yards, providing no such uses are conducted within 200 feet of any A or R District.

(d) Laboratory. Experimental film or testing laboratories, provided no operation shall be conducted or equipment used which would create hazards, noxious or offensive conditions.

(e) Manufacturing. The manufacturing, compounding, processing, packaging, and assembling of products, such as:

- (1) Bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food and meat products except fish, sauerkraut, vinegar, yeast and the rendering or refining of fats or oils.
- (2) Musical instruments, toys, novelties, rubber or metal stamps and other small rubber products.
- (3) Electrical and electric appliances, instruments and devices, television sets, radios, phonographs.
- (4) Electric and neon signs, billboards and other commercial advertising structures; light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.

(f) Public Utility. Public utility buildings and structures including storage yards.

(g) Self-Service Car Washes.

(h) Residential. One residential use only where such use is incidental to a principal permitted use.

(i) Other Uses. Any other use which is determined by the Commission to be of the same general character as the above permitted uses, but not including junk yards or any use other than those above, which is first permitted in the M-1 District or which is prohibited in the M-1 District. (Ord. 94-84. Passed 7-9-84.)

(j) Sexually Oriented Businesses. Sexually oriented businesses may be permitted as conditional uses, subject to the following specific conditions:

- (1) No sexually oriented business shall be located within a radius of 1,000 feet of any residentially zoned or used property.
- (2) No sexually oriented business shall be located within a radius of 1,000 feet of any church, synagogue, permanently established place of worship, school, library, park or public playground.
- (3) No sexually oriented business shall be located within 1,000 feet of any other sexually oriented business and no building, premise, structure or other facility that contains any sexually oriented business shall contain any other kind of sexually oriented business.
- (4) Distances for purposes of this section shall be from property line to property line along the shortest possible course, regardless of any customary or common route or path of travel, i.e., "as the crow flies" and includes both property in the City of Fairfield and in any other political subdivision.
- (5) Sexually oriented businesses may operate only between the hours of 10:00 a.m. and 10:00 p.m. Monday through Saturday and shall be closed on Sundays and national holidays.

(Ord. 154-96. Passed 10-15-96.)

(k) Flea Markets. Subject to the following required conditions:

- (1) No outdoor sales, display or storage.
- (2) Compliance with all Building Code requirements including submission and approval of a proposed plan showing aisles and emergency ingress and egress.
- (3) Only one special event sign as defined and regulated in subsection 1187.03(i) shall be permitted.

(Ord. 9-98. Passed 2-9-98.)

**(l) MOTOR VEHICLE, BOAT, RECREATIONAL VEHICLE OR TRAILER SALES AREAS. SUBJECT TO ADDITIONAL CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION INCLUDING, BUT NOT LIMITED TO:**

- (1) INGRESS, EGRESS AND INTERNAL CIRCULATION.**
- (2) SIGHT DISTANCE AND VISIBILITY.**
- (3) SETBACK OF DISPLAYS OR STORAGE FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.**
- (4) PERIMETER CURBING, BUFFERING, LANDSCAPING, PARKING LOT STRIPING AND OTHER SIMILAR AESTHETIC AND/OR SAFETY REQUIREMENTS.**

**(m) STORAGE SHED OR BARN, CARPORT OR PLAY STRUCTURE SALES AREAS. SUBJECT TO ADDITIONAL CONDITIONS AS DETERMINED BY THE PLANNING COMMISSION INCLUDING, BUT NOT LIMITED TO:**

- (1) INGRESS, EGRESS AND INTERNAL CIRCULATION.**
- (2) SIGHT DISTANCE AND VISIBILITY.**

- (3) **SETBACK OF DISPLAYS OR STORAGE FROM RIGHT-OF-WAY, SIDEWALK OR EDGE OF PAVEMENT.**
- (4) **PERIMETER CURBING, BUFFERING, LANDSCAPING, LOT COVERAGE AND OTHER SIMILAR AESTHETIC AND/OR SAFETY REQUIREMENTS.**

**1165.03 ACCESSORY USES.**

Accessory uses, buildings, or structures customarily incidental to any principal permitted or conditional use shall be permitted in conjunction with such use including: accessory uses and structures as permitted and as regulated in the C-2 District and such other accessory uses and structures not otherwise prohibited which are customarily accessory and incidental to any of the foregoing permitted C-3 uses. (Ord. 94-84. Passed 7-9-84.)

**1165.04 REQUIRED CONDITIONS.**

Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, fumes, noise, vibration, refuse matter or water carried waste. (Ord. 94-84. Passed 7-9-84.)

(a) Closed Buildings. All businesses, services or processing shall be conducted wholly within a completely enclosed building except for incidental display of merchandise, sale of motor vehicle fuel, lubricants and other fluids at service stations, loading and unloading operations, parking and such outdoor display or storage of vehicles, merchandise, materials and equipment as does not exceed five percent (5%) of the gross floor area of the principal permitted structure upon the lot or 5,000 square feet, whichever is less. The maximum height permitted is four feet from grade to top of display. The display must not interfere with any pedestrian or vehicular sight distance upon the site or any public thoroughfare. Automobile and other motor vehicle sales, boat sales, outdoor recreation, recreational vehicle sales, manufactured housing sales, construction and farm equipment sales and rental, nursery sales and lumber sales in side and rear yards only are excluded from the requirements of this subsection. The Planning Commission may authorize incidental outdoor display or storage which it determines to be similar to or not more objectionable than those uses already excluded from the requirements of this subsection. (Ord. 154-96. Passed 10-15-96.)

(b) Night Operation. No building customarily used for night operation, such as a bakery or milk bottling and distribution station, shall have any opening, other than stationary windows or required fire exits, within 100 feet of any A or R District, and any space used for loading or unloading commercial vehicles in connection with such an operation shall not be within 100 feet of any A or R District. (Ord. 94-84. Passed 7-9-84.)

(c) Facade Design. After March 31, 2011, all new structures on parcels which abut a regional thoroughfare as defined in the comprehensive plan may not use metal siding or "smooth face" concrete block as the exterior finish material on any facade facing the regional thoroughfare. (Ord. 98-10. Passed 11-8-10.)

**1165.05 LOT AREA, FRONTAGE AND YARD REQUIREMENTS.**

The following minimum requirements shall be observed, except as provided in Chapter 1180.

		Front	Side	Rear
Lot	Lot	Yard	Yard	Yard
Area	Frontage	Depth	Width	Depth

	<u>(Sq. Ft.)</u>	<u>(Feet)</u>	<u>(Feet)</u>	<u>(Feet)</u>	<u>(Feet)</u>
(a) <u>Nonresidential</u> <u>Uses.</u>	10,000	None	20	None: except when adjoining A or R Dis- tricts, then not less than 25 feet.	None; except when adjoining A or R Dis- tricts, then not less than 25 feet.

(b) Screening and Buffering.

<u>Zone</u>	<u>Use</u>	<u>Buffering</u> <u>(Horizontal</u> <u>Dimension)</u>	<u>Screening</u> <u>(Vertical Screen</u> <u>Dimension)</u>
C-3	Business	25' adjoining A and R Districts	6' adjoining A and R Districts

(Ord. 94-84. Passed 7-9-84.)

1165.06 COURTS.

Same as required in the A-1 District. (Ord. 94-84. Passed 7-9-84.)

1165.07 HEIGHT REGULATIONS

No principal or accessory structure shall exceed three stories or fifty feet, whichever is lower, except as provided in Section 1180.02 and except when expressly authorized as a conditional use by the Planning Commission. (Ord. 94-84. Passed 7-9-84.)

Item No. 11 (2) \

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

Date 9-22-2014

**Item:**

An ordinance approving a Final Development Plan for a 16-unit condominium development on approximately 1.6 acres of land located at the southwest corner of Corydale Drive and City Center Lane in Village Green.

**Financial Impact:**

With any change in land use there are financial considerations regarding value of the property, investment potential/opportunity costs and impact upon surrounding neighbors.

**Synopsis:**

The proposal is to construct a three story, 16 unit condominium development with parking on the ground floor and living units on the second and third floors. See the attached exhibits.

**Background:**

This property is part of the Village Green Planned Unit Development (PUD). The Concept Plan for the Village Green PUD was approved in 1996.

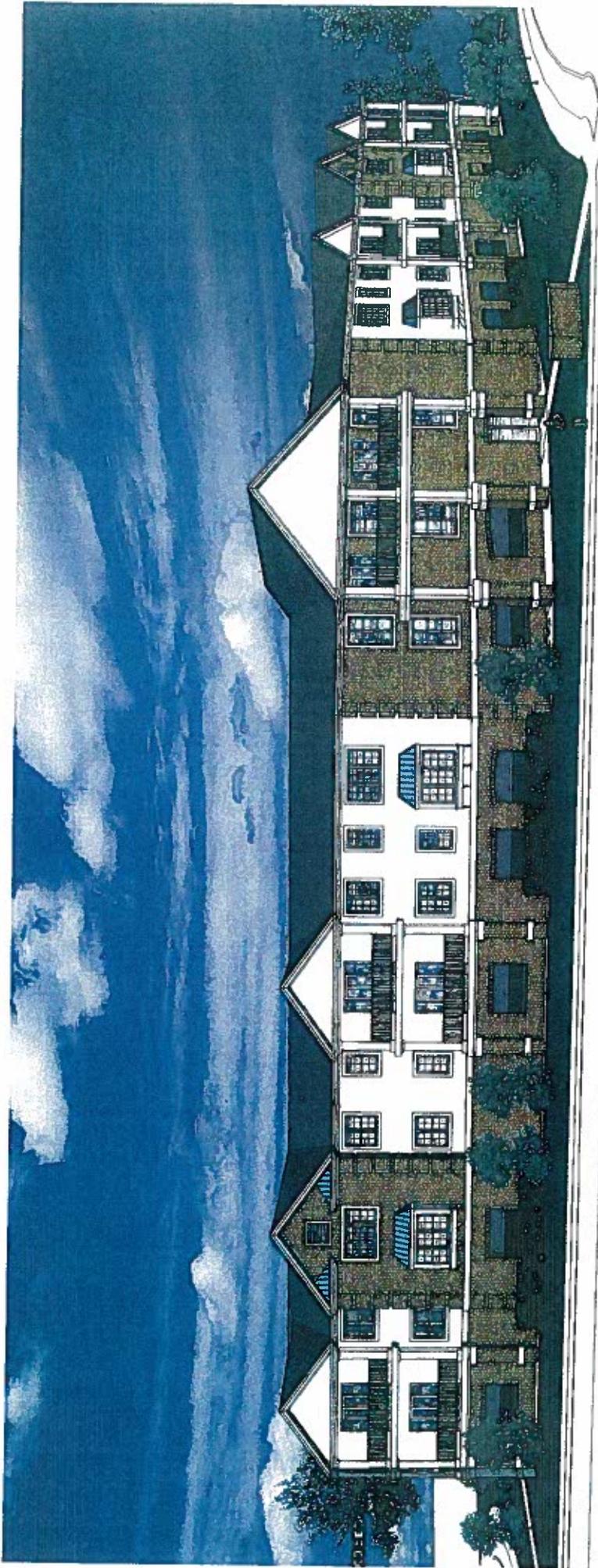
**Recommendation:**

It is recommended that City Council have a first reading on this ordinance at the September 22, 2014 meeting and set the public hearing date for October 14, 2014.

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

No.  
No.

Prepared by: Eric Dawson (Planning Manager)  
Approved for Content by: Timothy Boehman  
Financial Review (where applicable) [Signature]  
Legal Review (where applicable) John F. Clemmons  
Accepted for Council Agenda: [Signature]



**Robert Treadon & Associates  
Architects**

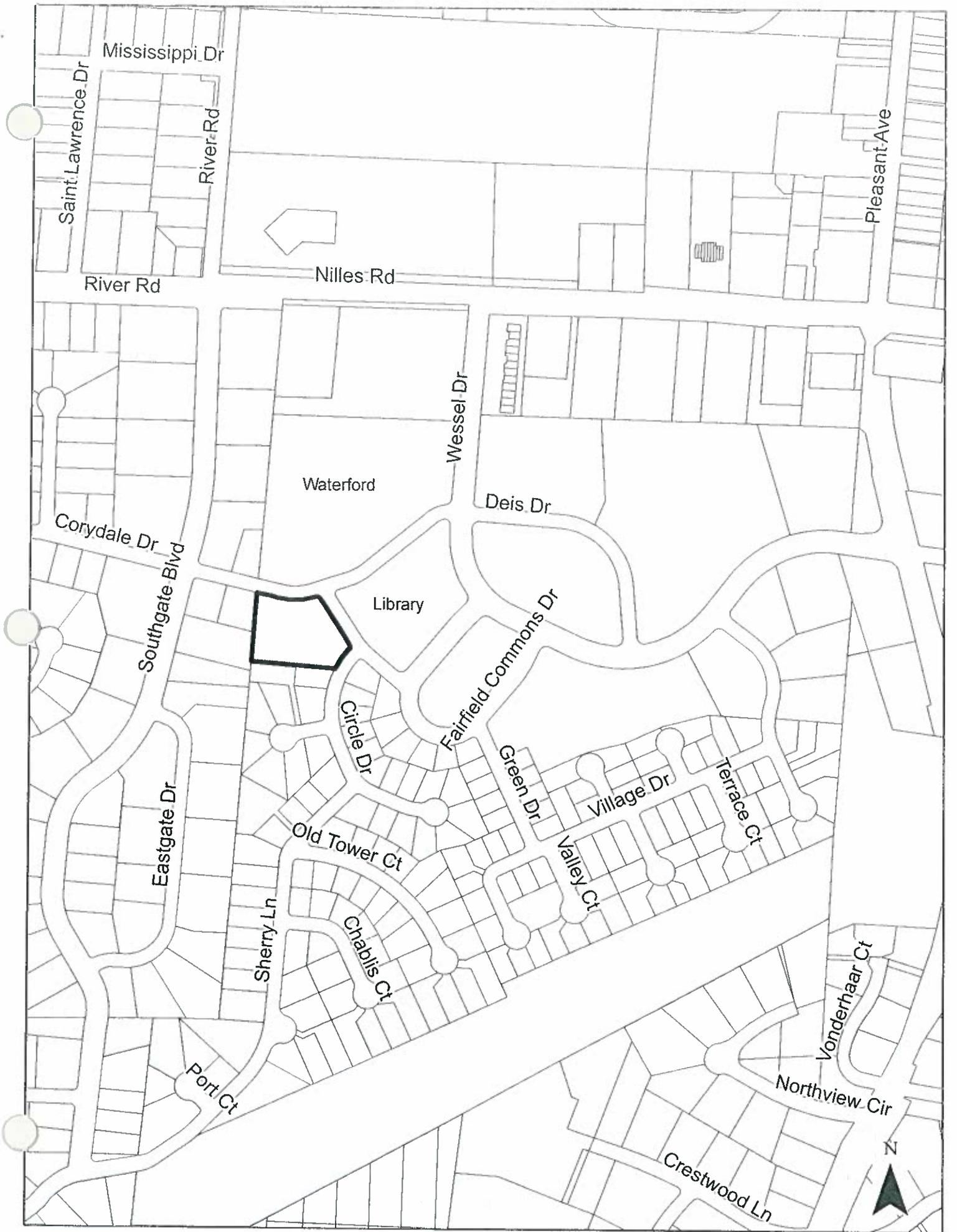
300 High Street, Suite 612  
Hamilton, Ohio 45011

PH: 513.853-7162, Fax: 853-1116

**CITY CENTER PLACE  
LIFESTYLE CONDOMINIUMS**

CITY CENTER LANE & CORYDALE DRIVE  
FAIRFIELD, OHIO

Date: 7-29-2014



Saint Lawrence Dr  
Mississippi Dr  
River Rd

River Rd  
Nilles Rd

Pleasant Ave

Waterford

Wessel Dr

Deis Dr

Corydale Dr  
Southgate Blvd

Library

Fairfield Commons Dr

Eastgate Dr

Circle Dr

Green Dr

Village Dr

Terrace Ct

Old Tower Ct

Valley Ct

Sherry Ln

Chablis Ct

Port Ct

Vonderhaar Ct

Northview Cir

Crestwood Ln

N

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

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO, SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO, ZONING MAP BY APPROVING THE AMENDED CONCEPT PLAN FOR THE VILLAGE GREEN PLANNED UNIT DEVELOPMENT AND THE FINAL DEVELOPMENT PLAN FOR CITY CENTER PLACE LIFESTYLE CONDOMINIUMS.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of the 1.6 acres located at the southwest corner of Corydale Drive and City Center Lane in Village Green (Lot 12861 of the City of Fairfield, Butler County, Ohio) from its present planned unit development concept plan office classification by approving the amended concept plan for the Village Green Planned Unit Development and the final development plan for City Center Place Lifestyle Condominiums, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

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

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

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

ATTEST:

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

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

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Clerk of Council

Active Clients\City of Fairfield\Ordinances\2014\Village Green PUD - Ord

# City of Fairfield, Ohio City Council Meeting Communication

Date: 10-14-14

**Item:**

An ordinance authorizing the City Manager to execute the FY 2015 Community Development Block Grant (CDBG) applications.

