

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

**MONDAY, APRIL 28, 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) National Association of Letter Carriers Food Drive Day Proclamation
  - b) Parents Who Host Lose the Most Proclamation and student presentations
8. **Mayor/Council Reports**
9. **Approval of Minutes**
  - a) Regular Meeting Minutes of April 14, 2014

10. **OLD BUSINESS**

- (A) **PUBLIC SAFETY COMMITTEE**  
**Adam Jones, Chairman;** Marty Judd, Vice Chairman, Terry Senger, Member

(1)  Ordinance to amend Chapter 725, Peddlers and Solicitors, of the Codified Ordinances of Fairfield, Ohio.

- Ordinance – Third Reading
- Motion – Adoption

11. **NEW BUSINESS**

- (A) **PUBLIC SAFETY COMMITTEE**  
**Adam Jones, Chairman;** Marty Judd, Vice Chairman, Terry Senger, Member

(1) Resolution objecting to the renewal of the liquor permit for Terry L. Woodcock DBA Legends & Patio and declaring an emergency. (Address: 7245 Dixie Highway, Fairfield, Ohio)

- Motion – Read by Title Only (Optional)

- Ordinance – First Reading
- Motion – Suspend Second and Third Readings
- Motion – Adoption

(B) **PUBLIC WORKS COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a contract with Mount Pleasant Blacktopping for the 2014 Asphalt Paving and Resurfacing Project.

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

(C) **PUBLIC UTILITIES COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a contract with Evoqua Water Technologies, LLC for the replacement of the Dystor Methane Gas Storage System for Digester #3 and declaring an emergency.

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

(D) **FINANCE & BUDGET COMMITTEE**

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

- (1) Contractual Appropriations - \$350,000 for the 2014 Asphalt Paving and Resurfacing Project; \$415,000 for replacement of the Dystor methane gas storage system for Digester #3; \$75,513 for the Grounds, Entry-ways & Landscaping Program.

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

- (2) Non-Contractual Appropriations - \$10,000 for 2014 Sidewalk Gap Program; \$25,000 for Crack Sealing by J&A Construction, Inc.; \$30,000 for Pleasant Run Creek Corridor Study, Phase 2; \$10,000 for various NPDES Phase II storm water system expenses; \$8,400 for replacement canine for Police Department; \$20,000 for miscellaneous traffic signal upgrades and spare parts; \$23,000 for service of the Turblex Blower unit at Wastewater; \$15,000 for River Road pedestrian crossing; \$36,365 for design for Nilles Road/Gray Road/Symmes Road Improvements.

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

12. **Meeting Schedule**

Monday, May 12	Regular Meeting, 7:00 p.m.
Tuesday, May 27	Regular Meeting, 7:00 p.m.
Monday, June 9	Regular Meeting, 7:00 p.m.

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

14. **Adjournment**

MINUTES  
REGULAR MEETING OF COUNCIL  
APRIL 14, 2014

**Call to Order**

Mayor Steve Miller called the Regular Meeting of Council to order at 7:15 PM at the Fairfield Municipal Building, 5350 Pleasant Avenue.

**Prayer/Pledge of Allegiance**

Councilmember Adam Jones led in Prayer and 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**

Councilmember Snyder, seconded by Councilmember Jones, moved to add a Resolution in support of the school bond issue. Motion carried 7-0.

**Executive Session Requests**

Councilmember Snyder, seconded by Councilmember Judd, moved for Executive Session for employment and compensation of personnel. Motion carried 7-0.

**Public Hearing(s)**

**Special Presentations and Citizen Comments**

**Arbor Day Proclamation**

Mayor Steve Miller presented the Arbor Day Proclamation to Greg LoBuono of the Environmental Commission.

Paul Otten, Fairfield City Schools Superintendent, made a presentation to Council regarding Bond Issue #2 on the May 6, 2014 ballot.

**Mayor/Council Reports**

Councilmember Jones reported that his nephew, Jeremy Driggs, assisted in replacing a bridge at Butler MetroParks with the Eagle Scouts.

Councilmember Pennington reported that the golf courses and Marsh Lake Fishing are open for the season.

Councilmember Senger reminded everyone that tomorrow is April 15 and city tax returns are due by 5:00 PM in the tax office.

Councilmember Oberson reported that Public Works is still repairing potholes and have started brush clean-up.

Councilmember Snyder reported that Fairfield Schools have received the Auditor of State Award and

congratulated Mr. Otten. Also, the Chamber of Commerce recognized David Smith of Smith Appraisal Services as the Business Person of the Year at their annual dinner, and Councilmember Snyder congratulated him on the award.

Councilmember Woeste thanked the city staff, particularly the Building Division, for their hard work in a successful Home Expo. He also mentioned the Beautiful Fairfield program and noted that applications for the award are now available.

### **Approval of Minutes**

Regular Meeting Minutes of March 24, 2014

- The Regular Meeting Minutes of March 24, 2014 were approved as written

### **OLD BUSINESS**

#### **DEVELOPMENT SERVICES COMMITTEE**

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

Ordinance to amend various sections of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, relative to the Storm Water Quality Management Plan, Drainage, Sedimentation Control, Stormwater Management Requirements and Sewer requirements.

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

Councilmember Bill Woeste, seconded by Councilmember Debbie Pennington moved to adopt . Motion Carried 7-0. ORDINANCE NO. 25-14. APPROVED 7-0.

#### **PUBLIC SAFETY COMMITTEE**

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

Ordinance to amend Chapter 725, Peddlers and Solicitors, of the Codified Ordinances of Fairfield, Ohio.

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

### **NEW BUSINESS**

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

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

Background: City Manager Pizzano recommended a resolution in support of the school bond issue. Legislative Action: Councilmember Snyder presented the first reading of this resolution.

Councilmember Mike Snyder, seconded by Councilmember Terry Senger moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Mike Snyder, seconded by Councilmember Chad Oberson moved to adopt . Motion Carried 7-0. Each Councilmember spoke in support of the school bond issue and the reasons that voters should support it. RESOLUTION NO. 3-14. APPROVED 7-0.

**PUBLIC SAFETY COMMITTEE**

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

Simple Motion: Motion to approve a liquor permit application in the name of Carniceria La Preferida, LLC, Unit 1 1st Floor, 5951 Boymel Drive, Fairfield, OH 45014 (Permit Classes: C1 and C2).

Councilmember Jones, seconded by Councilmember Snyder, moved to approve a liquor permit application in the name of Carniceria La Preferida, LLC. Motion carried 7-0. SIMPLE MOTION NO. 9-14. APPROVED 7-0.

Simple Motion: Motion to approve a liquor permit application in the name of Seeta Petroleum, Inc. dba Fairfield Dixie Sunoco, Unit A, 7500 Dixie Highway, Fairfield, OH 45014 (Permit Classes: C1 and C2).