**Financial Impact:**

The requested grant allocation is for \$113,700. The CDBG Cooperation Agreement between the City of Fairfield and Butler County entitles Fairfield to no less than 10% of the CDBG funds the County receives in that program year. Ten percent of the allocation for 2015 is estimated to be \$113,700.

**Synopsis:**

Two projects are proposed for 2015. The first project is to replace existing curb ramps with new ramps compliant with the American with Disabilities Act. These new ramps will improve safety and walkability. The second project is to build a new shelter house at Good Neighbors Park.

**Background:**

The CBDG is a source of funding to support areas that are designated as Low to Moderate Income (LMI) such as these sites. Both the curb ramp and shelter house projects meet the national objective of benefitting a low to moderate income neighborhood.

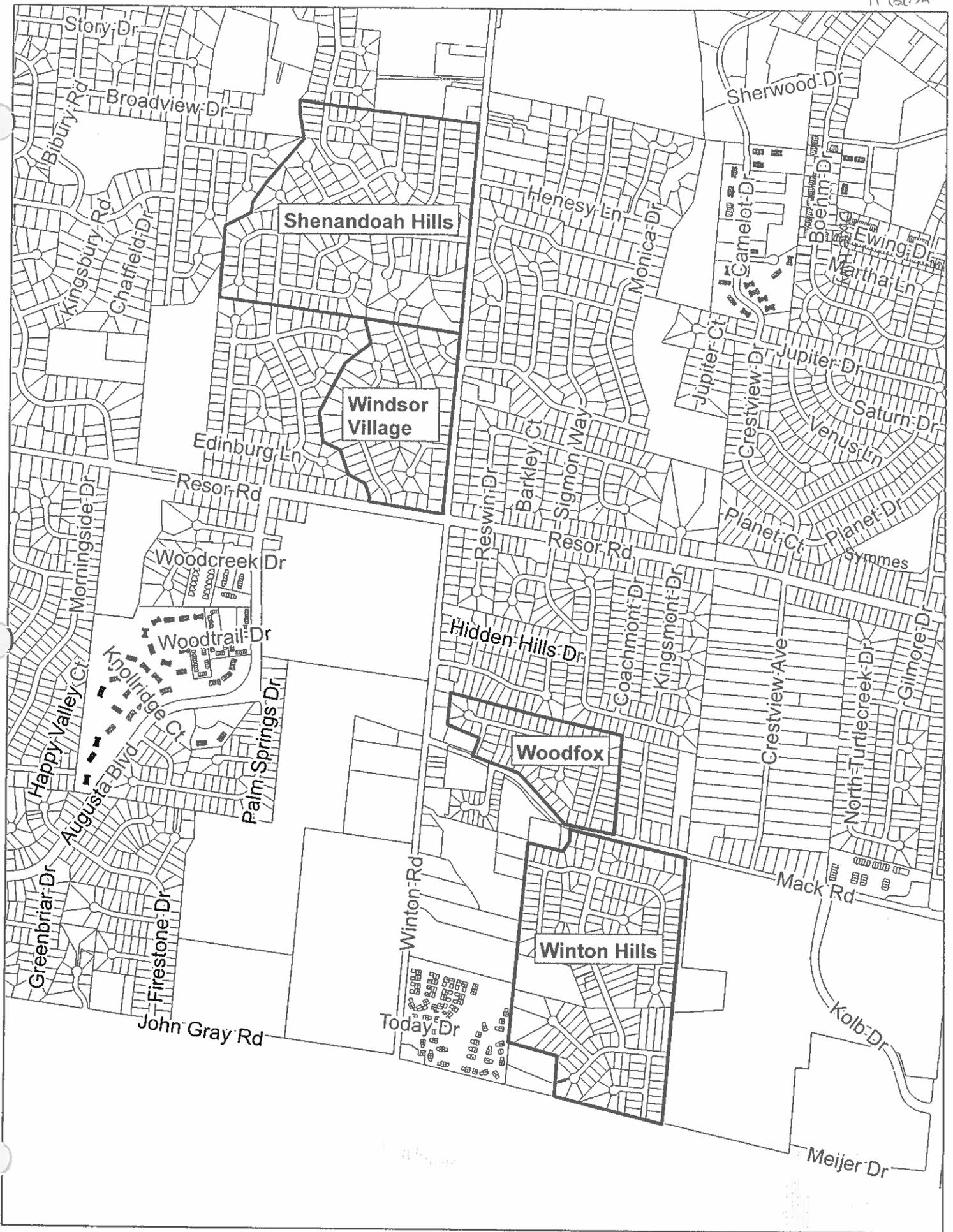
**Recommendation:**

It is recommended that City Council authorize the City Manager to execute the FY 2015 CDBG application which is due to Butler County by November 7, 2014.

**Legislative Actions:**

Rules Suspension and Adoption Requested? No.  
Emergency Provision Needed? Yes.

Prepared by: Erin Donnan (Planning Manager)  
Approved for Content by: Lively Bachner  
Financial Review (where applicable): Mary Hym  
Legal Review (where applicable): John A. Chambers  
Accepted for Council Agenda: Michaelson



**Shenandoah Hills**

**Windsor Village**

**Woodfox**

**Winton Hills**



Dixie Hwy

Symmes

Gail

Slade

Good  
Neighbors  
Park

McGreavy

Walter

Shady Ln

Fairfield Ave

Antioch Dr

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

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE  
FY 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
APPLICATION AND AGREEMENT AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute the FY 2015 Community Development Block Grant (CDBG) application and agreement in accordance with the application and agreement on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the application must be filed by November 7, 2014; 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 MEETING COMMUNICATION

DATE: October 14, 2014

**ITEM:**

Resolution approving the revisions to the Solid Waste Generation Fee and corresponding amendments to the Solid Waste Management Plan of Butler County, Ohio.

**FINANCIAL IMPACT:**

This revision to the Solid Waste Generation Fee reducing the payment from \$1.00 per ton of waste to \$0.82 per ton should save the City of Fairfield approximately \$2,700.00 per year.

**SYNOPSIS:**

The resolution would approve the proposed fee reduction and corresponding solid waste plan amendments.

**BACKGROUND:**

The Butler Count Recycling and Solid Waste District Policy Committee has adopted the proposed fee reduction and budget amendments which require the approval of local jurisdictions representing sixty percent (60%) of the total population of the District.

**RECOMMENDATION:**

It is recommended that the Council adopt the resolution approving the fee reduction and budget amendments with rules suspension and emergency clause because the approval must be completed by November 15, 2014.

**LEGISLATIVE ACTION:**

Suspension of Rules and Adoption Requested?      X   Yes                           No  
If **yes**, explain above.

Emergency Provision Needed?                      X   Yes                           No  
If **yes**, explain above.

Prepared by: John H. Clemmons

Approved for Content by: John H. Clemmons

Financial Review (where applicable): May Hahn

Legal Review (where applicable): John H. Clemmons

Accepted for Council Agenda: Michael Wilson

RESOLUTION NO. \_\_\_\_\_

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.

WHEREAS, Fairfield is located within the jurisdiction of Butler County Recycling and Solid Waste District ("District"); and

WHEREAS, the Butler County Recycling and Solid Waste District ("District") Policy Committee prepared and adopted a resolution decreasing the generation fee from \$1.00 to \$0.82 for every ton of solid waste generated within Butler County in accordance with Ohio Revised Code Section 3734.56; and

WHEREAS, the District Policy Committee amended Section VIII of the current solid waste management plan for Butler County to include the budgetary changes that resulted from the decrease in generation fee revenue; and

WHEREAS, the District has provided a copy of the resolution and associated budgetary changes in Section VIII of the current approved solid waste plan for ratification to each of the legislative authorities of the District; and

WHEREAS, the City of Fairfield must decide whether it approves of said resolution and amended Solid Waste Plan within sixty (60) days of receipt of the resolution and amended Solid Waste Plan.

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

- Section 1. The City of Fairfield approves the resolution and amended solid waste plan.
- Section 2. The Clerk of Council is hereby directed to send the District a copy of this resolution to the attention of Ms. Ann Fiehrer Flaig, District Coordinator, Butler County Recycling and Solid Waste District, 130 High Street, Hamilton, OH 45011.
- Section 3. It is found and determined that all formal actions of this Fairfield City Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Fairfield City Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Sections 121.22 of the Ohio Revised Code.
- Section 4. 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 this approval must be submitted by November 15, 2014; wherefore, this Resolution shall take effect immediately upon its passage.

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

ATTEST:

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

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

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

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

ITEM:

October 14, 2014

Request for appropriation for contractual agenda items.

FINANCIAL IMPACT:

\$45,000.00 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 October 14, 2014:

\$45,000 for engineering for John Gray Road Improvements between Winton Road and Pleasant Avenue \*contract approved September 22, 2014\*

BACKGROUND:

Please refer to specific Council Communications dated October 14, 2014 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.

September 22, 2014

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: Alexia Wilson

Approved for Content by: Alexia Wilson

Financial Review (where applicable) by: Mary Hark

Legal Review (where applicable) by: John Deenman

Accepted by Council Agenda: Alexia Wilson



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

ORDINANCE TO AMEND ORDINANCE NO. 109-13 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, 2014, AND ENDING DECEMBER 31, 2014."

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

Section 1. Ordinance No. 109-13, the 2014 Appropriation Ordinance, is hereby amended in the following respects:

<b>From:</b>	<b>Unappropriated Street Improvement Fund</b>	<b>\$45,000</b>
<b>To:</b>	40116025-252000 Improvements Other Than Building <i>(John Gray Road Improvement Project)</i>	\$45,000

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 COMMUNICATION

October 14, 2014

ITEM

City Council is requested to approve an appropriation in the amount of \$45,000 from the Capital Improvement Fund for 2014.

FINANCIAL IMPACT

An appropriation in the amount of \$45,000 from the Capital Improvement Fund for the replacement of the failed uninterrupted power supply (UPS), used for city data server center as approved under project FIN 14-003.

BACKGROUND

The replacement of the UPS used to supply uninterrupted power to the City's data center has become necessary due to failing equipment currently in place. The UPS filters the power required by the City's network as well as supplies power and offers protection to the computer equipment in the event of a power outage. The UPS being replaced is over eight years old and past its EOL.

STAFF RECOMMENDATION

It is recommended the City Council approve the requested appropriation and authorize and direct the preparation of legislation for the appropriation of \$45,000 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  
Yes

Prepared by:

Financial Review (where applicable) by:

Legal Review (where applicable) by:

Accepted by Council Agenda:

Joseph Waldmann  
Mary Hopton  
John A. Clemmons  
Shirley Wilson



# greensource CINCINNATI

October 2, 2014

Joseph Waldmann  
City of Fairfield

Project: UPS System - Annex Building

### New UPS System Quote

- Remove the two existing UPS systems and haul away
- Furnish and install 1 - APC PX20 N+1 UPS System
- Furnish and install all required distribution breakers, whips and troughs
- Connect to your existing rack mounted PDU's
- 7x24 Assembly and start-up services included
- One year parts and labor warranty included
- Freight to your destination included

Sub Total \$ 34,200.00

Add Option: Additional 2 - year extended warranty and PM Service \$ 5,650.00

Total Solution \$ 39,850.00

**Please note:** Power and network wiring to the UPS are not included.

Terms: Net 30 days

Please sign and return one copy with your PO to activate.

Accepted \_\_\_\_\_ 20\_\_\_\_ Submitted October 2, 2014

\_\_\_\_\_  
Purchaser greensource Cincinnati, Inc.  
Seller

By \_\_\_\_\_ By \_\_\_\_\_  
Authorized Signature W.M. "Ez" Housh III President

## **greensource CINCINNATI Terms & Conditions**

(Agreement) shall be made by **greensource CINCINNATI** (the "Company") solely at 19 E. 8<sup>th</sup> St. Cincinnati, OH. This Agreement is good for 30 days from its date. Prices and terms are subject to change if not accepted in writing by Buyer within this time period. Issuance of purchase orders or written authorization to proceed shall constitute acceptance. If written authorization to proceed or to ship is not received by **greensource CINCINNATI** within two months of acceptance, **greensource CINCINNATI** shall have the right to increase prices or cancel the order. Any delay in shipment caused by the Buyer or Buyer agents may result in price increases as determined by the Company. The Company's obligation to furnish goods and services shall be limited to those described in the Company submittal data (only if such data is issued in direct connection with this order), and only to the extent that the goods and services are expressly described in this Agreement. Any and all goods or services deemed necessary to fulfill the obligations of **greensource CINCINNATI** under this Agreement not expressly included in the Agreement terms will not be furnished unless approved in writing by a Company officer. This Agreement excludes factory check, test, start-- up, and/or any other owner instruction/training unless expressly requested by Buyer in the written terms. Buyer agrees to pay for such additional services as determined by the Company.

**Taxes** - Prices quoted do not include taxes of any kind. Any applicable gross receipts, sales, or use, Federal, State or Local or any applicable taxes and government charges will be added to the total price unless acceptable written evidence of exemption is provided by the Buyer to **greensource CINCINNATI**.

**Prices and Payment** - Prices in this Agreement are good for 30 days from its date. Prices are quoted **F.O.B. Shipping Point**. The Company's obligation to perform and the price thereof under this Agreement is subject to approval of Buyer by the Company's Credit Department. Accounts in good standing are eligible for credit terms of 30 days.

**Limitation of Liability** --- The Company shall be liable for only the cost of services it incurred to perform its obligations under the terms expressly included in this Agreement. It shall not be liable for any incidental, special or consequential damages. This warranty is in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose. The Company shall incur no liability until products and services are paid for in full and said liability shall be limited to the terms stated in this Agreement and to the extent of the company's sole negligence. **greensource CINCINNATI** shall not be liable for any repairs, replacements or damages of any type, inability to use the products. The Company shall not be liable for failure to perform when prohibited to do so by strikes, labor disputes, wars, acts of God, or Governmental restrictions, and/or restrictions of any kind by the manufacturers of materials and equipment specified in this Agreement. The Company's liability for design and application errors shall be limited to the extent the Company performed the design in writing under the terms of this Agreement.

**Cancellation** - If Buyer cancels any or all of this Agreement after acceptance, or fails to issue written authorization to proceed within two months of acceptance, for reasons other than default or written consent by the Company officer, Buyer shall be liable for cancellation charges and costs, including overheads and a reasonable profit.

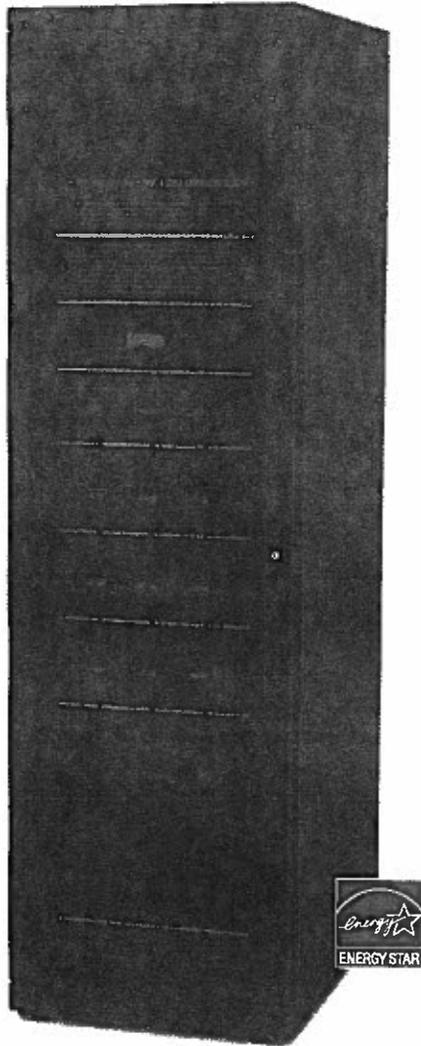
*The Resource Center for the Green Building Community*

19 East Eighth St., Cincinnati, OH 45202 | (p) 866.846.4733 | [www.greensourcecincinnati.com](http://www.greensourcecincinnati.com)

# Symmetra PX 20

Scalable to 20 kW

Modular, scalable, high-efficiency  
power protection for data centers



High-performance, right-sized,  
modular, scalable, three-phase power  
protection with ultra-high availability  
and efficiency for small data centers

- ENERGY STAR® qualified
- Power protection, battery backup runtime, and configurable power distribution in a single rack
- Fault-tolerant (N+1) design for the highest level of availability
- Unity power factor corrected (kVA = kW)
- Swappable power and battery modules for quick expansion and reduced mean time to repair (MTTR)
- Factory-assembled, configurable power distribution panel reduces installation time
- Space-saving and aesthetic one-rack design

**Schneider**  
Electric

# Features and benefits

The Symmetra™ PX 20 kW is a world-class, high-efficiency, ENERGY STAR-qualified power protection system designed to cost-effectively provide redundancy and high levels of availability. Its single-rack footprint seamlessly integrates power protection and power distribution into today's state-of-the-art data center designs. Made up of swappable power, battery, bypass, and intelligence modules, this architecture can scale power and runtime in increments of 10 kW up to 20 kW N+1 as demand grows or when higher levels of availability are required in your data center.

The Symmetra PX family serves as the core power train that drives Schneider Electric InfraStruxure™ systems for small, medium, and large data centers. Self-diagnostic capabilities enhance the manageability of the Symmetra PX 20 kW and increase overall data center reliability. Standardized, factory-assembled modules mitigate the risk of human error during installation or routine maintenance procedures. If a module requires replacement, a mean time to repair of less than 10 minutes enhances availability. The All-In-One Symmetra PX 20 kW fits seamlessly onto the data center floor or in the back room, delivering the high availability, extreme agility, and low total cost of ownership you have come to expect from the Symmetra PX family.

## Symmetra PX 20

### Availability

Swappable power, battery, intelligence modules, and static bypass switch

Configurable for N+0 or N+1 redundancy

Toolless module replacement

Self-diagnosing, field-replaceable modules

Redundant intelligence module

Configurable power distribution panel

### Scalability

Adaptable 10 kW to 20 kW power capacity

N+0 or N+1 redundancy up to 20 kW N+1

Scalable 10 kW power modules

Extended battery runtime available

### Manageability

Dual-mains input, top or bottom feed

Embedded network management

Remote access over HTTP, HTTPS, Telnet, SSH, SNMP

Local access at PowerView™ display interface

Configurable alarm notifications

StruxureWare™ Data Center Expert compatible

### Total Cost of Ownership (TCO)

Unity power factor corrected

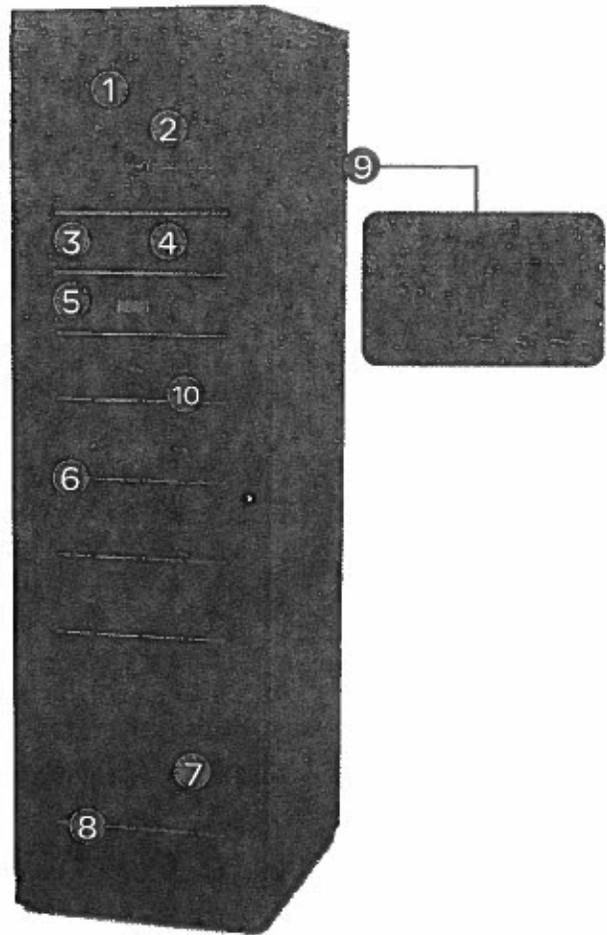
Up to 95 percent efficient

Integrated monitoring of battery modules

Start-up service and one-year warranty included

# Symmetra PX 20 features

- 1 39-Pole Configurable Power Distribution Unit (PDU)**  
Highly customizable, factory-tested power distribution solution fits the needs of any data center — within the single-rack footprint of the UPS.
- 2 Main Intelligence Module and Redundant Intelligence Module**  
Backup for the swappable main intelligence module guarantees the maximum possible availability for your system.
- 3 Swappable 10 kW High-Efficiency Power Module**  
High-efficiency power modules reduce power and cooling costs, saving you money while delivering the optimal power protection your data center deserves.
- 4 Fully Rated Inverter**  
In the power modules, improve return on investment by providing more real power, as output power equals input power (kW = kVA).
- 5 LCD Display Interface**  
Offers a clear, text-based overview of alarms, status data, and system configuration options in a central location.
- 6 Scalable Battery Module**  
Connected in parallel for increased availability, these swappable battery modules feature advanced battery monitoring and temperature-compensated battery charging that extends battery life. Swappability lowers the cost of replacement and MTTR. Up to four battery frames can be installed for longer runtimes.
- 7 Network Management Card**  
Provides UPS status and event notification to simplify UPS and PDU management. Two SmartSlot™ positions support dry contact and building management system (Modbus/J-bus) cards.
- 8 Static Bypass Switch Module**  
A swappable static bypass switch transfers the load to utility power without interruption in case of heavy overload or faulty conditions and ensures that, even in 125 percent overload conditions, the data center remains operational.



- 9 Maintenance Bypass Panel**  
Maintenance bypass is included in this all-in-one UPS.
- 10 Advanced Battery Management**  
With advanced monitoring capabilities, the Symmetra PX 20 kW UPS detects failing battery units before they become a problem — no add-on battery management system necessary. Each battery unit in the battery module records its performance and monitors its temperature, reporting this data to the UPS. The Symmetra PX 20 also continually calculates the battery charge percentage and discharge characteristics. During utility power failure or battery self-test, the UPS performs battery diagnostics on each battery unit and generates an alarm if significant performance deviations are detected.

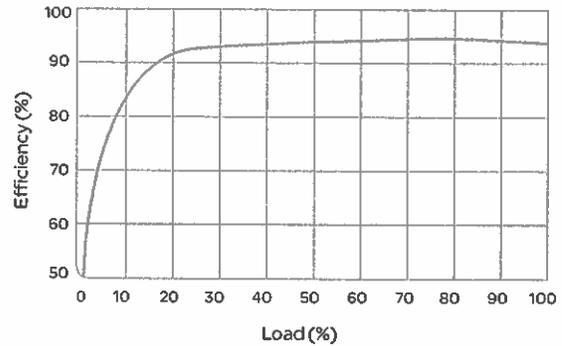
# Symmetra PX 20 features (continued)

## Best-in-Class Energy Efficiency

Schneider Electric is proud to be the first company whose UPS units earned the ENERGY STAR certification — and our tradition of high-efficiency performance continues with the Symmetra PX 20 kW. Symmetra PX 20 kW is the most efficient, modular UPS in its class. It reduces your operating costs and carbon footprint, making it the eco-conscious core of a modern data center.

The ENERGY STAR program is aimed at reducing pollutants caused by the inefficient use of energy, while also making it easy for consumers to identify and purchase the most energy-efficient products. This program distinguishes UPS systems whose efficiency ratings are in the top 25 percent of the market. Qualified UPS units perform with excellence at 25, 50, 75, and 100 percent load levels, as verified by an independent certification body. By requiring consistent measurement methodology and the publication of test results, the ENERGY STAR program empowers consumers to make informed UPS comparisons.

Energy use/efficiency  
APC™ Symmetra PX 20 kW 208 V, ISX20K20F



Curve fit to measured efficiency data. All measurements taken in normal operating mode, at typical environmental conditions, with nominal electrical input and balanced resistive load (PF = 1.0) output.

The Symmetra PX 20 kW efficiency curve is nearly flat down to 25 percent load, saving power and cooling costs and significantly reducing your overall TCO.

## Modular Batteries

**Modular batteries can be added or replaced quickly and easily.**

- Simply slide the battery module into place. All DC connections are pre-configured and insulated — no cable installation or contact with DC terminals required.
- Patented rear connectors enable toolless connection and disconnection.

### Parallel strings increase availability.

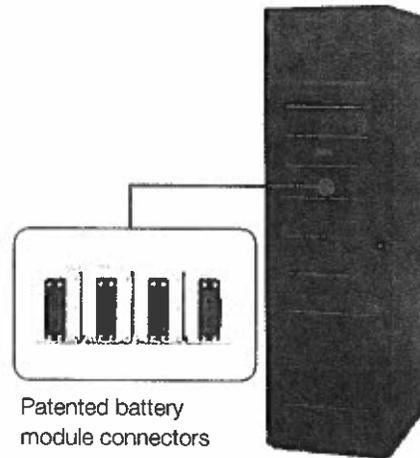
- One row of modules makes one string. All battery modules support the load, so no individual battery is a single point of failure.

### Now, even batteries look great in the data center.

- No messy-looking cables — battery connections are made inside the battery unit case.
- Fully integrated system housed in a standard IT rack form factor.

### Batteries are monitored at the individual module level.

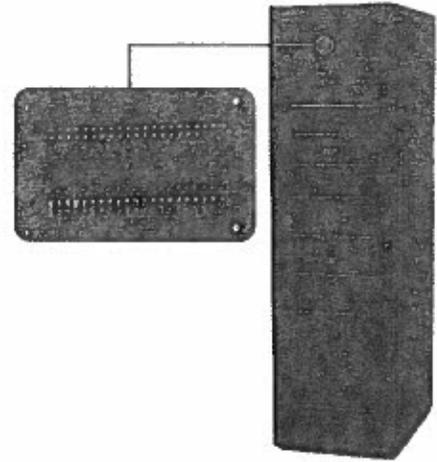
- Each individual module monitors current, voltage, and temperature and reports the information to the UPS.
- No time wasted — the online battery chart helps you quickly identify and replace faulty modules.
- See the battery data that interests you — alarm notifications are user-configurable.



# Configured-to-order distribution

## InfraStruxure Power Distribution Unit Included

Symmetra PX 20 includes a configured-to-order, factory-assembled, 39-pole InfraStruxure PDU tailored to your site requirements. Customized breaker and cord sets also reduce cable clutter — your site's layout defines the length of cord connector sets. With extensive configuration options, the Symmetra PX 20 delivers the flexibility and management that data centers require while answering the needs of today's businesses with quick installation and rapid start-up time.



Symmetra PX 20 kW  
InfraStruxure PDU included in  
Symmetra PX 20 kW All-In-One UPS

## Distribution options

### Configurable Power Accessories

Configurable power distribution accessories deliver the flexibility and management that data centers require. A comprehensive selection of single- and three-phase whips, breakers, connector sets, and current monitoring accessories provide agility, availability, and management in the data center.

### Breakers

Square D™ Bolt-On Breakers are shipped preinstalled and match your site specifications.

Options:

- 1-pole: 15 A, 20 A, 30 A
- 2-pole: 15 A, 20 A, 30 A
- 3-pole: 20 A, 30 A, 50 A, 60 A



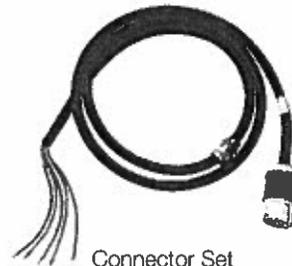
Breaker

### Connector Sets

Connectors are shipped preinstalled.

Options:

- |          |         |                      |
|----------|---------|----------------------|
| • L21-20 | • L5-15 | • L6-30              |
| • L21-30 | • L5-20 | • Hubbell<br>CS8354C |
| • L15-30 | • L5-30 | • 60 A IEC 309       |
| • L14-20 | • L6-15 |                      |
| • L14-30 | • L6-20 |                      |

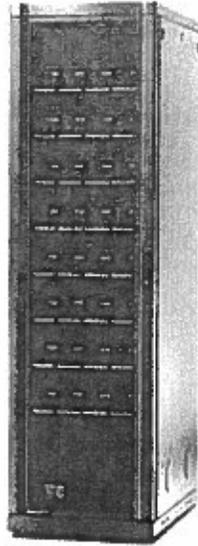


Connector Set

## Accessories

### Extended Runtime (XR) Frames

To increase the number of minutes your load can remain on battery, add optional battery extended runtime frames. A maximum of four battery frames can be connected to the Symmetra PX 20 kW.



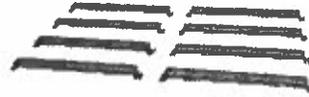
### Management Cards

Two SmartSlot positions can be used to expand the monitoring capabilities of the UPS with these Schneider Electric management cards:

- Dry contact/environmental cards: Monitor the conditions of the UPS and its environment using external devices such as sensors.
- Building management system (Modbus/J-bus) card: Enable a building management system to monitor the UPS.