Councilmember Jones, seconded by Councilmember Snyder, moved to approve a liquor permit application in the name of Seeta Petroleum, Inc. dba Fairfield Dixie Sunoco. Motion carried 7-0. SIMPLE MOTION NO. 10-14. APPROVED 7-0.

Resolution objecting to the renewal of the liquor permit for DLMC LLC dba Memories Sports Bar & Grill and declaring an emergency.

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

Background: City Manager Pizzano recommended a resolution to object to the renewal of the liquor permit for DLMC LLC dba Memories Sports Bar & Grill. Legislative Action: Councilmember Jones presented the first reading of this resolution.

Councilmember Adam Jones, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Adam Jones, seconded by Councilmember Terry Senger moved to adopt . Motion Carried 7-0. RESOLUTION NO. 4-14. APPROVED 7-0.

**PUBLIC WORKS COMMITTEE**

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

Ordinance to authorize the City Manager to execute and file the application for financial assistance and enter into an agreement with Ohio Kentucky Indiana Regional Council of Governments (OKI) for a grant to fund a portion of the City-wide traffic signal improvements project and declaring an emergency.

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

Background: City Manager Pizzano recommended an ordinance to authorize an application for finance assistance and an agreement with OKI for the traffic signal improvement project. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to adopt . Motion Carried 7-0. ORDINANCE NO. 26-14. 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 three (3) year contract with EPCO Carbon Dioxide Products, Inc. for the purchase of liquid carbon dioxide for use at the Water Treatment Plant.

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 for liquid carbon dioxide for the Water Treatment Plant. Legislative Action: Councilmember Judd presented the first reading of this ordinance.

Councilmember Marty Judd, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Marty Judd, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0. ORDINANCE NO. 27-14. 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 eight (8) ordinances and one (1) resolution by title only. Motion Carried 7-0.

Ordinance to authorize the City Manager to execute a collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME), Council 8, AFL-CIO for wages, hours and terms and conditions of employment for the AFSCME Bargaining Unit and declaring an emergency.

Background: City Manager Pizzano recommended a collective bargaining agreement with AFSCME. This agreement is comparable to the agreements with the other bargaining units. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0. ORDINANCE NO. 28-14. APPROVED 7-0.

Ordinance to authorize the City Manager to execute a collective bargaining agreement with the International Union of Operating Engineers, Local #20, AFL-CIO (IUOE) for wages, hours and terms and conditions of employment for the IUOE Local #20 Bargaining Unit and declaring an emergency.

Background: City Manager Pizzano recommended a collective bargaining agreement with IUOE. This agreement is comparable to the agreements with the other bargaining units. 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 Chad Oberson moved to adopt . Motion Carried 7-0. ORDINANCE NO. 29-14. APPROVED 7-0.

Ordinance to authorize the City Manager to execute a contract with Fraternal Order of Police, Lodge No. 166 for wages, hours and terms and conditions of employment for the Police Supervisors Bargaining Unit and declaring an emergency.

Background: City Manager Pizzano recommended a collective bargaining agreement with FOP Supervisors. This agreement is comparable to the agreements with the other bargaining units. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0. ORDINANCE NO. 30-14. APPROVED 7-0.

Ordinance to amend sections 163.06, 163.19 and 163.20 of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio relative to employee provisions and declaring an emergency.

Background: City Manager Pizzano recommended an ordinance to amend the employee provisions of the Codified Ordinances, relative to the part-time Clerk of Council position and other clarifications that are necessary. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to adopt . Motion Carried 7-0. ORDINANCE NO. 31-14. APPROVED 7-0.

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 33-13 and all amendments thereto and declaring an emergency.

Background: City Manager Pizzano recommended an ordinance to establish salaries for exempt and salaried employees. Raises for these employees are done on a merit basis. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

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 Chad Oberson moved to adopt . Motion Carried 7-0. ORDINANCE NO. 32-14. APPROVED 7-0.

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of

Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 23-14 and all amendments thereto and declaring an emergency.

Background: City Manager Pizzano recommended an ordinance to establish the hourly rates based on the new bargaining agreements. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Bill Woeste moved to adopt . Motion Carried 7-0. ORDINANCE NO. 33-14. APPROVED 7-0.

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 32-13 and all amendments thereto and declaring an emergency.

Background: City Manager Pizzano recommended an ordinance to establish salaries and hourly rate for Municipal Court employees. These employees are outside of the jurisdiction of the City Manager, however, the city tries to provide equality to those employees pay rates. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Mike Snyder moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to adopt . Motion Carried 7-0. ORDINANCE NO. 34-14. APPROVED 7-0.

Resolution to approve and adopt the City of Fairfield, Ohio 2014-2018 Capital Improvement Program.

Background: City Manager Pizzano recommended a resolution to approve the Capital Improvement Program that was presented during the March 24 Council-Manager Briefing. Legislative Action: Councilmember Senger presented the first reading of this resolution.

Councilmember Terry Senger, seconded by Councilmember Marty Judd moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Bill Woeste moved to adopt . Motion Carried 7-0. RESOLUTION NO. 5-14. APPROVED 7-0.

Non-Contractual Appropriations - \$12,000 for software packages for City's internet access, virus protection, SPAM filtering and message archiving; \$5,700 repair/replacement of the Fairfield Greens South Trace irrigation system; \$9,450 for the purchase of a replacement main pool pump at Fairfield Aquatic Center; \$20,000 for chemicals to remove roots from public sewer lines; \$6,000 for purchase of replacement generator for CCTV Truck; \$9,000 for purchase of replacement garage doors and ventilation system for Sludge Thickener Building; \$12,500 for purchase of Dezurik valves for Digesters No. 3 and No. 4.

Background: City Manager Pizzano recommended non-contractual appropriations. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

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 Debbie Pennington moved to adopt . Motion Carried 7-0. ORDINANCE NO. 35-14. APPROVED 7-0.

**Meeting Schedule**

Clerk Wilson read the following meeting schedule:

- Monday, April 28 Regular Meeting, 7:00 p.m.
- Monday, May 12 Regular Meeting, 7:00 p.m.
- Tuesday, May 27 Regular Meeting, 7:00 p.m.

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

Council adjourned to Executive Session at 8:05 PM.

**Adjournment**

The Regular Meeting of Council adjourned at 8:30 PM.

ATTEST:

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

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

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

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

DATE: 3/24/14

**ITEM:** Ordinance to amend Chapter 725, Peddlers and Solicitors, of the Codified Ordinances of Fairfield, Ohio.

**FINANCIAL IMPACT:** Minimal financial impact.

**SYNOPSIS:** The amendments to Chapter 725 primarily involve having the Chief of Police issue the license or registration instead of the City Manager, having the license or registration in a displayable form and more detailed information being required of the applicants.