### Seismic kits



Seismic kit for Symmetra PX 20 batteries



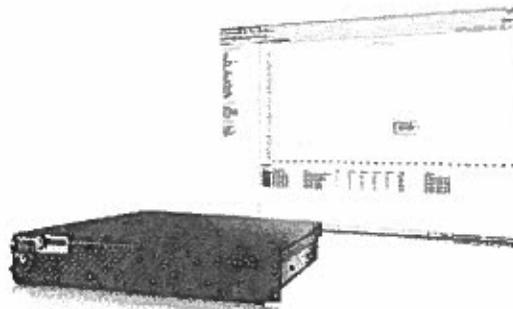
Seismic kit for Symmetra PX 20 and 60 kVA InfraStruxure PDUs

# StruxureWare for Data Centers software suite

Schneider Electric UPS units and secure power systems are a core component of any architecture designed for highly critical applications, such as data centers, industry environments, infrastructure, and buildings.

Intelligent energy management of these systems is enabled by Schneider Electric EcoStruxure™ integrated hardware and software system architecture. StruxureWare software applications and suites are a key element of the EcoStruxure architecture. The software helps maximize system reliability and optimize operational efficiency.

StruxureWare for Data Centers software suite collects and manages real-time information about assets, resource use, and operation status throughout the data center life cycle. This data center infrastructure management (DCIM) software fully integrates Symmetra PX 20 UPS. With full system visibility, managers can monitor and apply this information in order to optimize data center performance to meet IT-, business-, and service-oriented goals.



## A comprehensive portfolio of services

Schneider Electric Critical Power & Cooling Services (CPCS) provides the highest quality services and solutions by trained and trusted professionals. Our world-class services offer a smart way to build, operate, and maintain your critical applications, ensuring the right people, in the right place, at the right time.

### Assembly and Start-Up Service

Assembly and Start-Up Service by a certified Field Service Engineer (FSE) ensures full factory warranty coverage. A Schneider Electric-certified installation ensures your equipment is properly and safely configured for optimal performance. This service features a standard eight-hour, five-day response time, with upgrades available for off-business hours.

### On-Site Warranty Extension Service

In the event of a system issue, an FSE will arrive by the next business day (or faster with upgrades) to isolate, diagnose, and correct the problem in as little time as possible, minimizing downtime.

### Advantage Plans

Flexible service packages offer hassle-free system maintenance to improve uptime at a predictable cost. The Advantage Plus, Prime, Ultra, and Max are full-service packages that include technical support, preventive maintenance, quick on-site response, and remote monitoring. Response time upgrades are available.

### Remote Monitoring Service (RMS)

RMS is an economical and easy-to-use Web-based service that lets you quickly respond to environmental or system changes. Trained technicians provide secure 24-hour monitoring of your physical infrastructure to diagnose and resolve problems before they become critical.

### Preventive Maintenance

Preventive Maintenance on-site examinations of your critical systems are designed to prevent problems and keep your system running at maximum efficiency.



# Technical specifications

UPS rating kVA/KW (PF=1)		Symmetra PX 20 kW All-In-One	
<b>Mains input (normal operation)</b>			
Grid system	Three phases + neutral + ground		
Voltage range (full load)	177 V - 240 V		
Frequency range	50/60 Hz +/- 3 Hz (auto sensing)		
Power factor (PF)	0.99%		
I THD (full load)	< 6%		
Nominal input current	61.3 A		
Maximum input current (nominal Vin, 10% charging batteries)	70.9 A		
Input current limit	89.4 A		
<b>Bypass input (bypass operation)</b>			
Grid system	Three phases + neutral + ground		
V nominal	208 V		
V range	183 V - 233 V		
Frequency (nominal)	60 Hz		
Frequency (range)	40 Hz - 70 Hz		
Overload output current	69.4 A @ 125% (continuous)		
<b>Output</b>			
Power rating	20 kVA/20 kW		
Grid system	Three phases + neutral + ground		
V nominal	208 V		
Nominal output current	55.5 A @ 100% continuous		
Frequency regulation	Optional +/- 0.1 Hz and +/- 10 Hz setting from front panel (synchronized to mains > 57 to 63 Hz)		
Sync. slew rate	1 Hz/s		
Overload (normal and battery operation)	83.3 A @ 150% for 30 seconds		
V THD	< 2% @ 100% resistive load, < 6% computer load as defined by EN 50091-3/IEC 62040-3		
Load PF	0.5 to 1.0		
<b>Efficiency</b>			
Normal operation	Up to 95%		
<b>Mechanical</b>			
Maximum dimensions (HxWxD)	81.5 x 23.5 x 35.6 in. (2,068 x 597 x 905 mm)		
Maximum weight	1,803 lb. (818 kg)		
Maximum shipping weight	665 lb. (301 kg)		
<b>UPS maximum capacity</b>			
10 kW power modules	3 (20 kW N+1)		
Battery modules	3 (20 kW N+1)		
Breakers	39 available breaker positions		
<b>Regulatory compliance</b>			
UL 1778, CSA, FCC Part 15 Class A, IEC 61000-3-2, IEC 61000-3-3, OSHPD			

Preliminary — subject to change without notice

ITEM NO. 11,042A

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATIONS

ITEM:

DATE: 10/4/14

An appropriation of funds for a new 20' x 20' shelter house that will be built at Fairfield Youth Playfields on River Road and a second new 21' x 20' shelter house that will be built and attached to the current bait house at Thomas O. Marsh Park.

**FINANCIAL IMPACT:**

An appropriation of \$42,500.00 will be needed for this.

**SYNOPSIS:**

To start the process of upgrading and adding new shelter house within all of the Fairfield Parks and Recreation parks throughout the city. The look of the new shelter house will be similar to the new shelter houses that were built at Huffman Park

**BACKGROUND:**

The Parks and Recreation Board identified in its 2014-2018 Capital Improvement Program (PRK-14-006) the need for Replacement of Park Site Amenities.

The Parks and Recreation Department's Parks Maintenance Division solicited written proposals for the building of two new shelter houses at two different park locations. The Parks Department received four different proposals, one from HB Contractor Services LLC, WH Webber Homes LLC, Grammel Construction LLC, and Rosenbauer Remodeling. The Parks Department had the City of Fairfield building inspection division look over the lowest two bids and HB Contractor Services LLC was the best bid for the design and build of the new two shelter houses at \$ 38,565.00

**RECOMMENDATION:**

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of \$42,500.00 from the 2014-2018 Capital Improvement Program for this project. That includes a 10% contingency

**LEGISLATIVE ACTION:**

Suspension of Rules/Adoption Requested: YES ( ) NO (X) If yes, explain above.

Emergency Provision Needed: YES ( ) NO (X) If yes, explain above.

Prepared by: B. Schappacher  
Approved for Content by: Heidi Scheller ACWA Director  
Financial Review (where applicable): [Signature]  
Legal Review (where applicable): [Signature]  
Accepted for Council Agenda: [Signature]

**Project Number:** PRK-14-006  
**Dept:** PARKS

**Bid Date:** 04/01/2014  
**Priority:** Minor  
**Need:** Improve Efficiency Service Level

**Replacement of Park Site Amenities**

Replacement of benches, trash receptacles and other related site amenities  
2014 - Neighborhood Park shelters and site amenities  
2015-2018 - Site amenities and solar call boxes in remote sites



	2014	2015	2016	2017	2018
	\$50,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$25,000.00

**City Funding Source:**

Capital Improvement Fund

**Amount:**  
\$140,000.00

**Planning / Engineering / Legal:** \$0.00  
**Acquisition of Property / ROW:** \$0.00  
**Construction:** \$0.00  
**Equipment / Vehicle:** \$140,000.00

**Impact On Operating**  
**Personnel Costs:** \$0.00  
**Other Costs:** \$0.00  
**Total Operating Costs:** \$0.00

**City's Cost:** \$140,000.00    **Outside Funding:** \$0.00    **Total Cost:** \$140,000.00

# HB Contractor Services LLC

675 N Deis Street #195  
 Fairfield, OH 45014  
 www.hb-contractor.com  
 513.965.1000

## Estimate

Date	Estimate #
9/17/2014	1488

<b>Name / Address</b>
City of Fairfield Marsh Park Fising Lake 6440 River Road, Fairfield, Ohio 45014

Description	Total
<p>◇Marsh Lake Baithouse Extension:                      -This estimate is for a 21' wide by 20' long open shelter extension                      -The new structure will extend off the existing building                      -All necessary permits will be pulled by HB Contractor Services LLC</p>	
<p>◇Site Work: Grading of gravel, post holes, concrete slab, and concrete for post holes:                      -Description of Site Work:                      -8" to 10" of gravel and dirt will be removed and disposed of to ready the new porch for concrete                      -Six, 12" wide x 36" deep, round concrete piles will be dug to support the new porch                      -4" to 6" of gravel will be installed and compacted where the new concrete will be poured                      -A new 21' x 20' pad of concrete will be poured                      -Wire mesh will be incorporated into concrete pad                      -The holes for the posts will also be filled during the pour</p>	3,350.00
<p>◇Site Work: Labor and material for posts, beams, scissor trusses, sheeting, felt paper, singles and framing around posts for stone:                      -Description of Site Work:                      -The structure will be supported by six 6x6 posts, attached to the concrete with metal post-to-concrete connectors                      -The new structure will be supported by two 2x10 boards sandwiched together, attached to the 6x6 posts with metal beam-to-post connectors                      -The new roof will tie into the existing roof with the same roof pitch                      -The rafters will consist of 2" x 6" boards spaced every 16" and then sheeted with 1/2" plywood                      -15lb. roof felt, aluminum drip edge, a ridge vent and three tab shingles (that matches the existing roof) will be installed                      -The gable end will be sheathed with a plywood similar to what is on the existing building</p>	9,215.00
<p>◇Site Work: Stone for 6 posts, two 1/2 posts against existing building and limestone caps:                      -Description of Site Work:                      -New stone pillars will be installed around each posts                      -I will be using Allen Block Courtyard Collection with a Rockcast cap                      -The four full stone pillars will have a dimension of 22.5" wide x 22.5" long x 38.5" tall                      -The two half stone pillars will have a dimension of 22.5" wide x 11.25" long x 38.5" tall</p>	3,950.00
<p>◇Site Work: Painting exterior trim:                      -Description of Site Work:                      -The posts, beams and gable end will be painted</p>	750.00
<p>Thank you for your interest in HB Contractor Services.</p>	<b>Total</b>

- Estimate valid for 30 days
- Any additional work / changes outside of this estimate will be done at an additional charge
- HB Contractor Services LLC is not responsible for any costs due to unforeseen conditions
- One year workmanship warranty included

# HB Contractor Services LLC

675 N Deis Street #195  
 Fairfield, OH 45014  
 www.hb-contractor.com  
 513.965.1000

## Estimate

Date	Estimate #
9/17/2014	1488

Name / Address
City of Fairfield Marsh Park Fising Lake 6440 River Road, Fairfield, Ohio 45014

Description	Total
◇Site Work: Gutters on the new porch extension -Description of Site Work: -New metal fascia trim (that matches the existing building) will be bent to cover the gutter boards -New vented vinyl soffit (that matches the existing) will be installed on the eaves overhang -A new gutter will be installed on the front and back side of the porch extension -The new gutters will butt up to the exiting gutters -Two new downspouts will be installed on end of the new gutter	920.00
◇Site Work: Gutters on the old building -Description of Site Work: -Removal and disposal of old gutters and down spouts -Installation of a new seamless gutter on the front and back side of the entire structure -A total of 4 downspouts will be installed on each corner of the gutter	380.00
◇Site Work: Roofing for existing building -Description of Site Work: -Removal and disposal of the shingles and felt paper -15lb. roof felt, aluminum drip edge, a ridge vent and three dimensional shingles will be installed	2,750.00
*Price includes all labor and materials, as stated above.	
Thank you for your interest in HB Contractor Services.	<b>Total \$21,315.00</b>

- Estimate valid for 30 days
- Any additional work / changes outside of this estimate will be done at an additional charge
- HB Contractor Services LLC is not responsible for any costs due to unforeseen conditions
- One year workmanship warranty included

# HB Contractor Services LLC

675 N Deis Street #195  
 Fairfield, OH 45014  
 www.hb-contractor.com  
 513.965.1000

## Estimate

Date	Estimate #
9/17/2014	1489

Name / Address
City of Fairfield Fairfield Youth Playfields 4920 River Road, Fairfield, Ohio 45014

Description	Total
◇ 20' x 20' Shelter at Youth Playfields: -This estimate is for a 20' wide by 20' long open shelter -The new structure will be free standing -All necessary permits will be pulled by HB Contractor Services LLC	
◇ Site Work: Grading of gravel, post holes, concrete slab, and concrete for post holes: -Description of Site Work: -8" to 10" of gravel and dirt will be removed and disposed of to ready the new porch for concrete -Six, 12" wide x 36" deep, round concrete piles will be dug to support the new porch -4" to 6" of gravel will be installed and compacted where the new concrete will be poured -A new 20' x 20' pad of concrete will be poured -Wire mesh will be incorporated into concrete pad -The holes for the posts will also be filled during the pour	3,200.00
◇ Site Work: Labor and material for posts, beams, scissor trusses, sheeting, felt paper, singles and framing around posts for stone: -Description of Site Work: -The structure will be supported by six 6x6 posts, attached to the concrete with metal post-to-concrete connectors -The new structure will be supported by two 2x10 boards sandwiched together, attached to the 6x6 posts with metal beam-to-post connectors -The new roof will have a 5/12 roof pitch -The rafters will consist of 2" x 6" boards spaced every 16" and then sheathed with 1/2" plywood -15lb. roof felt, aluminum drip edge, a ridge vent and three tab shingles (that matches the existing roof) will be installed -The gable ends will be sheathed with T1-11 plywood	9,100.00
◇ Site Work: Stone for 6 posts and limestone caps: -Description of Site Work: -New stone pillars will be installed around each posts -I will be using Allen Block Courtyard Collection with a Rockcast cap -The six stone pillars will have a dimension of 22.5" wide x 22.5" long x 38.5" tall	4,100.00
◇ Site Work: Painting exterior trim: -Description of Site Work: -The posts, beams and gable end will be painted the color of your choice -The gutter board will be painted the color of your choice	850.00
*Price includes all labor and materials, as stated above.	
Thank you for your interest in HB Contractor Services.	<b>Total \$17,250.00</b>

- Estimate valid for 30 days
- Any additional work / changes outside of this estimate will be done at an additional charge
- HB Contractor Services LLC is not responsible for any costs due to unforeseen conditions
- One year workmanship warranty included

Marsh Lake Baithouse Extension

Item	Description	Cost
1	Grading of gravel, post holes, concrete slab, and concrete for post holes	\$3,350
2	Labor and material for posts, beams, scissor trusses, sheeting, felt paper, singles and framing around posts for stone	\$9,215
3	Stone for 6 posts, two 1/2 posts against existing building and limestone caps	\$3,950
4	Painting exterior trim	\$750
5	Gutters on old and new building	\$1,300
6	Roofing for existing building	\$2,750
<b>SUBTOTAL</b>		<b>\$21,315</b>

20' x 20' Shelter at Youth Playfields

Item	Description	Cost
1	Grading of gravel, post holes, concrete slab, and concrete for post holes	\$3,200
2	Labor and material for posts, beams, scissor trusses, sheeting, felt paper, singles and framing around posts for stone	\$9,100
3	Stone for 6 posts and limestone caps	\$4,100
4	Painting exterior trim	\$850
<b>SUBTOTAL</b>		<b>\$17,250</b>

**TOTAL PROJECT** **\$38,565**

Submitted By: HB Contractor Services LLC  
 675N Deis Drive  
 Fairfield, Ohio 45014

Contact Person: Ben Hershner  
 513-290-8966  
 ben.hershner@hb-contractor.com



Marsh Lake Bathhouse Extension

2/8/20  
BFA

Item	Description	Cost
1	Grading of gravel, post holes, concrete slab, and concrete for post holes	
2	Labor and material for posts, beams, scissor trusses, sheeting, felt paper, shingles and framing around posts for stone	
3	Stone for 6 posts, two 1/2 posts against existing building, and limestone caps	
4	Painting exterior trim	
5	Gutters on old and new building	
6	Roofing for existing building	
<b>SUBTOTAL</b>		

20' x 20' Shelter at Youth Playfields

Item	Description	Cost
1	Grading of gravel, post holes, concrete slab, and concrete for post holes	
2	Labor and material for posts, beams, scissor trusses, sheeting, felt paper, shingles and framing around posts for stone	
3	Stone for 6 posts and limestone caps	
4	Painting exterior trim	
<b>SUBTOTAL</b>		

**TOTAL PROJECT**

MEPLANS CITY STAMP  
BID BACK Sept 30<sup>th</sup>

R

**ROSENBAUER REMODELING**

5741 Sigmon Way  
Fairfield, Ohio 45014  
Phone: (513) 260-2586

Proposal:

Date: September 24, 2014

Name:	City of Fairfield
Address:	
Attn. :	Bob Schappacher
Phone:	503-3159

Rosenbauer Remodeling proposes to furnish labor and materials as herein specified for:	
• Shelter at Marsh Lake bait house	
•	
• Installation of slab and postholes 12' diameter 36" deep concrete to be 5-1/2" thick	
• Size to be 21ft. by 21 ft.	
•	
• Labor and materials for posts, beams, scissor trusses, roof framing, and for around posts for cultured stone	
• Posts to be 6" by 6" Treated	
• Beams to be triple treated 2" by 10"	
• Scissor trusses to be 4/12 pitch outside with a 2/12 on inside	
• Gable end to be trimmed out with stucco panels and 1"by 6" cedar trim	
• Paint all exterior trim.	
•	
• Roofing to be removed from bait house	
• Roofing to have 30# felt with a 30 year dimensional shingle	
• Drip edge all around	
•	
• New gutters to both bait house and shelter	
•	
• Cultured stone applied to the 6 posts with white limestone cap ( similar to Huffman)	
• Two posts to be half posts against bait house	
•	

R

**ROSENBAUER REMODELING**

5741 Sigmon Way  
Fairfield, Ohio 45014  
Phone: (513) 260-2586

Proposal:

Date: September 24, 2014

Name:	City of Fairfield		
Address:			
	Attn. : Bob Schappacher	Phone:	503-3159

Total Labor and Materials: \$ 24,200.00

Additional for wood ceiling 1" by 8" Knotty Pine car siding: \$ 2,740.00

**Cost based on information given.**

**Adjustments may be made when blueprints received.**

**Steve Rosenbauer**  
**513-260-2586**





**ROSENBAUER REMODELING**

5741 Sigmon Way  
Fairfield, Ohio 45014  
Phone: (513) 260-2586

Proposal:

Date: September 24, 2014

Name:	City of Fairfield		
Address:			
	Attn. : Bob Schappacher	Phone:	503-3159

Total Labor and Materials: \$ 21,850.00

Additional for wood ceiling. 1" by 8" Knotty Pine car siding: \$ 2,740.00

**Cost based on information given.  
Adjustments may be made when blueprints received.**

**Steve Rosenbauer  
513-260-2586**

**Grammel Construction**  
5276 Charlene Ave.  
Fairfield, OH 45014  
Wk: 513-863-3973  
Cell: 513-260-2542

City of Fairfield  
Marsh Lake Shelter  
9-11-14

**Shelter House:**

Grading of gravel, post holes, concrete slab, and concrete for post holes \$4,900

Labor and material for posts, beams, scissor trusses, sheeting, felt paper, shingles and framing around posts for stone \$14,450

Stone for 6 posts, two ½ posts against existing building, and limestone caps \$5,500

Painting exterior trim \$800

Gutters on old and new building \$1,100

Roofing for existing building \$3,500

**Total: \$30,150**

Grammel Construction  
5276 Charlene Ave.  
Fairfield, OH 45014  
Wk: 513-863-3973  
Cell: 513-260-2542

City of Fairfield  
River Rd. Shelter  
9-24-14

Shelter House:

Grading of gravel, post holes, concrete slab, and concrete for post holes \$4,500

Labor and material for posts, beams, scissor trusses, sheeting, felt paper, shingles and framing around posts for stone \$14,450

Stone for 6 posts, and limestone caps \$5,000

Painting exterior trim \$800

Total: \$24,750





1061B Skillman Drive  
Cincinnati, OH 45215

Phone # 513-672-8302

Fax # 513-672-8306

**BASE BID -  
POLYESTER FELT, STEAM CURE  
SANITARY SEWER REHABILITATION**

**Estimate**

Date	Estimate #
9/10/14	79

Name / Address	Job Address
City of Fairfield Dept of Public Works Jason Hunold	rt 4 pumping station discharge lines

Item	Description	Qty	Unit Measure	Rate	Total
liner 6"	install 8" liner/price includes measuring cutting/onsite wet out/install/curing liners to be install at rt 4 pumping station / each line is approx 30' in length pipes to be cleaned and prepped by city of fairfield prior to lining	60		123.33333	7,400.00

For furnishing and installing all new materials, labor, and equipment that may be incidental to and for the construction of sanitary sewer facilities as specified and outlined above.

<b>Total</b>	\$7,400.00
--------------	------------

\*\*This is an estimate only, not a contract. Estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

We propose the following:

**PROPOSAL**

City of Fairfield  
5350 Pleasant Avenue  
Fairfield, Ohio 45014

19-Sep-14

Dixie Deli Storm Sewer Repair

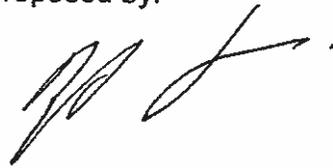
Description	Qty	Unit	Unit Price	Extended Total
Traffic Control	1	EA	\$1,500.00	\$1,500.00
Mobilization	1	EA	\$250.00	\$250.00
Connection to existing	1	EA	\$650.00	\$650.00
Saw Cut	60	LF	\$5.00	\$300.00
12" Conduit Type	120	LF	\$82.00	\$9,840.00
Catch Basin 2-2	2	EA	\$650.00	\$1,300.00
Patching	8	SY	\$85.00	\$680.00
Seed & Straw	1	LS	\$250.00	\$250.00
<b>Total</b>				<b>\$14,770.00</b>

Notes

Layout by other's.

Accepted By:

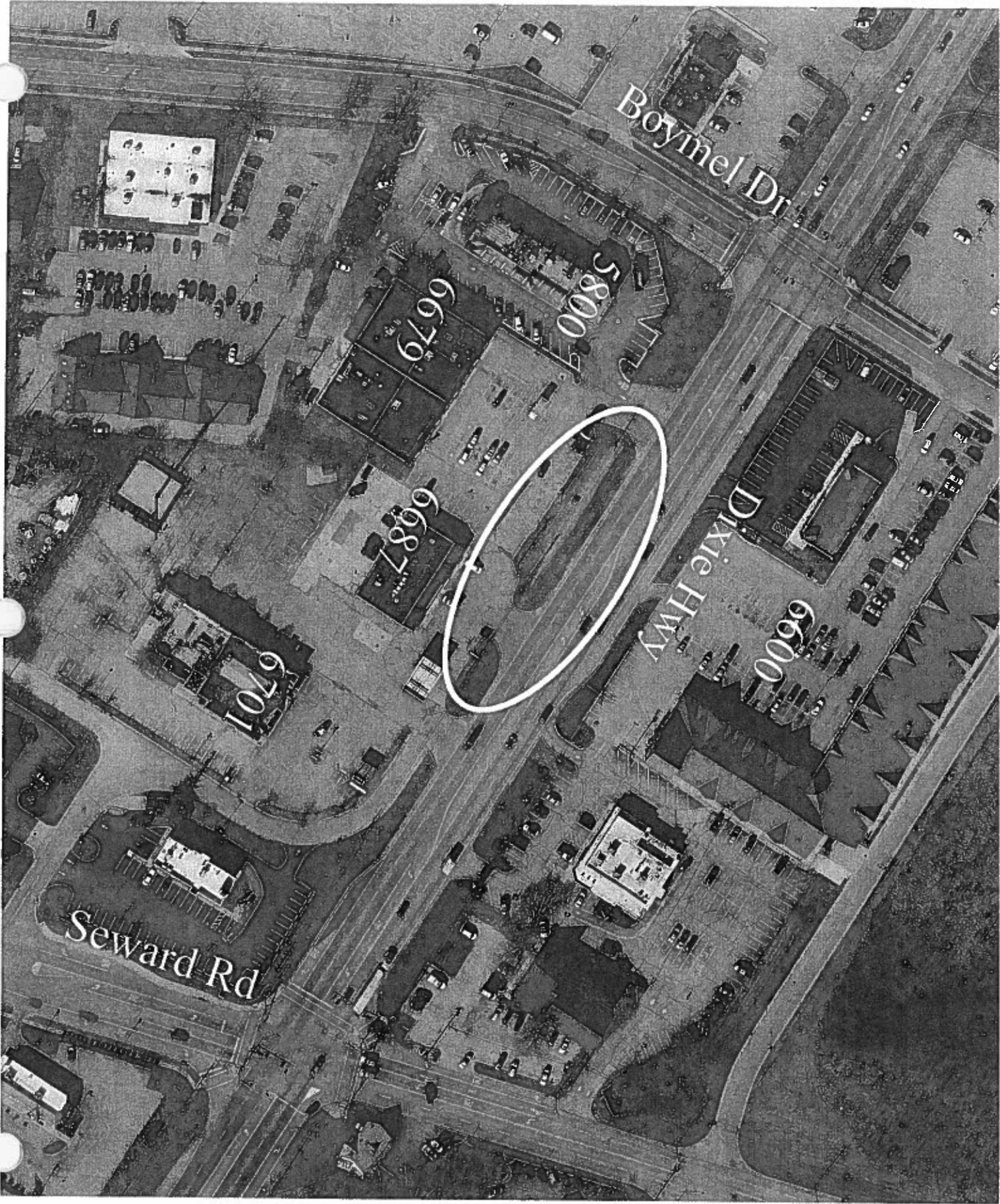
Proposed by:



All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above proposal involving extra cost will be executed at an extra cost, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Acceptance of Proposal (sign and return a copy)  
The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made monthly.  
Unit prices will prevail. Proposal valid for thirty days.

**Mt. Pleasant Blacktopping Company, Inc.**



Boymel Dr

6679

5800

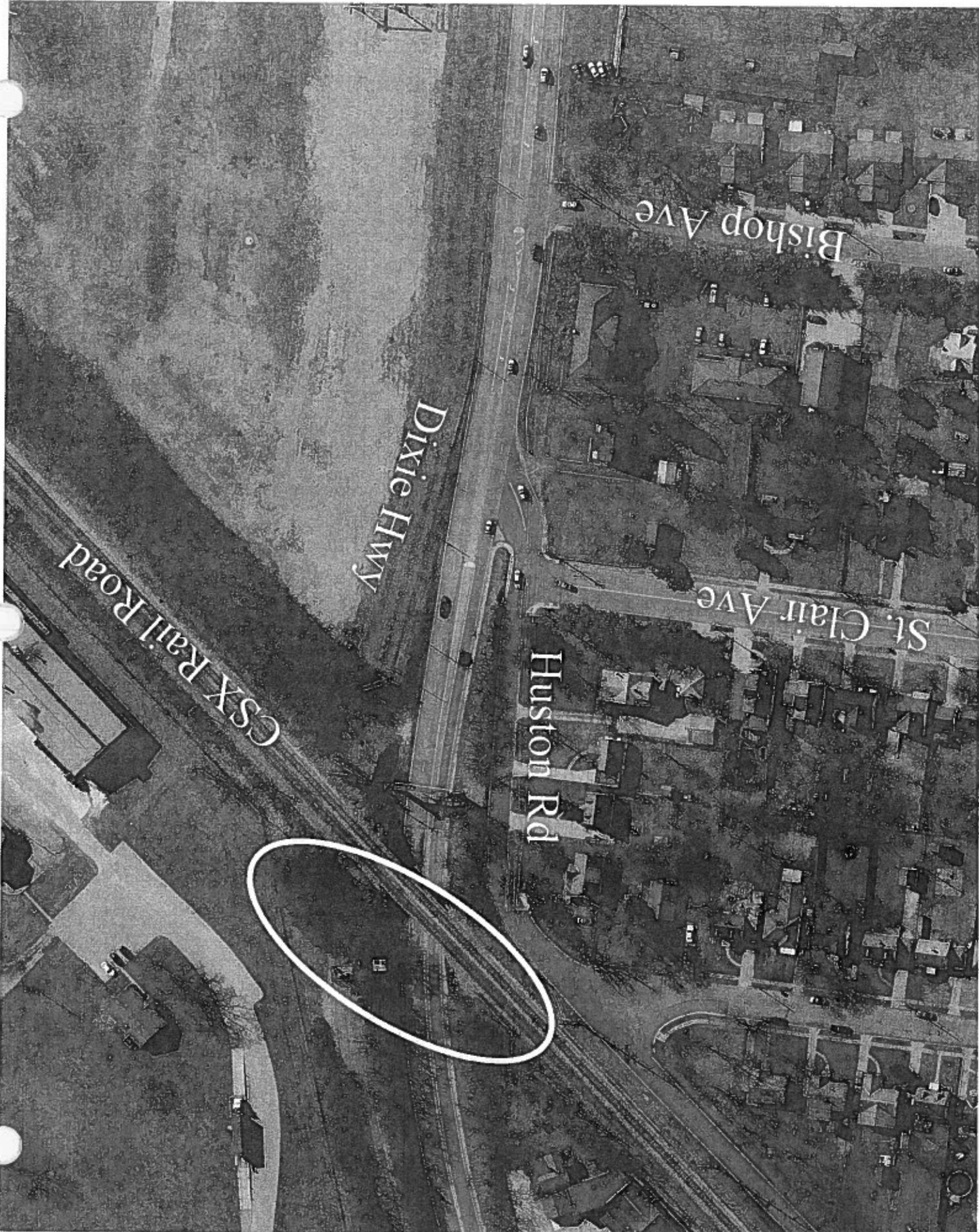
6687

Dixie Hwy

6600

6701

Seward Rd



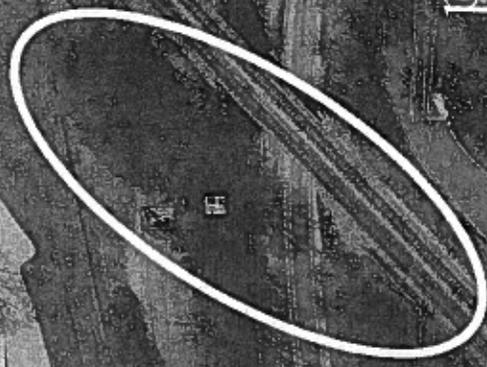
Bishop Ave

St. Clair Ave

Huston Rd

Dixie Hwy

CSX Rail Road



CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

October 14, 2014

## ITEM

City Council is requested to approve an appropriation in the amount of \$18,500 from the Capital Improvement Fund for 2014.