**BACKGROUND:** It has been determined that it is more appropriate to have the Chief of Police issue the Peddlers and Solicitors licenses/registrations instead of the City Manager's office. The Police Department does the background checks currently and has the capability to issue the displayable license/registration.

**RECOMMENDATION:** It is recommended that Council adopt an ordinance to amend Chapter 725 of the Codified Ordinances as described above.

**LEGISLATIVE ACTION:**

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

Emergency Provision Needed?      \_\_\_ Yes        x   No  
If **yes**, explain above.

Prepared by: Jeff Clemmons

Approved for Content by: Jeff Clemmons

Financial Review (where applicable): Mary Hagan

Legal Review (where applicable): Jeff Clemmons

Accepted for Council Agenda: Mark Wilson

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

ORDINANCE TO AMEND CHAPTER 725, PEDDLERS AND SOLICITORS,  
OF ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF  
FAIRFIELD, OHIO.

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

Section 1. Chapter 725, Peddlers and Solicitors, of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, is hereby amended to read as shown in the 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

CHAPTER 725  
Peddlers, [and] Solicitors AND CANVASSERS

- 725.01 Definitions.
- 725.02 License required.
- 725.03 Application.
- 725.04 Investigation; refusal or issuance; **APPEALS.**
- 725.05 Fees.
- 725.06 Loud noises and speaking devices.
- 725.07 Use of streets.
- 725.08 Hours.
- 725.09 Exhibition of license **AND DISPLAY OF IDENTIFICATION BADGE.**
- 725.10 Enforcement.
- 725.11 Revocation.
- 725.12 **[Appeals.] NOTICE PROHIBITING PEDDLERS OR SOLICITORS; PEDDLING OR SOLICITING CONTRARY TO POSTED SIGN OR NOTICE**
- 725.13 License **AND/OR IDENTIFICATION BADGE** not transferable; license to be specific.
- 724.14 FALSE REPRESENTATIONS.**
- [725.14] 725.15 Severability.**
- 725.99 Penalty.

**EXHIBIT "A"**

**725.01 DEFINITIONS.**

(a) "Person" includes the singular and the plural and shall also include any person, firm or corporation, association, club, copartnership or society or any other organization.

(b) "Peddler" includes any person, whether a resident of the City or not, traveling by foot, wagon, motor vehicle, trailer or any other type of conveyance, from place to place, from house to house or from street to street, carrying, conveying or transporting goods, wares, merchandise, agricultural products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers or taking orders for the purchase of goods, wares or merchandise by description, sample, lists or catalogues, or subscriptions for books and magazines from a person not a dealer therein, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, motor vehicle, railroad car, trailer or other vehicle or conveyance or from any place other than a permanent building; provided, however, that this definition shall not include:

- (1) Any person working for or on behalf of any recognized educational, political, civic, religious, medical or charitable organization or cause;
- (2) Any person who sells or offers for sale any agricultural product of his own raising;
- (3) Any person engaged in the sale of dairy or bakery products by traveling over regularly established routes and transacting business on private property; and
- (4) Any person who offers to sell, sells or delivers goods, wares, merchandise or agricultural products or provisions exclusively to commercial business establishments.

**(5) CANVASSERS**

(c) **"CANVASSER". ANY PERSON WHO SEEKS TO DISSEMINATE ANY LAWFUL MESSAGE BY MEANS OF TRAVELING FROM PLACE TO PLACE WITHOUT SOLICITING FUNDS OR DONATIONS. "CANVASSER" ALSO INCLUDES PERSONS DISSEMINATING INFORMATION ABOUT PRODUCTS OR SERVICES FOR SALE OR OTHER MATTERS SO LONG AS THOSE PERSONS DO NOT ATTEMPT TO MAKE PERSONAL CONTACT WITH RESIDENTS, BUSINESSES OR MEMBERS OF THE PUBLIC.**

"Peddler" includes hawker, huckster and solicitor.

~~[[Ord. 100-80, Passed 7-14-80.]]~~

**725.02 LICENSE REQUIRED.**

No person shall engage in the business of peddler as defined in Section 725.01 within the City without first obtaining a license therefor **UNDER THIS CHAPTER.** (Ord. 100-80. Passed 7-14-80.)

**725.03 APPLICATION.**

Applicants for a license under this chapter shall file with the ~~[City-Manager]~~ **POLICE CHIEF**, a sworn application in writing in duplicate on a form to be furnished by the ~~[City Manager]~~ **POLICE CHIEF OR DESIGNEE** which shall give the following information:

- (a) Name and description of the applicant;
- (b) Address (legal and local);

- (c) A brief description of the nature of the business and the goods to be sold and in the case of products of farm or orchard, whether produced or grown by the applicant;
- (d) If employed, the name and address of the employer together with credentials establishing the exact relationship;
- (e) The length of the time for which the right to do business is desired.
- (f) **CONSENT TO CONDUCT A CRIMINAL BACKGROUND INVESTIGATION(S).** (Ord. 100-80. Passed 7-14-80.)

**725.04 INVESTIGATION; REFUSAL OR ISSUANCE; APPEALS.**

(a) Upon receipt of the application, ~~[the original shall be referred to]~~ the Chief of Police **OR DESIGNEE**, ~~[who]~~ shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. **ALL INDIVIDUALS WHO ARE TO ENGAGE IN PEDDLING UNDER THE REQUESTED LICENSE MUST CONSENT TO A CRIMINAL BACKGROUND INVESTIGATION BY THE FAIRFIELD POLICE DEPARTMENT BEFORE BEING ISSUED A LICENSE OR IDENTIFICATION BADGE.**

(b) If, as a result of the investigation, the applicant's **OR ANY INDIVIDUAL PEDDLER'S** character or business responsibility is found to be unsatisfactory, the Chief of Police **OR DESIGNEE** shall endorse on the application his/HER disapproval and his/HER reasons for the same ~~[and return the application to the City Manager, who may]~~ **AND** notify the applicant that ~~[his]~~ **THE** application is disapproved and that no license shall be issued.

(c) If, as a result of the investigation, the character and business responsibility of the applicant **AND ALL INDIVIDUAL PEDDLERS** are found to be satisfactory, the Chief of Police **OR DESIGNEE** shall endorse on the application his/HER approval and ~~[return the application to the City Manager who may,]~~ upon payment of the prescribed license fee, deliver to the applicant ~~[his]~~ **THE** license **AND AN IDENTIFICATION BADGE(S) ON FORMS TO BE PROVIDED BY THE CHIEF OF POLICE.** The license shall contain the signature of the issuing officer **WITH A NOTATION THAT THIS SIGNATURE DOES NOT SERVE AS AN ENDORSEMENT OF THE LICENSEES' PRODUCT OR SERVICES** ~~[and shall show the name and address of the licensee, the class of license issued and the kind of goods to be sold thereunder, the amount of fee paid, the date of issuance as well as the license number and other indentifying description of any vehicle used in such peddling].~~ The ~~[City Manager]~~ **POLICE CHIEF OR DESIGNEE** may also require~~d~~ a recent photograph of the licensee to be included on the license **AND/OR IDENTIFICATION BADGE(S).** All licenses **AND/OR IDENTIFICATION BADGES** issued under this chapter shall expire on December 31, in the year when issued. The ~~[City Manager]~~ **POLICE CHIEF OR DESIGNEE** shall keep a ~~[permanent]~~ record of all licenses **AND/OR IDENTIFICATION BADGES** issued. (Ord. 100-80. Passed 7-14-80.)

(d) **ANY PERSON AGGRIEVED BY THE ACTION OF THE POLICE CHIEF OR DESIGNEE IN THE DENIAL OF AN APPLICATION FOR A LICENSE AS PROVIDED IN SECTION 725.04, OR IN THE DECISION WITH REFERENCE TO THE REVOCATION OF A LICENSE AS PROVIDED IN SECTION 725.11 SHALL HAVE THE RIGHT OF APPEAL TO THE CITY MANAGER. THE APPEAL SHALL BE TAKEN BY FILING WITH THE CITY MANAGER'S OFFICE, WITHIN FOURTEEN DAYS OF THE DENIAL OR REVOCATION OF A LICENSE, A WRITTEN STATEMENT SETTING FORTH FULLY THE GROUNDS FOR THE APPEAL. THE CITY MANAGER OR DESIGNEE SHALL SET A TIME AND PLACE**

FOR A HEARING OF THE APPEAL, WHICH SHALL BE HELD WITHIN 30 DAYS OF THE FILING OF THE APPEAL WITH THE CITY MANAGER AND NOTICE OF THE HEARING SHALL BE GIVEN TO THE APPELLANT. THE DECISION AND ORDER OF THE CITY MANAGER OR DESIGNEE ON THE APPEAL SHALL BE FINAL. (ORD. 100-80. PASSED 7-14-80.)

#### **725.05 FEES.**

For the license to be issued under the provisions of this chapter each applicant shall pay to the City a fee of fifty dollars (\$50.00) per year. A separate [~~license~~] IDENTIFICATION BADGE shall be required for each ADDITIONAL individual peddler, whether or not employed by one person, firm or corporation and a fee of [~~two~~] FIVE dollars [~~(\$2.00)~~] (\$5.00) shall be paid for each additional [~~license~~] IDENTIFICATION BADGE for peddlers employed by one person, firm or corporation UNDER ONE LICENSE. The annual fees provided for herein shall be assessed on a calendar year basis COMMENCING JANUARY 1 OF EACH YEAR. [~~and on and after July 1, of each year. The amount of the fee for the annual license shall, for the remainder of the year, be twenty five dollars (\$25.00).]~~ (Ord. 100-80. Passed 7-14-80.)

#### **725.06 LOUD NOISES AND SPEAKING DEVICES.**

No peddler, nor any person on his behalf, shall shout, make any outcry, blow a horn, ring a bell or use any sound device, including any loud speaking radio or sound amplifying system upon any of the streets, parks or other public places of the City or upon any private premises in the City where sound of sufficient volume is emitted or produced therefrom to be IN VIOLATION OF SUBSECTION 521.13(a) OF THESE CODIFIED ORDINANCES [~~capable of being plainly heard upon the streets, parks or other public places,~~] for the purpose of attracting attention to any goods, wares or merchandise which the licensee proposes to sell. (Ord. 100-80. Passed 7-14-80.)

#### **725.07 USE OF STREETS.**

No peddler shall have any exclusive right to any location in the public streets, nor shall any be permitted a stationary location, nor shall any be permitted to operate in any congested area where his operations might impede or inconvenience the public. For the purpose of this chapter, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced. (Ord. 100-80. Passed 7-14-80.)

#### **725.08 HOURS.**

All peddling done under license issued by virtue of this chapter shall be conducted between 9:00 a.m. and 7:00 p.m. on Mondays through Saturdays. No peddling shall be conducted on Sunday [~~unless the license specifically provides for Sunday sales~~]. (Ord. 100-80. Passed 7-14-80.)

#### **725.09 EXHIBITION OF LICENSE AND DISPLAY OF IDENTIFICATION BADGE.**

Peddlers are required to exhibit their licenses at the request of any resident, BUSINESSPERSON OR POLICE OFFICER. PEDDLERS ARE REQUIRED TO DISPLAY THE

IDENTIFICATION BADGE ON THEIR PERSON AT ALL TIMES WHILE ENGAGED IN PEDDLING WITHIN THE CITY.

(Ord. 100-80. Passed 7-14-80.)

#### 725.10 ENFORCEMENT.

It shall be the duty of any police officer of the City to require any person seen peddling, who is not known by the officer to be duly licensed, to produce his/HER peddler's license AND/OR IDENTIFICATION BADGE and FOR THE POLICE OFFICER to enforce this chapter against any person found to be violating the same.

(Ord. 100-80. Passed 7-14-80.)

#### 725.11 REVOCATION.

Licenses AND/OR IDENTIFICATION BADGES issued under this chapter may be revoked by the ~~[City Manager]~~ POLICE CHIEF OR DESIGNEE for any of the following causes:

- (a) Fraud, misrepresentation or false statement contained in the application for license.
- (b) Fraud, misrepresentation or false statement made in the course of carrying on his business as a peddler.
- (c) Any violation of this chapter.
- (d) Conviction of any crime or misdemeanor involving moral turpitude.
- (e) Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public. (Ord. 100-80. Passed 7-14-80.)
- (f) **FALSELY REPRESENTING THAT THE CITY OF FAIRFIELD OR ANY EMPLOYEE OR OFFICIAL THEREOF IS AN ENDORSER OF THE PRODUCT OR SERVICES PROVIDED BY THE PEDDLER, SOLICITOR AND/OR CANVASSER.**

#### 725.12 ~~[APPEALS.]~~ NOTICE PROHIBITING PEDDLERS OR SOLICITORS; PEDDLING OR SOLICITING CONTRARY TO POSTED SIGN OR NOTICE.