## FINANCIAL IMPACT

An appropriation in the amount of \$18,500 from the Capital Improvement Fund for the replacement of several network switches across the city as approved under project FIN 14-001.

## BACKGROUND

Data usage within the internal Fairfield City's network continues to grow as technology advances, and the network infrastructure needs to grow with the increased usage. Internal applications continue to require more bandwidth, and increase the amount of processing required by network devices to accommodate more complex network traffic. This improvement will add several network switches in several locations across the city and enhance the network infrastructure providing more reliability and great room for expansion in the future.

## STAFF RECOMMENDATION

It is recommended the City Council approve the requested appropriation and authorize and direct the preparation of legislation for the appropriation of \$18,500 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:

Accepted by Council Agenda:

*[Handwritten signatures]*



CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO:	ACCOUNT NO:	DATE:
FPMV240	6636447	9/22/2014

**BILL TO:**  
 CITY OF FAIRFIELD  
 5350 PLEASANT AVE

**SHIP TO:**  
 CITY OF FAIRFIELD  
 Attention To: LANCE KENNEDY  
 701 WESSEL DR

Accounts Payable  
 FAIRFIELD, OH 45014-3597

FAIRFIELD, OH 45014-3611  
 Contact: LANCE  
 KENNEDY 513.658.4821

Customer Phone #

Customer P.O. # FPMV240 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
BJ DIETERICH 866.665.7137		UPS Ground (1- 2 day)	NET 30-VERBAL	GOVERNMENT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	3064477	CISCO DIRECT WS-C2960X-48FPS-L Mfg#: WS-C2960X-48FPS-L Contract: MARKET	3,686.75	11,060.25
1	3065848	CISCO DIRECT WS-C2960X-24PS-L Mfg#: WS-C2960X-24PS-L Contract: MARKET	1,788.51	1,788.51
5	2653504	CISCO DIRECT GLC-SX-MMD Mfg#: GLC-SX-MMD Contract: MARKET	365.08	1,825.40
3	3129740	CIS DIR 1Y SNET 8X5XNBD Mfg#: CON-SNT-WSC294SL Contract: MARKET	384.03	1,152.09
1	3078576	Electronic distribution - NO MEDIA CIS DIR 1YR SNET 8X5XNBD Mfg#: CON-SNT-WSC224SL Contract: MARKET	186.52	186.52
3	2653513	Electronic distribution - NO MEDIA CISCO DIRECT GLC-LH-SMD Mfg#: GLC-LH-SMD Contract: MARKET	705.22	2,115.66
2	1210995	C2G 1M LC/SC DPX 9/125 SM FIBER YLW Mfg#: 29190 Contract: MARKET	27.92	55.84
2	1062059	*duplex singlemode C2G 1M LC/LC DPX 62.5/125 MM FIBER Mfg#: 33172 Contract: MARKET	17.95	35.90
SUBTOTAL				18,220.17
FREIGHT				140.29
TAX				0.00

US Currency

**TOTAL** 18,360.46

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.752.3951

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>  
 For more information, contact a CDW account manager.

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

ITEM NO. 11 (C) 27A

October 14, 2014

ITEM

City Council is requested to approve an appropriation in the amount of \$5,200 from the Capital Improvement Fund for 2014.

FINANCIAL IMPACT

An appropriation in the amount of \$5,200 from the Capital Improvement Fund for the replacement of one portion of the network connectivity at the Water Treatment Plant as approved under project FIN 14-001.

BACKGROUND

In order to facilitate the continued use of the City network equipment and to add further network capabilities to out buildings at the Water Treatment Plant, one node of the network backbone must be replaced. The current cabling in place is no longer capable of transmitting the more modern network traffic and is no longer compatible with the associated equipment necessary for consistency across the network. This upgrade will greatly enhance the network and afford the ability to expand the network for future growth.

STAFF RECOMMENDATION

It is recommended the City Council approve the requested appropriation and authorize and direct the preparation of legislation for the appropriation of \$5,200 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:

Financial Review (where applicable) by:

Legal Review (where applicable) by:

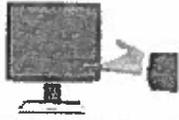
Accepted by Council Agenda:

Joseph Waldmann

Mary Hopton

[Signature]

[Signature]



# Estimate

## ST Communications LLC

1723 Bladestone Drive  
Brooksville, KY. 41004

606-782-5261  
606-735-3403  
Cell: 555 777  
steventucker7@windstream.net  
Website: www.company.com

Estimate No: 1  
Date: 9/23/2014  
Territory:  
Sales Rep

For:  
City Of Fairfield  
Joseph Waldmann  
Water Treatment CCTV system

Code	Description	Quantity	Rate	Amount
	Installation of a 6 strand multimode fiber from IDF to new CCTV rack.	1.00	\$0.00	\$0.00
	All materials associated with install. Fiber, rackmount panels, etc.	1.00	\$2,750.00	\$2,750.00
	Labor for installation, termination, and testing	48.00	\$50.00	\$2,400.00

\* Indicates non-taxable item

Subtotal	\$5,150.00
TAX (0.00%)	\$0.00
<b>Total</b>	<b>\$5,150.00</b>

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

**ITEM:**

DATE: 10/14/2014

Appropriation of \$7,480 for professional services by T. Luckey Sons, Inc. for concrete repairs at the Water Treatment Plant.

**FINANCIAL IMPACT:**

Concrete repairs at the Water Treatment Plant were included in the Capital Improvement Program, under project WAT-12-009 to be completed in 2014.

<sup>14</sup>  
**SYNOPSIS:**

The project will provide repairs to various leaking concrete clarifier tanks at the Water Treatment Plant thus insuring the integrity of the concrete structures.

**BACKGROUND:**

The walls of the clarifiers at the water plant are showing age and stress from age, as they are cracked and leaking. The Water Division has obtained a price quote from T. Luckey Sons, Inc. for concrete repairs of these tanks. T. Luckey Sons Inc. is a company specializing in support restoration and they completed similar repairs during 2012. They are to supply all labor, equipment and materials required to inject polyurethane grout into the leaking cracks, joints and waterstops in the clarifier walls.

**RECOMMENDATION:**

It is recommended that City Council appropriate \$7,480 from the Water Replacement and Improvement Fund for professional services by T. Luckey Sons, Inc. for concrete repairs at the Water Treatment Plant.

<b>LEGISLATIVE ACTION:</b>	Suspension of Rules and Adoption Requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If yes, explain above.
		yes	no	
	Emergency Provision Needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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]

# T. Luckey Sons, Inc.

Support Restoration Technologies  
10251 Suspension Bridge Road  
Harrison, Ohio 45030  
An EEO/Drug Free Employer

## Proposal: Scope, Exclusions, and Agreement Letter

To: City of Fairfield Ohio Public Utilities

Regarding: Repairing Various Leaking Concrete Cracks (Tanks)

DATE: October 1, 2014

ATTN: Mr. Andy Eddy

PHONE: 513-858-7775

FAX: 513-829-3536

FROM: Mr. Randall L. Brooks

PHONE: 513-353-2544

T. Luckey Sons, Inc.

FAX: 513-353-2655

### PROPOSAL

SENT VIA:                      FAX.                      MAIL.                      MESSENGER.

COPY TO: FILE.

Total number of pages: 3

### A. Terms:

T. Luckey Sons, Inc. is hereinafter considered the Contractor and is also referred to as T.L.S.

### Scope of Work:

Supply all labor, equipment and materials required for sealing leaking cracks, joints and waterstops through concrete water holding tanks as directed by the City of Fairfield Ohio. Our proposed method of repair will be by injection of potable water approved water activated polyurethane grout.

### Proposal Details:

- Drill 3/8" injection holes on approximately 45-degree angles at each leaking crack location as so to cross the crack approximately 1/2 the structure thickness.
- Drilling straight into the cracks is also acceptable depending on the surface condition of the concrete at each crack location.
- Injection holes will be drilled on approximately 1-foot centers. Injection holes may be drilled straight directly into cracks depending on the overall conditions of each crack.
- Utilize clean water to flush drilling debris from inside each injection hole.
- Install and secure 3/8" pressure injectors into each injection hole.
- Utilize clean water injected through pressure injectors to remove debris from inside the cracks.
- Beginning at the lowest point of each crack and work up begin injection of polyurethane grout.
- Grouting will continue until grout vents out of the next adjacent pressure injector and or crack.

- Cap injector and repeat the process on all remaining pressure injectors.
- Remove pressure injectors and patch remaining holes with hydraulic cement.

### Pricing

#### Time and Materials:

- Labor & Equipment: \$2,750.00 per day (max-10-hours per day)
- Polyurethane Grout: \$82.50 per gallon

#### Estimated Quantities:

- Labor & Equipment: 2-days @ \$2,750.00ea. = \$5,500.00
- Polyurethane Grout: 24-gallons @ \$82.50ea. = \$1,980.00
- Totals: \$7,480.00

We estimate we can complete approximately 200 L.F. within the 2-days estimated for the repairs.

#### B. Exclusions to Scope:

1. The project Owner shall provide an adequate and convenient supply of potable water for our grout mixing operations.
2. The project Owner shall provide reasonable access to the work. This provided access area shall be utilized for storage and use of our grout materials and equipment.
3. The proposed bid price does not include premiums for payment of performance bonds or special insurance. If a performance bond is required, then please add 2.0 percent to the bid price. Special insurance shall be negotiated separately.
4. Any required independent engineering, inspection, or testing services, and / or pre-construction and post-construction surveys are excluded from this proposal.
5. The Project Owner shall provide all government required permits, government required fees, and/or any permission of adjacent property owners that **may be required** for the performance our work, except for those required for the transportation of our equipment and any state or local contractor's licenses.
6. T. Luckey Sons, Inc. is excluded from any responsibility for damages caused by grout that enters into those underground and/or under-slab utilities that have openings which may allow TLS grout to enter these underground and/or under-slab utilities. TLS strongly urges the project Owner to verify that all underground and/or under-void utilities are "air-tight". If these utilities are not "air-tight", then the project Owner must make the utilities "air-tight" prior to beginning grouting operations
7. T. Luckey Sons, Inc. is excluded from any responsibility for grout that enters into those underground (under slab) utilities that T. Luckey Sons, Inc. has no reason to know exist. These underground utilities include but are not limited to: sewer, water, drain tiles, elevator shafts, roof drains, and other unexpected voids. The Project Owner is responsible for clearly marking all project utilities and bringing to the attention of TLS the existence of these utility markings. The project Owner must mark the location of the under-slab utilities so that TLS can avoid drilling into these utilities.
8. This proposal is valid for only 30 days beginning from the date of this proposal.
9. Contractor shall only patch the drilled holes with Concrete materials. The Contractor shall not replace nor restore any floor coverings affected by the grouting operations.
10. TLS expressly takes **no** design and or engineering responsibility of our performed work.

**C. Compensation and Dispute Resolution:**

1. The project Owner shall pay T. Luckey Sons, Inc. within 30 days of the date of T.L.S. invoice.
2. Both Parties, the project Owner and T. Luckey Sons, Inc. agree to the following three provisions:
  - a) Both Parties agree to arbitrate all disputes.
  - b) In the event of a successful collection action by T. Luckey Sons Inc. against the project Owner, the project Owner agrees to pay T. Luckey Sons, Inc. interest on the owed principal at the prime rate plus 1.5 percent.
  - c) In the event of a successful collection action by T. Luckey Sons Inc. against the project Owner, the project Owner agrees to provide recovery for T. Luckey Sons', Inc. attorney fees.

**D. Signatures Indicating Agreement to this Proposal:**

<u>Project Owner</u>	<u>Contractor</u>
:	T. Luckey Sons, Inc.
By:	By: Mr. Randall L. Brooks
Title: _____	Title: Division Manager;
Signature: _____	Signature: _____
Date: _____	Date: _____

resump1.doc

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 14 (C) 21A

**ITEM:**

DATE: 10/6/2014

An appropriation in the amount of \$11,271 for purchase of one centrifugal sludge pump.

**FINANCIAL IMPACT:**

Funding for this project is included in the approved 2014-2018 Capital Improvements Program under project WAT-14-010.

**SYNOPSIS:**

This equipment is essential to the water softening and treatment process at the Fairfield Water Treatment Plant. This unit is a replacement for a pump that has previously been rebuilt and has major parts that have deteriorated to a point that make rebuilding the unit not economically feasible. The condition of the pump has forced the maintenance staff to take it out of service. This is one of two pumps serving two of the four clarifier units. With no backup, the remaining pump is being used continuously with no back up pump available. A failure of the running pump would mean a serious reduction of treatment capacity. The equipment will be installed by Water Division Personnel.

**BACKGROUND:**

The sludge pump transports the spent lime along with the calcium and magnesium removed from the water (lime sludge) from the Water Treatment Plant to the Lime Lagoons. Two quotes for the equipment have been received.

**RECOMMENDATION:**

It is recommended that City Council authorize the appropriation of \$11,271 from the Water Surplus Fund and purchase the Sludge Pump from Sullivan Environmental Technology.

**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: \_\_\_\_\_

## Andreas Eddy

---

**From:** Dan Sullivan <dan@sullivanenvtec.com>  
**Sent:** Monday, October 06, 2014 12:15 PM  
**To:** Andreas Eddy  
**Cc:** mike.howard@weirgroup.com  
**Subject:** Wemco Hidrostal Pump

Hi Andy,

Spoke to the factory. Good news and bad.

Good news is that we can build the pump in 3 weeks as all of the parts are in stock. The bad news is that your pump originally came furnished with a cast iron impeller; which is not a stock item and has a lead time of 14 weeks.

That said, we do have a dynamically balanced high-chrome iron impeller in stock for this same pump. This impeller is an upgrade to cast iron due to it's superior resistance to corrosion and abrasion. Consequently it is more expensive and would add \$969.00 to the cost of the pump.

Please give this some thought and I will give you a call in a little bit to discuss further.

Thank you,

Dan  
dan@sullivanenvtec.com  
859-426-5178 office  
859-426-5177 fax  
513-515-6253 mobile



## Quotation Summary

01 Oct 2014

Sullivan Environmental Technology  
2553 Thirs Drive  
Villa Hills, KY  
41017

Quotation number: 304240  
Revision: 1

Attn: Dan Sullivan  
E-mail: dan@sullivanenvtec.com

Project: Replacement S/N 05DW05464-01 (Fairfield, OH)  
Your reference:

The following is a price summary for this quotation. Please see item specific pages for more details.

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001		E5K-L Horizontal	\$ 10,057	\$ 245	1	\$ 10,302
Grand Total						\$ 10,302

**PUMP FEATURES:** All Weir Specialty Pumps are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

**SCOPE OF SUPPLY:** Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

**QUALITY STANDARDS:** Weir Specialty Pumps - Salt Lake City, UT is an ISO 9001-2008 certified plant.

**VALIDITY:** This offer is valid for 60 days from date issued. Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date.

**PRICE:** Price quoted is for all items purchased at one time. In the event of a partial order, we will review and adjust accordingly.