~~[Any person aggrieved by the action of the Police Chief or the City Manager in the denial of an application for a license as provided in Section 725.04, or in the decision with reference to the revocation of a license as provided in Section 725.11 shall have the right of appeal to Council. The appeal shall be taken by filing with Council, within fourteen days, a written statement setting forth fully the grounds for the appeal. Council shall set a time and place for a hearing on the appeal, and notice of the hearing shall be given to the appellant. The decision and order of Council on the appeal shall be final. (Ord. 100-80. Passed 7-14-80.)]~~

(a) NO PERSON ENGAGING OR ATTEMPTING TO ENGAGE IN PEDDLING OR SOLICITING SHALL ENTER OR REMAIN ON THE PREMISES AFTER BEING REQUESTED TO LEAVE, KNOCK AT THE DOOR, OR RING THE DOORBELL OF ANY RESIDENCE, PLACE OF BUSINESS OR PREMISES IN THE CITY UPON WHICH IS CLEARLY DISPLAYED A SIGN OR OTHER VISIBLE NOTICE THAT READS "NO SOLICITORS" OR THAT OTHERWISE CLEARLY PURPORTS TO PROHIBIT PEDDLERS, VENDORS OR SOLICITORS, UNLESS SUCH PERSON HAS BEEN SPECIFICALLY INVITED UPON THE PREMISES BY AN OCCUPANT THEREOF.

**725.13 LICENSE AND/OR IDENTIFICATION BADGE NOT TRANSFERABLE; LICENSE TO BE SPECIFIC.**

(a) No license OR IDENTIFICATION BADGE shall be assigned or transferred. No license OR IDENTIFICATION BADGE shall authorize any person, firm or corporation other than the one named therein to do business.

(b) No licensee shall conduct any other business than is listed in his/HER license to be transacted. (Ord. 100-80. Passed 7-14-80.)

**725.14 FALSE REPRESENTATION.**

NO PEDDLER, SOLICITOR OR CANVASSER SHALL FOR THEMSELVES, THEIR FIRM, COMPANY OR ORGANIZATION OR THEIR PRODUCTS OR SERVICES FALSELY REPRESENT OR FALSELY INSINUATE ENDORSEMENT, EMPLOYMENT, PARTNERSHIP OR OTHER AFFILIATION WITH ANY OTHER PERSON, FIRM, PUBLIC ENTITY, CHARITY OR ORGANIZATION OF ANY KIND WHEN, IN FACT, SUCH ENDORSEMENT, EMPLOYMENT, PARTNERSHIP OR AFFILIATION DOES NOT EXIST.

**[725.14] 725.15 SEVERABILITY.**

This chapter and the various parts, section and subsections thereof, are hereby declared to be severable. If any part, section, subsection, paragraph, sentence, phrase or word of this chapter is adjudged unconstitutional or invalid by any court of competent jurisdiction, the remainder of this chapter shall not be affected thereby. (Ord. 100-80. Passed 7-14-80.)

**725.99 PENALTY.**

Whoever violates any provision of this chapter is guilty of a third degree misdemeanor. Each day's violation shall constitute a separate offense. (Ord. 38-88. Passed 2-22-88.)

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM:

April 28, 2014

Objection to the Renewal of Liquor Permit – Terry L. Woodcock DBA Legends & Patio

**FINANCIAL IMPACT:**

There is no financial impact.

**BACKGROUND:**

Each year, legislative bodies may object to the annual renewal of liquor licenses issued to permit holders. It is requested that council pass a resolution objecting to the renewal of the permit for Terry E. Woodcock DBA Legends & Patio, 7245 Dixie Highway, Fairfield, OH 45014. The business has been operating under the name of El Nuevo Rodeo. The objection is due to the applicant's unfavorable enforcement record and/or operation in disregard for laws, regulations, or local ordinances, and the location of the establishment substantially and adversely interferes with the public decency, sobriety, peace, or good order of the neighborhood.

**RECOMMENDATION:**

It is recommended that Council pass a resolution objecting to the renewal of the liquor permit for Terry L. Woodcock DBA Legends & Patio.

The emergency provision is recommended because the legislation must be postmarked by May 2, 2014.

<b>LEGISLATION ACTION:</b>	Suspension of Rules and Adoption Requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		YES	NO
	Emergency Provision Needed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		YES	NO

Prepared by: Michael J. Dickey, Chief of Police

Approved for Content by: Michael J. Dickey, Chief of Police

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

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

Accepted for Council Agenda: Alisha Wilson, Clerk of Council



Department  
of Commerce

Division of Liquor Control

John R. Kasich, Governor  
Andre Porter, Director

NOTICE TO LEGISLATIVE AUTHORITIES  
Re: Permit Renewal Objections

CLERK OF FAIRFIELD CITY COUNCIL  
5350 PLEASANT AV  
FAIRFIELD OHIO 45014

09-011

MARCH 10, 2014

Dear Clerk of Legislative Authority:

We are writing to notify you that all permits to sell alcoholic beverages in your political subdivision will expire on June 1, 2014. In order to maintain permit privileges, every permit holder must file a renewal application.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a permit and to request a hearing. The hearing may be held in the county seat of the county in which the permit premises is located if that request is made in writing. This will be your only opportunity to object to the renewal of a liquor permit premises which might be a problem in your community.

In order to register a valid objection with this Division and obtain a hearing, the legislative authority must pass a resolution which specifies the problems at the liquor permit premises and the legal grounds for objections as set forth in Ohio Revised Code Section 4303.292(A). It is suggested that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision must also submit a statement with the resolution that, in the Chief Legal Officer's opinion, the objection is based upon substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.292(A). The resolution and Chief Legal Officer's statement must be addressed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than May 2, 2014.

For your convenience, you may access our brochure entitled "How to Object to the Issuance or Renewal of a Liquor Permit" from our website at [www.com.ohio.gov/liqr](http://www.com.ohio.gov/liqr) which explains the process in more detail.

You may wish to contact the law enforcement agency for your jurisdiction to determine if it has any information which will aid in your decision whether or not to object and request a hearing. If you wish to obtain a list of permit holders in your jurisdiction, you may now access this list from our website at [www.com.ohio.gov/liqr](http://www.com.ohio.gov/liqr), and under "Liquor Control" click on "Look it up" and under that mega menu please select "Search Permit Holders" "Permit Applicant / Holder Information (types and status)". You will then enter the search criteria for your county / city / township to bring up the issued permits in your jurisdiction. If you do not have access to the internet, this list can be provided by this Division upon written request.

If you have any questions, please contact the Legal Section at (614)644-2489.

Very truly yours,

Bruce D. Stevenson, Superintendent

Licensing Renewal Section  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, OH 43068-9005 U.S.A.

614 | 644 3162  
Fax 614 | 644 6968  
TTY/TDD 800 | 750 0750  
[www.com.ohio.gov/liqr](http://www.com.ohio.gov/liqr)

An Equal Opportunity Employer and Service Provider

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

RESOLUTION OBJECTING TO THE RENEWAL OF THE LIQUOR PERMIT FOR TERRY E. WOODCOCK DBA LEGENDS & PATIO AND DECLARING AN EMERGENCY.

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

Section 1. The Council of the City of Fairfield, Ohio hereby formally objects to the renewal of the following liquor permit:

Permit #: 9758856; D1, D2, D3, D3A, D6  
Owner: Terry E. Woodcock DBA Legends & Patio  
Premises: 7245 Dixie Highway & Patio  
Fairfield, OH 45014

This objection is based upon the applicant's unfavorable enforcement record and/or operation in disregard for laws, regulations and/or local ordinances and/or the location of the establishment is substantially and adversely interfering with the public decency, sobriety, peace or good order of the neighborhood.

Section 2. The Clerk of Council, Law Director and/or Police Chief are hereby directed to forward this objection together with all other required or appropriate documentation to the Ohio Department of Liquor Control in a timely manner.

Section 3. This Council requests that the hearing of this objection be held in Hamilton, Ohio, the county seat of Butler County, Ohio.

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 objection must be filed by May 2, 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:

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Clerk of Council

This is to certify that this Resolution 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\Terry Woodcock – Res



City of Fairfield  
 Bid Tabulation for "2014 Asphalt Paving and Resurfacing Project"  
 Bid Opening: April 14, 2014

		BIDDER (Name/Address/Phone)							
Item #	Description	Est Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
		John R. Jurgensen 11641 Mosteller Rd. Cincinnati, OH 45241 513-771-0820		Barrett Paving Materials, Inc. 3751 Commerce Drive Middletown, OH 45005 513-422-4662		Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777			

254	Full Width Street Planing &/or Wedge Cut Work: Ranging from 1-1/2" to 2-1/2" depth of cut	23,360	Sq Yds.	1.75	\$	40,880.00	\$	2.80	\$	65,408.00	\$	1.82	\$	42,515.20
Total Amount Street Planing/Wedge Cut Work Specification #1					\$	40,880.00	\$		\$	65,408.00	\$		\$	42,515.20

SPEC	Fiber Reinforced Bituminous Membrane	3,660	Sq. Yds	6.00	\$	21,960.00	\$	5.45	\$	19,947.00	\$	5.65	\$	20,679.00
Total Fiber Reinforced Bituminous Membrane Specification #2					\$	21,960.00	\$		\$	19,947.00	\$		\$	20,679.00

448	Asphalt Surface Course Type 1, PG 64-22	1,900	Tons	77.00	\$	146,300.00	\$	65.00	\$	123,500.00	\$	70.40	\$	133,760.00
448	*Asphalt Intermediate Course Type 1, PG 64-22	200	Tons	76.00	\$	15,200.00	\$	65.00	\$	13,000.00	\$	69.30	\$	13,860.00
301	*Asphalt Concrete Base PG 64-22	200	Tons	68.00	\$	13,600.00	\$	50.00	\$	10,000.00	\$	60.00	\$	12,000.00
611	Adjustment of Manholes to grade, as per plan	10	Each	500.00	\$	5,000.00	\$	500.00	\$	5,000.00	\$	125.00	\$	1,250.00
611	Remove existing sanitary MH casting & lid, & raise to grade, as per plan	5	Each	500.00	\$	2,500.00	\$	500.00	\$	2,500.00	\$	225.00	\$	1,125.00
638	Adjustment of Valve Boxes to grade	7	Each	300.00	\$	2,100.00	\$	400.00	\$	2,800.00	\$	175.00	\$	1,225.00
*Contingency item - to be used as directed by the Engineer					\$		\$		\$		\$		\$	
Total Amount Asphalt Paving/Resurfacing Work Specification #3					\$	184,700.00	\$		\$	156,800.00	\$		\$	163,220.00

442	Asphalt Surface Course, 12.5 mm, Type A (448)	350	Tons	100.00	\$	35,000.00	\$	80.00	\$	28,000.00	\$	82.00	\$	28,700.00
Total Amount 442, Asphalt Surface Course, 12.5 mm, Type A (448) Specification #4					\$	35,000.00	\$		\$	28,000.00	\$		\$	28,700.00



City of Fairfield  
 Bid Tabulation for "2014 Asphalt Paving and Resurfacing Project"  
 Bid Opening: April 14, 2014

ODOT Item #	Description	Est Qty.	Unit	BIDDER (Name/Address/Phone)		Unit Price	Total Price	
				Unit Price	Total Price			
				John R. Jurgensen 11641 Mosteller Rd. Cincinnati, OH 45241 513-771-0820	Barrett Paving Materials, Inc. 3751 Commerce Drive Middletown, OH 45005 513-422-4662	Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777		

Totals								
	Consideration for Material		\$	255,334.00	\$	200,000.00	\$	185,157.50
	Consideration for Labor		\$	109,428.00	\$	140,357.50	\$	146,062.60
	Total Labor & Material		\$	364,762.00	\$	340,357.50	\$	331,220.10

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

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

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOUNT PLEASANT BLACKTOPPING FOR THE 2014 ASPHALT PAVING AND RESURFACING PROGRAM.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Mount Pleasant Blacktopping for the 2014 Asphalt Paving and Resurfacing Program in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

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

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

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





<b>QUOTATION NO. 45387</b>	<b>RE: Fairfield, OH Dystor Rehab</b>	<b>DATE: 4/11/2014</b>
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To: City of Fairfield, OH  
 Contract: Dystor #3 Rehabilitation

**SCOPE:**

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the following equipment subject to the terms and conditions stated herein.

**Digester No. 3 Dystor Rehabilitation**

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared for your use solely in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by you, for other purposes is expressly prohibited without our prior written consent.

**FOR FURTHER INFORMATION:** Questions relative to this quotation should be directed to our area sales representative:

**Tim Shaw**  
**Phone: (513)248-3200**  
**Fax: (513)248-3201**

**Henry P. Thompson Co.**  
**101 West Main Street Suite 300**  
**Milford, OH 45150**

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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1) **PRICE SUMMARY:**

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the "Excluded Items" Section of this quotation for a list of items to be furnished by others.

A) **UNIT PRICING:**

<b><u>ITEM &amp; DESCRIPTION:</u></b> (See following pages for further description)	<b><u>PRICE</u></b>
Digester No. 3 Dystor Rehabilitation	\$373,830.00

**One mobilization has been priced to install Digesters #3 and #4.**

B) **FREIGHT:** Price is FOB shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site or storage.

C) **FIELD SERVICES:** Evoqua's price includes the services of a factory field service technician for: (i) checking the installed equipment, (ii) certification (if specified), and (iii) instruction of Owner's personnel; all of which shall be performed over a total of:

**One (1) trips with two (2) days on site**

D) **SERVICE MANUALS:** Service manuals have been provided under the previous contract, 44838. No additional manuals are provided

E) **QUOTATION VALID:** This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.