**SHIPMENT:** Approximately 24-26 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

**START-UP:** Not included.

**TERMS AND CONDITIONS:** Weir Specialty Pumps General Sales Policy (GSD-30) applies.

**PAYMENT TERMS:** 100% Net 30 days (subject to credit approval)

**Customer Price Sheet**

Customer	Sullivan Environmental Technology	Size / Stages	E5K-L Horizontal / 1
Item number	001	Pump speed	1,615 rpm
Customer reference		Quote number	304240

**Totals**

Grand Total	\$ 10,302	Lead Time Total	N/A
Pump	\$ 10,302	Total unit weight	396.0 lb

**Pump**

Qty	Description	Unit Price	Extended Price
1	<b>E5K-L Horizontal</b>	\$ 10,302	\$ 10,302
	<b>Wet End</b>		
	<b>Pump Options</b>		
	Cast Iron Case		
	<b>Liner Material</b>		
	Cast Iron Suction Cover (non-regulable)		
	Grooved Suction Cover		
	Buna Wet End O-rings		
	Steel Pump Hardware		
	Ductile Iron Impeller		
	<b>Bearing Frame</b>		
	<b>Bearing Frame</b>		
	Cast Iron Bearing Frame		
	E2S Bearing Frame		
	<b>Pump Sealing</b>		
	<b>Pump sealing</b>		
	Seal Type: Packing		
	Acrylic/graphite packing		
	Cast iron gland housing/backplate		
	Bronze gland		
	<b>Driver</b>		
	<b>Motors</b>		
	No Motor Supplied: No Motor Supplied		
	<b>Baseplate and Drive</b>		
	No Baseplate		
	<b>Protective Coatings</b>		
	<b>Paint manufacturer &amp; type</b>		
	Paint Preparation: Standard paint preparation (clean and blast)		
	WSP Standard Blue Paint - Prime and Top Coat		
	<b>Packing &amp; Shipping</b>		
	<b>Shipping</b>		
	No Boxing		
	WSP Decision Carrier		
	<b>Freight Rates</b>		
	Freight Rates - Ohio: Ohio		
	<b>Material Testing</b>		
	<b>Material Testing</b>		
	No Hardness Testing		
	No Non-Destructive Testing		
	<b>Testing</b>		
	No Testing		

## Andreas Eddy

---

**From:** Dan Sullivan <dan@sullivanenvtec.com>  
**Sent:** Thursday, October 02, 2014 12:45 PM  
**To:** Andreas Eddy  
**Subject:** Wemco Pump Replacement for S/N 05DW05464-01  
**Attachments:** Quote 304240 Rev 1 (Oct. 1, 2014).pdf

Hi Andy,

Appreciate your recent inquiry. In response to same, attached please find the requested Wemco Hidrostal replacement pump proposal for your reference and consideration.

Upon review, please advise if I may be of further assistance. If you wish to place an order, please address it to "Weir Specialty Pump c/o Sullivan Environmental Technologies".

Thank you,

Dan

[dan@sullivanenvtec.com](mailto:dan@sullivanenvtec.com)

859-426-5178 office

859-426-5177 fax

513-515-6253 mobile



## Quotation

06 Oct 2014

Sullivan Environmental Technology  
2553 Thirs Drive  
Villa Hills, KY  
41017

Quotation number: 304240  
Revision: 2

Attn: Dan Sullivan  
E-mail: dan@sullivanenvtec.com

Project: Replacement S/N 05DW05464-01 (Fairfield, OH)  
Your reference:

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,

Katie Bailey  
Weir Specialty Pumps

CC: Robert Haws



## Quotation Summary

06 Oct 2014

Sullivan Environmental Technology  
2553 Thirs Drive  
Villa Hills, KY  
41017

Quotation number: 304240  
Revision: 2

Attn: Dan Sullivan  
E-mail: dan@sullivanenvtec.com

Project: Replacement S/N 05DW05464-01 (Fairfield, OH)  
Your reference:

The following is a price summary for this quotation. Please see item specific pages for more details.

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001		E5K-L Horizontal	\$ 11,026	\$ 245	1	\$ 11,271
Grand Total						\$ 11,271

**PUMP FEATURES:** All Weir Specialty Pumps are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

**SCOPE OF SUPPLY:** Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

**QUALITY STANDARDS:** Weir Specialty Pumps - Salt Lake City, UT is an ISO 9001-2008 certified plant.

**VALIDITY:** This offer is valid for 60 days from date issued. Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date.

**PRICE:** Price quoted is for all items purchased at one time. In the event of a partial order, we will review and adjust accordingly.

**SHIPMENT:** Approximately 3-4 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

**START-UP:** Not included.

**TERMS AND CONDITIONS:** Weir Specialty Pumps General Sales Policy (GSD-30) applies.

**PAYMENT TERMS:** 100% Net 30 days (subject to credit approval)

**Customer Price Sheet**

Customer	Sullivan Environmental Technology	Size / Stages	E5K-L Horizontal / 1
Item number	001	Pump speed	1,615 rpm
Customer reference		Quote number	304240

**Totals**

Grand Total	\$ 11,271	Lead Time Total	N/A
Pump	\$ 11,271	Total unit weight	396.0 lb

**Pump**

Qty	Description	Unit Price	Extended Price
1	<b>E5K-L Horizontal</b>	\$ 11,271	\$ 11,271
	<b>Wet End</b>		
	<b>Pump Options</b>		
	Cast Iron Case		
	<b>Liner Material</b>		
	Cast Iron Suction Cover (non-regulable)		
	Grooved Suction Cover		
	Buna Wet End O-rings		
	Steel Pump Hardware		
	High Chrome Impeller		
	Dynamic Impeller Balance		
	<b>Bearing Frame</b>		
	<b>Bearing Frame</b>		
	Cast Iron Bearing Frame		
	E2S Bearing Frame		
	<b>Pump Sealing</b>		
	<b>Pump sealing</b>		
	Seal Type: Packing		
	Acrylic/graphite packing		
	Cast iron gland housing/backplate		
	Bronze gland		
	<b>Driver</b>		
	<b>Motors</b>		
	No Motor Supplied: No Motor Supplied		
	<b>Baseplate and Drive</b>		
	No Baseplate		
	<b>Protective Coatings</b>		
	<b>Paint manufacturer &amp; type</b>		
	Paint Preparation: Standard paint preparation (clean and blast)		
	WSP Standard Blue Paint - Prime and Top Coat		
	<b>Packing &amp; Shipping</b>		
	<b>Shipping</b>		
	No Boxing		
	WSP Decision Carrier		
	<b>Freight Rates</b>		
	Freight Rates - Ohio: Ohio		
	<b>Material Testing</b>		
	<b>Material Testing</b>		
	No Hardness Testing		
	No Non-Destructive Testing		



Pump			
Qty	Description	Unit Price	Extended Price
	<b>Testing</b>		
	No Testing		
	<b>Weights</b>		
	Bareshaft Pump 396.lbs		
	Baseplate 0.lbs		
	Driver 0.lbs		
	Total Per Unit Weight 396.lbs		



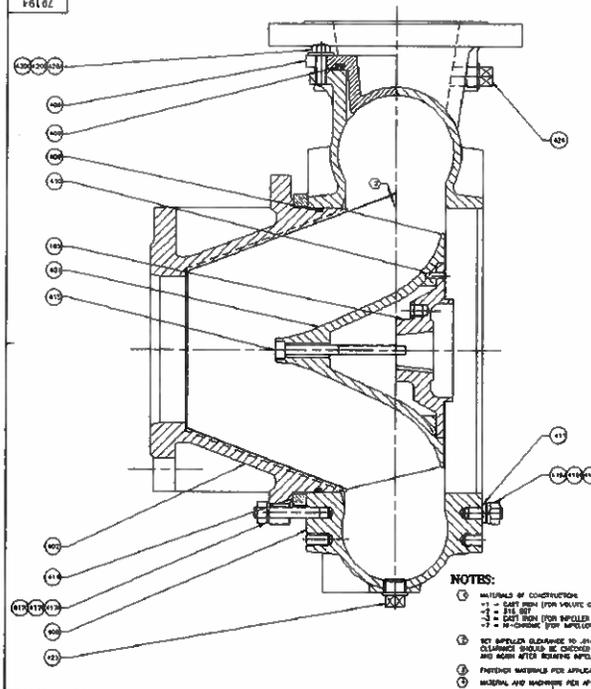
Construction Datasheet						
Customer	: Sullivan Environmental Technology			Quote Number	: 304240	
Project	:			Model / Size	: E5K-L Horizontal	
Item number	: 001			Stages	: 1	
Service	: -			Pump speed	: 1,615 rpm	
Quantity of pumps	: 1			Date last saved	: 06 Oct 2014 2:05 PM	
Construction				Driver Information		
<b>Nozzle</b>	<b>Size</b>	<b>Rating (ANSI)</b>	<b>Face</b>	<b>Pos'n</b>	Manufacturer	: N/A
Suction	6 in	125 lbs	FF	Left	Power	: N/A
Discharge	5 in	125 lbs	FF	Right	Service factor	: N/A
Impeller Type	: Screw-Centrifugal			Speed	: N/A	
Impeller Design	: Non-Clog			Orientation / Mounting	: Horizontal/Foot	
Pump Orientation	: Horizontal			Driver type	: N/A	
Bearing Type (Rad/Thr)	: Ball/Ball			Frame-size	: N/A	
Bearing Lubrication	: Grease			Enclosure	: N/A	
Rotation (view from shaft-end)	: WSP Standard			Hazardous area class	: N/A	
Materials				Explosion rating	: N/A	
Casing	: Cast Iron			Volts / Phase / Hz	: N/A	
Impeller	: High Chrome			Insulation	: N/A	
Liner	: Cast Iron Suction Cover (non-regulable)			Temperature Rise	: N/A	
Elastomer	: Buna Wet End O-rings			Motor mounted by	: N/A	
Shaft	: WSP Standard			Seal, Gland and Piping		
Sleeve	: WSP Standard			Seal Arrangement	: Packing	
Baseplate, Connection and Guard				Seal Size	: N/A	
Baseplate Type	: No Baseplate			Manufacturer	: N/A	
Baseplate Material	: N/A			Gland Material	: Bronze	
Orientation	: N/A			Seal Face Mat'l	: N/A	
Connection Type	: N/A			Throat Bushing	: N/A	
Guard	: N/A			Seal Flush Plan	: N/A	
Weights (Approx.)				Seal Flush Construction	: N/A	
Bareshaft pump	: 396.0 lb					
Baseplate	: 0.00 lb					
Driver	: 0.00 lb					
Total weight	: 396.0 lb					



### General Arrangement Drawing

Customer	: Sullivan Environmental Technology	Quote number	: 304240
Customer reference	:	Size	: E5K-L Horizontal
Item number	: 001	Stages	: 1
Service	:	Pump speed	: 1,615 rpm
Quantity of pumps	: 1.0	Date last saved	: 06 Oct 2014 2:05 PM

THIS DRAWING IS A COPYRIGHTED AND TRADE MARK OF WEIR SPECIALTY PUMPS, DUBLIN.



ITEM NO.	QTY	DESCRIPTION	UNIT	REF. NO.
1	1	IMPELLER	EA	11
2	1	IMPELLER	EA	12
3	1	IMPELLER	EA	13
4	1	IMPELLER	EA	14
5	1	IMPELLER	EA	15
6	1	IMPELLER	EA	16
7	1	IMPELLER	EA	17
8	1	IMPELLER	EA	18
9	1	IMPELLER	EA	19
10	1	IMPELLER	EA	20
11	1	IMPELLER	EA	21
12	1	IMPELLER	EA	22
13	1	IMPELLER	EA	23
14	1	IMPELLER	EA	24
15	1	IMPELLER	EA	25
16	1	IMPELLER	EA	26
17	1	IMPELLER	EA	27
18	1	IMPELLER	EA	28
19	1	IMPELLER	EA	29
20	1	IMPELLER	EA	30
21	1	IMPELLER	EA	31
22	1	IMPELLER	EA	32
23	1	IMPELLER	EA	33
24	1	IMPELLER	EA	34
25	1	IMPELLER	EA	35
26	1	IMPELLER	EA	36
27	1	IMPELLER	EA	37
28	1	IMPELLER	EA	38
29	1	IMPELLER	EA	39
30	1	IMPELLER	EA	40
31	1	IMPELLER	EA	41
32	1	IMPELLER	EA	42

**NOTES:**

- MATERIALS OF CONSTRUCTION
- 1 - 304 SS (FOR IMPELLER CASE & IMPELLER COVER ONLY)
- 2 - 304 SS (FOR IMPELLER CASE)
- 3 - 304 SS (FOR IMPELLER CASE)
- 4 - 304 SS (FOR IMPELLER CASE)
- 5 - 304 SS (FOR IMPELLER CASE)
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- 25 - 304 SS (FOR IMPELLER CASE)
- 26 - 304 SS (FOR IMPELLER CASE)
- 27 - 304 SS (FOR IMPELLER CASE)
- 28 - 304 SS (FOR IMPELLER CASE)
- 29 - 304 SS (FOR IMPELLER CASE)
- 30 - 304 SS (FOR IMPELLER CASE)
- 31 - 304 SS (FOR IMPELLER CASE)
- 32 - 304 SS (FOR IMPELLER CASE)

REV	DATE	DESCRIPTION
1	06 OCT 2014	ISSUE FOR QUOTE

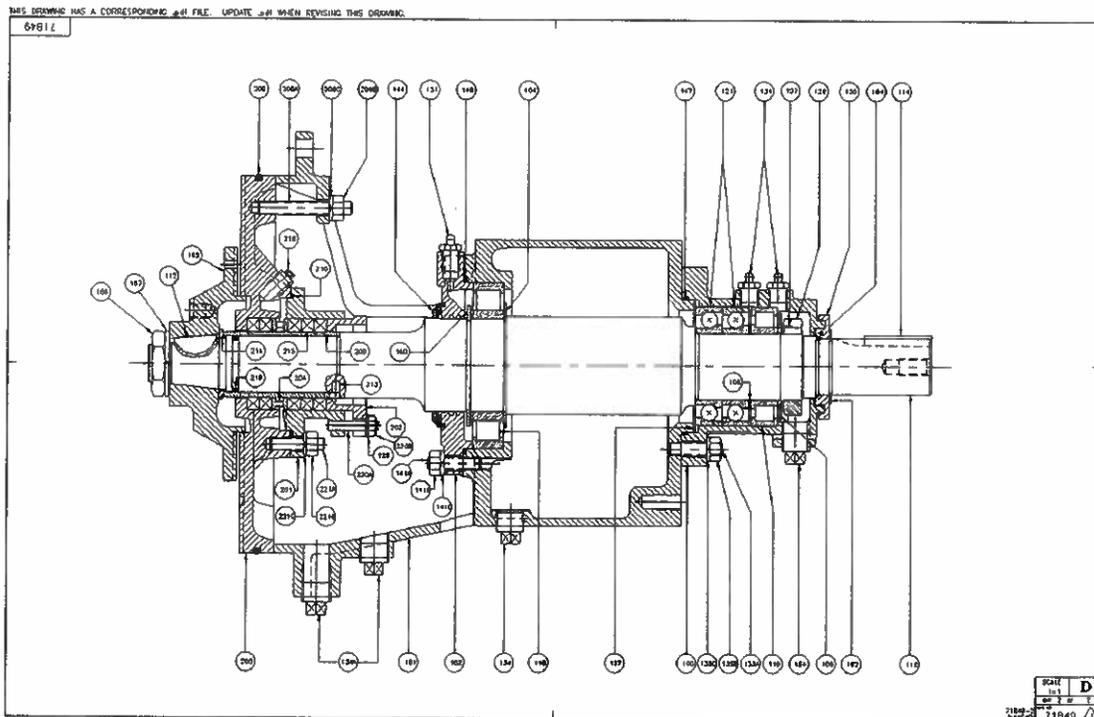




### General Arrangement Drawing

Customer : Sullivan Environmental Technology  
Customer reference :  
Item number : 001  
Service :  
Quantity of pumps : 1.0