F) **PAYMENT AND PRICE TERMS:** The terms of payment are in accordance with the following milestones:

- 10% with signed agreement
- 15% drawing submittal
- 15% purchase of major components
- 55% on delivery of equipment, or offer to deliver
- 5% startup of equipment, or 90 days from final delivery, whichever occurs first.

**Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, the Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance. If this project is not subject to sales or use tax, please send a Tax Exempt Certificate with the issuance of any ensuing P.O. to Evoqua.**

2) **DRAWING and SHIPMENT INFORMATION:**

Evoqua shall furnish shop drawing submittals and equipment per the following project schedule:

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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Submittal Drawings: Within two (2) to three (3) weeks from the date of final agreement by both parties.

Shipment of Equipment: Within ten (10) to twelve (12) weeks after approval of Submittal Drawings.

Installation: Within 4-6 weeks after shipment.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, *unless the delay is due the fault of Evoqua*, Evoqua shall be entitled to a reasonable extension of the "Shipment of Equipment" times and/or a reasonable increase in the contract price to cover costs incurred as a result of Submittal Drawing Review/Approval delays.

### 3) EQUIPMENT SCOPE:

#### Dystor Rehabilitation for Digester #3

Under this item, Evoqua Water Technologies proposes to rehabilitate one (1) Dystor® gas holder cover 45-foot inside diameter as described herein.

**Scope of Supply** -- The following mechanical equipment is included in the Digester #3 None membrane replacement and repair.

1. New Air and Gas Membranes for digester. Air membrane color will be sandstone.
2. New membrane seals at the top of the digester wall and gas well.
3. New 316 SS clamping bar anchor bolts with bronze nuts.
4. One (1) rebuild kit for the existing 3" Varec Series 5811 Pressure Vacuum Relief Valve and one (1) new 3" DeZurik Plug Valve with a 12" long spool piece.
5. New 4" flexible air hoses with clamps.
6. New 6" gas take off hose, with flanged hose barbs and clamps.
7. New air and gas pressure transmitters with local display and with SS pipe fittings and valves.
8. Restraining Cables
9. Start-up services to include thorough testing to simulate operating conditions and prove control function.
10. Installation of all of the above.

The membrane clamp bars on the digester will be numbered and removed. The existing corroded membrane clamping bolts in the seal ring will be removed and new bolts will be installed in the seal ring. Existing clamp bars will be reused.

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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The existing air system will be reused including fans and motors, purge valve, flame traps and all hard piping and manual valves. Manufacturer will determine if any repairs need to be made to any PVC air piping that may be damaged, to ensure the integrity of the system.

One mobilization will be required.

**Items not included in Siemens Scope of Supply**

The city is responsible for any repairs made to the gas dome once it is removed. This includes patching thin metal, blasting and painting the dome. Any work to the dome needs to be done in a timely manner as to not delay reinstallation of the membranes. Once the membranes are removed, the work described above will take approximately 5 days.

The city is responsible for field wiring of the new transmitters. The transmitters will need to be disconnected prior to removal of the stairs and ramp. Upon installation, the new transmitters will need to be reconnected.

The city is responsible for changing the gas take off line from 4" to 6" diameter pipe (new piping by others), including any modifications required to the gas take-off connection on the gas well. Siemens will be supplying 6" flexible gas hose at the gas dome to connect to the new pipe.

The city is responsible for any repairs or patches to the roof of the control building.

**4) CLARIFICATIONS/EXCEPTIONS:**

Article, Section	CLARIFICATIONS/PROPOSED MODIFICATIONS
	None

Variations from Evoqua's standard Terms of Sale and the Clarifications/Exceptions identified above can be negotiated on an individual, as needed basis prior to award of contract. However, please note that this Quotation is expressly conditioned upon: (i) acceptance by the Owner or Contractor of the Standard Terms of Sale and the Clarifications/Exceptions as described within this Quotation, without modification or addition, or a mutually agreed upon set of commercial and technical terms; and (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review of the purchaser.

**6) EXCLUDED ITEMS:**

Evoqua's price includes only those items listed in this Quotation. Therefore, the items listed below will not be supplied by Evoqua:

- Electrical, hydraulic, or pneumatic controls.
- Wiring of motors or controls, control panels, or panel supports.
- Piping, valves, wall sleeves, gates, drains, weirs, baffles.

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Floor grating, stairways, ladders, platforms, handrailing.  
Concrete, grout, mastic, sealing compounds, shims.  
Lubricants, grease piping, grease gun.  
Machinery or bearing supports, shims.  
Detail shop fabrication drawings.  
Tools or spare parts.  
Equipment offloading and installation of any kind.  
Modifications to existing equipment or structures.  
Supervisory services; laboratory, shop, or field testing.  
Underwriters Laboratory inspection of electrical controls.  
Special written process performance or extended mechanical warranties.

**7) PAINTING AND SURFACE PROTECTION:**

Evoqua's price is based on the following surface protection, *unless stated otherwise in this Quotation.*

SUBMERGED and NONSUBMERGED CASTINGS, STEEL PLATES and SHAPES: Surfaces will be prepared by blast cleaning, then followed by one (1) shop coat of Sherwin-Williams Dura-Plate 235NSF Red Oxide.

FERROUS CHAIN: One (1) coat of slush oil.

SHAFTING and EXPOSED MACHINED SURFACES: Solvent wiping, followed by one (1) coat of Evoqua's standard shop preservative.

WOOD, NONFERROUS MATERIALS, and GALVANIZED SURFACES: Unpainted.

DRIVE UNITS and CONTROLS: Manufacturer's standard.

TOUCH-UP and ALL ADDITIONAL COATS shall be furnished and applied by others at the site.

PRICES ARE BASED ON PAINTS AND SURFACE PREPARATIONS AS OUTLINED IN THIS QUOTATION. IN THE EVENT AN ALTERNATE PAINT SYSTEM IS SELECTED, PURCHASER'S ORDER MUST ADVISE OF ITS SELECTION. EVOQUA WILL, AT ITS SOLE DISCRETION, EITHER ADJUST ITS PRICE AS NECESSARY TO COMPLY OR SHIP THE MATERIAL UNPAINTED IF COMPLIANCE IS NOT POSSIBLE DUE TO PRICE CONSIDERATIONS, APPLICATION PROBLEMS OR ENVIRONMENTAL CONTROLS.

EVOQUA DOES NOT GUARANTEE PRIMER'S COMPATIBILITY WITH PURCHASER'S COATING SYSTEM UNLESS APPROVED BY THE COATING SYSTEM MANUFACTURER. PRIMERS WILL ONLY PROTECT FOR A MINIMAL AMOUNT OF TIME, USUALLY THIRTY (30) DAYS. SPECIFIC INFORMATION SHOULD BE OBTAINED FROM COATING SYSTEM MANUFACTURER.