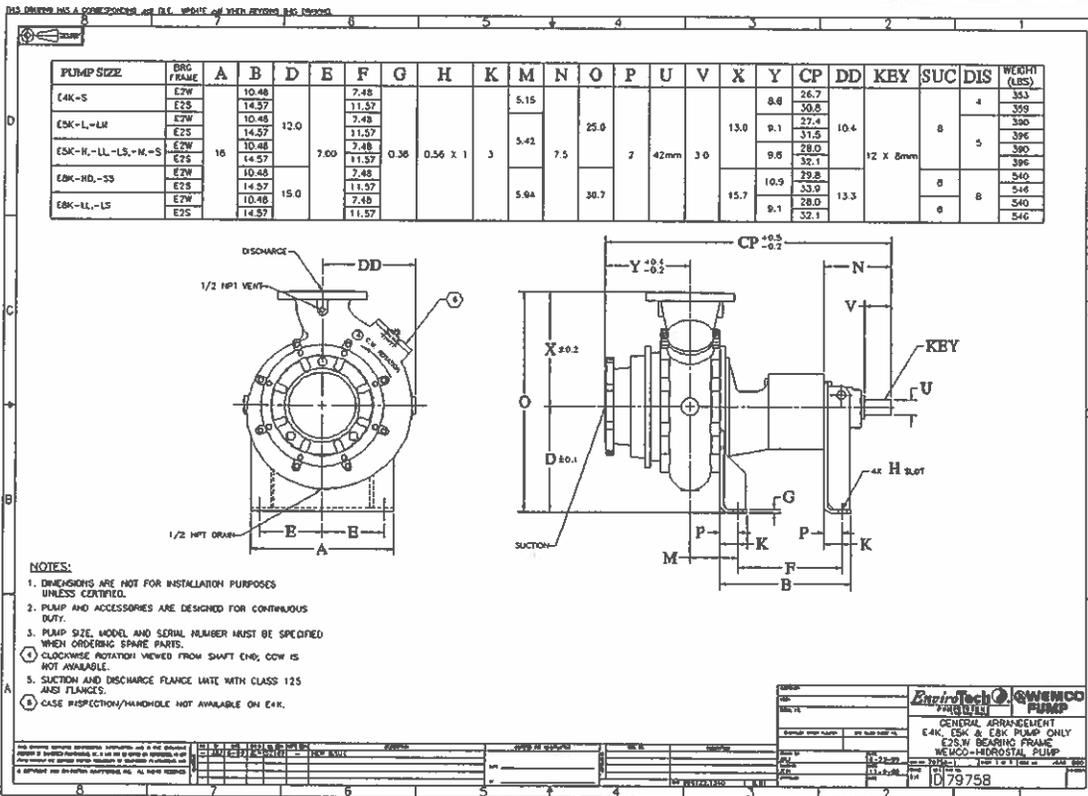
Quote number : 304240  
Size : E5K-L Horizontal  
Stages : 1  
Pump speed : 1,615 rpm  
Date last saved : 06 Oct 2014 2:05 PM





General Arrangement Drawing

Customer	: Sullivan Environmental Technology	Quote number	: 304240
Customer reference	:	Size	: ESK-L Horizontal
Item number	: 001	Stages	: 1
Service	:	Pump speed	: 1,615 rpm
Quantity of pumps	: 1.0	Date last saved	: 06 Oct 2014 2:05 PM





EnviroTech Pumpsystems, Inc d.b.a.

## **Weir Specialty Pumps (WSP)**

An Unincorporated Division of THE WEIR GROUP PLC

### **LIMITED WARRANTY**

**COVERAGE:** WSP (Seller) warrants its products to be free from defects in materials and workmanship when operated under the normal conditions for which the products were designed.

**WARRANTY PERIOD:** This warranty covers a period of twelve (12) months from the date product was placed into service, or eighteen (18) months from the date of shipment, whichever occurs first.

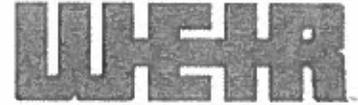
**REMEDIES:** If the product fails due to defective materials or workmanship within the warranty period, WSP's sole obligation after verification of the defect, shall be at its discretion the repair or replacement of the product. THIS PARAGRAPH PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A PRODUCT, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND HERE OR ELSEWHERE IN THE TERMS AND CONDITIONS.

**OWNER'S OBLIGATIONS:** Owner shall notify Seller of a defect within ten (10) days of its discovery. At Owner's expense, the defect may be verified at Owner's site, at Seller's authorized facility, or by returning the product to Seller's factory.

**EXCLUSIONS:** This warranty does not apply to consumable items that are normally replaced during maintenance; and defects resulting from improper installation, operation, maintenance, storage, neglect, or accident. This warranty does not cover any expense for repairs or alteration performed outside Seller's factory without Seller's prior authorization. Equipment and accessories not manufactured by Seller are warranted only by the original manufacturer's warranty. Seller shall not be liable for costs of removal, transportation, or reinstallation of products. Seller shall not be liable for any consequential, special, incidental, or indirect damages or delays resulting from or related to defective products.

**SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.**

GSD-31 Rev. June 2014



EnviroTech Pumpsystems, Inc d.b.a.

## Weir Specialty Pumps (Seller)

An Unincorporated Division of THE WEIR GROUP PLC

### GENERAL TERMS and CONDITIONS of SALE

**1. SCOPE:** Unless otherwise agreed in writing, Seller's acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these terms and conditions. Seller sells its equipment in accordance with the following provisions.

**2. PRICES:** Prices are EXW. Prices do not include any federal, state or local sales, use or other taxes and taxes may be added to the price.

**3. TERMS:** Unless otherwise agreed, all invoices are due and payable in full, net-30 days from date of shipment or notification of readiness to ship, whichever is earlier. Credit terms are subject to Purchaser's credit worthiness, which shall be determined solely by Seller.

Late payments shall be charged interest at the rate of 1.5% per month or the highest rate allowable under law, whichever is less. Purchaser shall pay the full amount, regardless of any payment schedule between Purchaser and its customer.

If Purchaser is in default of any payment Seller may offset any monies of Purchaser available to Seller or in Seller's possession; declare all payments for completed work immediately due and payable; stop all further work until payments are brought current, and/or require advance payment for future shipments.

**4. ITEMS INCLUDED:** Each sale includes only the equipment described in the order.

Seller shall supply only those safety devices, if any, described in the order or in its proposal and drawings, and shall comply with those provisions of the federal Occupational Health and Safety Act of 1970 that Purchaser and Seller have identified as specifically applicable to the manufacture of the goods.

**5. SECURITY INTEREST:** To the extent allowable under applicable law, Seller retains a security interest in, and right of repossession, to the goods until Purchaser has paid in full. Purchaser will not encumber, nor permit others to encumber, the goods by any liens or security instruments. In the event legal action is necessary to enforce Purchaser's obligations under any order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Purchaser shall provide

insurance for Seller's benefit to protect Seller's interest against loss or damage until the goods are fully paid for.

**6. SHIPMENTS AND DELIVERY:** Purchaser must provide Seller all necessary information and instructions regarding its requested delivery schedule, including any required drawing approvals, and Seller shall use its reasonable efforts to meet the shipment dates in the order. However, any such dates are estimates only and are neither guaranteed nor a term of this agreement. Seller shall have no liability to Purchaser or its customer for any damages, whether direct or indirect, for any delay in shipment or delivery, regardless of the severity of the delay.

Unless otherwise agreed, all shipments are EXW Seller's factory, Incoterms 2010, and Purchaser shall make all claims for damage, delay, or shortage arising from any shipment directly against the carrier. When shipments are specified EXW, Purchaser shall inspect the goods, and notify Seller of any damage or shortage within seven days of receipt. Purchaser agrees that failure to so notify Seller shall be deemed as acceptance of the goods.

Unless agreed otherwise in the order, Seller may make partial shipments of completed items for partial payment under the terms of the order.

**7. WARRANTY:** Seller warrants the goods in accordance with its current applicable Seller's Product warranty, which is incorporated by reference here.

**8. PATENTS:** Purchaser agrees that it shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses to which the Seller may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of performance of this order if the equipment is constructed in accordance with Purchaser's detailed drawings or designs submitted to Seller.

**9. SUSPENSION OR DELAY:** If Purchaser requests a suspension, or delays Seller's work, Purchaser shall pay Seller all reasonable and necessary costs incurred due to the suspension or delay, plus Seller's overhead and reasonable profit. Additionally, all charges and risks for storage, disposition, and/or resumption of work shall be borne solely by Purchaser.



**10. LIMITATION OF LIABILITY:**

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY FOR LOSS OF USE, REVENUE, SAVINGS, OR PROFIT; COSTS OF CAPITAL; SUBSTITUTE USE OR PERFORMANCE; INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; CLAIMS BY PURCHASER FOR DAMAGES OF PURCHASER'S CUSTOMERS; OR ANY OTHER LOSSES OR COSTS OF SIMILAR TYPE. "Consequential Damages" shall mean loss or deferral of production, loss of product, loss of use, exclusion and loss of revenue, profit or anticipated profit, cost of capital, overhead, cost of substitute products or services, downtime costs, increased cost of working, loss of contract or business interruption, facility, vessel, or rig downtime, costs relating to cleanup, removal, release or threatened release, remediation, or disposal of or any response to any hazardous material, inability to use property and equipment, losses resulting from failure to meet other contractual commitments, claims of a party's customers for any of the foregoing, and special, incidental, punitive, and speculative damages, as well as indirect losses or damages of any type no matter how characterized.

SELLER'S AGGREGATE LIABILITY TO PURCHASER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS SOLD OR SERVICES PROVIDED OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE TOTAL VALUE OF THE ORDER UNDER WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**11. CHANGES AND BACKCHARGES:** Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller and Purchaser first agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

Purchaser agrees not to return goods or backcharge for labor, materials, or other costs incurred in modification, adjustment, service or repair of goods unless previously approved in writing by an authorized employee of Seller.

**12. CHANGES IN DESIGN:** Upon written notification to Purchaser, Seller may modify the design and construction of the goods in order to incorporate improvements or to

substitute material equal, or superior, to that originally specified. No charge shall be made to Purchaser for modifications made at Seller's option.

**13. DUAL USE ITEMS:** In accordance with current U.S. government export rules, items made from Hastelloy C-22 alloy, Hastelloy C-276 alloy, and Inconel 718 alloy, forming part of any order fall into the category of "dual use," for which Seller is required to obtain an export license. If an order includes a dual use alloy, the order will not be considered accepted until the U.S. government has issued an export license. Furthermore, the delivery schedule for any good requiring regulatory approval shall only start once Seller has that approval. If the government denies an export license the order will be considered to have been terminated by Force Majeure.

**14. PROPRIETARY INFORMATION:** All information furnished by Seller is solely for Purchaser's use in connection with the maintenance and operation of the goods and shall not be disclosed to any third party without Seller's prior, written consent.

**15. FORCE MAJEURE:** Seller shall not be liable nor responsible to Purchaser, nor be deemed to have defaulted under or breached this agreement, for Seller's failure or delay in fulfilling or performing any of its obligations under this agreement if such failure or delay is caused by, or results from, (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other events beyond the reasonable control of Seller ("Force Majeure"). Seller shall give Purchaser notice within a reasonable time of the Force Majeure event and shall use reasonable efforts to end the failure or delay and ensure the effects of Force Majeure are minimized. Should there ever be any time of performance it shall be extended for a time period equal to the period of Force Majeure and its consequences.

**16. GOVERNING LAW:** This agreement shall be interpreted in accordance with the laws of the State of Utah, U.S.A., without regard to its conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Purchaser shall comply with all applicable laws. Seller and Purchaser irrevocably and unconditionally consent to, and submit themselves to, the exclusive jurisdiction of the state or federal courts of Salt Lake County, Utah, as the exclusive jurisdiction and venue for the resolution of conflicts arising from or pursuant to this agreement.



**17. INDEMNITY:** Seller shall indemnify, defend and hold Purchaser harmless from any claim, cause of action or liability incurred by Purchaser as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Purchaser (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

**18. U.S. EXPORT COMPLIANCE:** Furthermore, as Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the goods provided under the order, including any export license requirements. Purchaser agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner that will result in non-compliance with such applicable export laws and regulations. It shall be a condition of Seller's continuing performance of its obligations that compliance with such export laws and regulations be maintained at all times. Purchaser agrees to comply with all applicable export laws and regulations of the U.S. Commerce, Treasury, State and Defense Departments or other agency regulating exports from the United States. Purchaser agrees it will not export, re-export or permit the re-export of any Seller good to an ultimate destination of a restricted and/or embargoed country listed by the Department of State, Department of Commerce or the Department of Treasury and/or restricted and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation

Sanction List, Bureau of Industry and Security's Denied Person's List, Entity List and Unverified List and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list. Nor will Customer export, re-export or permit the re-export of any Seller good for any prohibited uses under the U.S. export laws.

To the extent that Purchaser subcontracts its services or utilizes agents or third-parties with respect to the provision of the Services to Seller, Purchaser shall incorporate the obligations of this provision with respect to export compliance into its respective subcontracts and agreements with such sub-contracted agents and third parties. All contracts entered into by Purchaser with agents, affiliates, or third-parties, must also include a specific requirement to comply with all laws and regulations (including U.S. export laws).

**PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.**

**19. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto and supersedes any previous communications, representations, or agreements, whether oral or written, and is not subject to modification except in writing, signed by an authorized officer of each party.

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

ORDINANCE TO AMEND ORDINANCE NO. 109-13 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, 2014, AND ENDING DECEMBER 31, 2014."

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

Section 1. Ordinance No. 109-13, the 2014 Appropriation Ordinance, is hereby amended in the following respects:

<b>From:</b>	<b>Unappropriated Capital Improvement Fund</b>	<b>\$135,200</b>
<b>To:</b>	40216025-253400 Computer Equipment <i>(Replace Uninterrupted Power Supply (\$45,000), Network Equipment (\$18,500))</i>	\$63,500
<b>To:</b>	40216025-254000 Building and Improvements <i>(Park Shelters at Fairfield Youth Playfields and Marsh Park)</i>	\$42,500
<b>To:</b>	40216025-252000 Improvements Other Than Building <i>(Network Connectivity between Municipal Building and Water Treatment)</i>	\$5,200
<b>To:</b>	40216025-252500 Drainage Improvements <i>(Storm Sewer Extension and Repair Storm Sewer Discharge Lines)</i>	\$24,000
<b>From:</b>	<b>Unappropriated Water Replacement and Improvement Fund</b>	<b>\$7,480</b>
<b>To:</b>	60416025-252000 Improvements Other Than Building <i>(Concrete Repairs at Water Treatment Plant)</i>	\$7,480
<b>From:</b>	<b>Unappropriated Water Surplus Fund</b>	<b>\$11,271</b>
<b>To:</b>	60516025-253200 Capital Equipment <i>(Replace Sludge Pump)</i>	\$11,271

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