**8) ADDITIONAL FIELD SERVICES:**

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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Evoqua price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,400 per eight (8) hour day, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,200 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only, and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

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QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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**PROPOSAL AND ORDER FORM**

To (Purchaser): City of Fairfield, OH Reference: 45387  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Quotation Date: 4/3/2014

Evoqua Water Technologies LLC proposes to furnish materials, equipment and/or technical service in accordance with the above referenced Quotation. Materials, equipment and/or technical service not shown below or on attachments to this proposal are EXCLUDED:

<u>Base offering:</u>	<u>Equipment Description</u>	<u>Price</u>	<u>Customer Initials</u>
Equipment described above		US\$373,830.00	
	TOTAL	US\$373,830.00	

(Not including duty taxes or use taxes) Prices are subject to 1.5% per month escalation if shipments are delayed by purchaser.

Payment Terms: Per Section 2.F of the above referenced proposal.

Freight:  F.O.B. shipping point, with freight allowed to the jobsite.

Shipments: Per the Drawing and Shipment Schedule set forth in Section 3 of the above referenced proposal.

Drawings: Three (3) sets of submittal drawings will be issued per the Drawing and Shipment Schedule set forth in Section 3 of the above referenced proposal.

**NOTE: Any order resulting from this proposal is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.**

<b>PURCHASER</b>	<b>PRESENTED BY:</b>
Name: _____	Signature: _____
Address: _____	
	<b>Approved by: Evoqua Water Technologies LLC</b>
Signature: _____	By: _____
Title: _____	Signature: _____
Date: _____	Date: _____
Total Accepted Pric (words) _____	
Total Accepted Pric (figures) _____	

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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## EVOQUA WATER TECHNOLOGIES LLC

### STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.**
  - (a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
  - (b) **Credit Approval** – All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.
  - (c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge 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 any time of performance.
6. **Excusable Delay/Force Majeure Event**
  - (a) **Definitions:**
    - (1) "**Excusable Delay**" shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.
    - (2) "**Force Majeure Event**" shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

- (b) **Force Majeure:** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event
- (c) **Schedule Modification:** If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.
- (d) **Pricing Modification:** If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonable incurred, and properly documented.
- (e) **Right to Terminate for Force Majeure:** If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

7. **Warranty.**

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer 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 Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent

10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including , but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination.**

QUOTATION NO. 45387	RE: Fairfield, OH Dystor Rehab	DATE: 4/11/2014
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(a) For Convenience: Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. Dispute Resolution. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. Export Compliance. Buyer 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 Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER 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.

14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. Notice. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order] it. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented

16. Miscellaneous. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

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

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EVOQUA WATER TECHNOLOGIES, LLC FOR THE REPLACEMENT OF THE DYSTOR METHANE GAS STORAGE SYSTEM FOR DIGESTER #3 AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Evoqua Water Technologies, LLC for the replacement of the Dystor methane gas storage system for Digester #3 in accordance with the proposal on file in the office of the City Manager. This contract is authorized as an emergency without formal advertising and bidding because the current methane gas storage system is failing and needs replacement as soon as possible.

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 current system is failing; wherefore, this ordinance shall take effect immediately upon its passage.

Passed \_\_\_\_\_

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

Posted \_\_\_\_\_

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

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

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

Emergency \_\_\_\_\_

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

ATTEST:

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

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

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

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

ITEM:

April 28, 2014

Request for appropriation for contractual agenda items.

FINANCIAL IMPACT:

\$840,513.00 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 April 28, 2014:

- \$350,000 for the 2014 Asphalt Paving and Resurfacing Project;
- \$415,000 for replacement of the Dystor methane gas storage system for Digester #3;
- \$75,513 for the Grounds, Entry-ways & Landscaping Program

BACKGROUND:

Please refer to specific Council Communications dated April 28, 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.

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: Alexis Wilson

Approved for Content by: Alexis Wilson

Financial Review (where applicable) by: Mary Hays

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

Accepted by Council Agenda: Alexis Wilson

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

DATE: 4/29/2014

**ITEM:**

Landscaping Maintenance Contract

**FINANCIAL IMPACT:**

\$75,513 from the Capital Improvement Fund.

**SYNOPSIS:**

This is funding for the second year of the current three year contract with T.R. Gear Landscaping.

The project is programmed in the current 2014-2018 CIP as PWA-14-008.

**BACKGROUND:**

The Public Works Department advertised for bids on November 30<sup>th</sup> and December 7<sup>th</sup>. Bids were opened on December 17, 2012 and five (5) proposals were received.

In review of the bids submitted the lowest and best bidder was T.R. Gear Landscaping.

**RECOMMENDATION:**

It is recommended that City Council authorize an appropriation of \$75,513 from the Capital Improvement Fund for T. R. Gear for the Grounds, Entry-ways & Landscaping Program.

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

Prepared by:

Approved for Content by:

Financial Review (where applicable):

Legal Review (where applicable):

Accepted for Council Agenda:

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 Sewer Surplus Fund</b>	<b>\$415,000</b>
<b>To:</b>	62416025-252000 Improvements Other Than Buildings <i>(Dystor #3 Rehabilitation)</i>	\$415,000

<b>From:</b>	<b>Unappropriated Capital Improvement Fund</b>	<b>\$75,513</b>
<b>To:</b>	40216025-252600 Grounds & Median Improvements <i>(2014 Grounds, Entry-ways &amp; Landscaping Program)</i>	\$75,513

<b>From:</b>	<b>Unappropriated Street Improvement Fund</b>	<b>\$350,000</b>
<b>To:</b>	40116025-252000 Improvements Other Than Building <i>(2014 Asphalt Paving and Resurfacing Project)</i>	\$350,000

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

Active Clients\City of Fairfield\Ordinances\2014\Contractual 4-28 - Ord

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL COMMUNICATION

## ITEM:

April 28, 2014

Request for appropriation for non-contractual agenda items.

## FINANCIAL IMPACT:

\$141,400.00 from noted funding source.

## SYNOPSIS:

The following appropriations have been requested:

\$10,000 for 2014 Sidewalk Gap Program;  
 \$25,000 for Crack Sealing by J&A Construction, Inc.;  
 \$30,000 for Pleasant Run Creek Corridor Study, Phase 2;  
 \$10,000 for various NPDES Phase II storm water system expenses;  
 \$8,400 for replacement canine for Police Department;  
 \$20,000 for miscellaneous traffic signal upgrades and spare parts;  
 \$23,000 for service of the Turblex Blower unit at Wastewater;  
 \$15,000 for River Road pedestrian crossing; \$36,365 for design for Nilles Road/Gray Road/Symmes Road Improvements

## BACKGROUND:

Please refer to specific Council Communications dated April 28, 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.

## LEGISLATIVE ACTIONS:

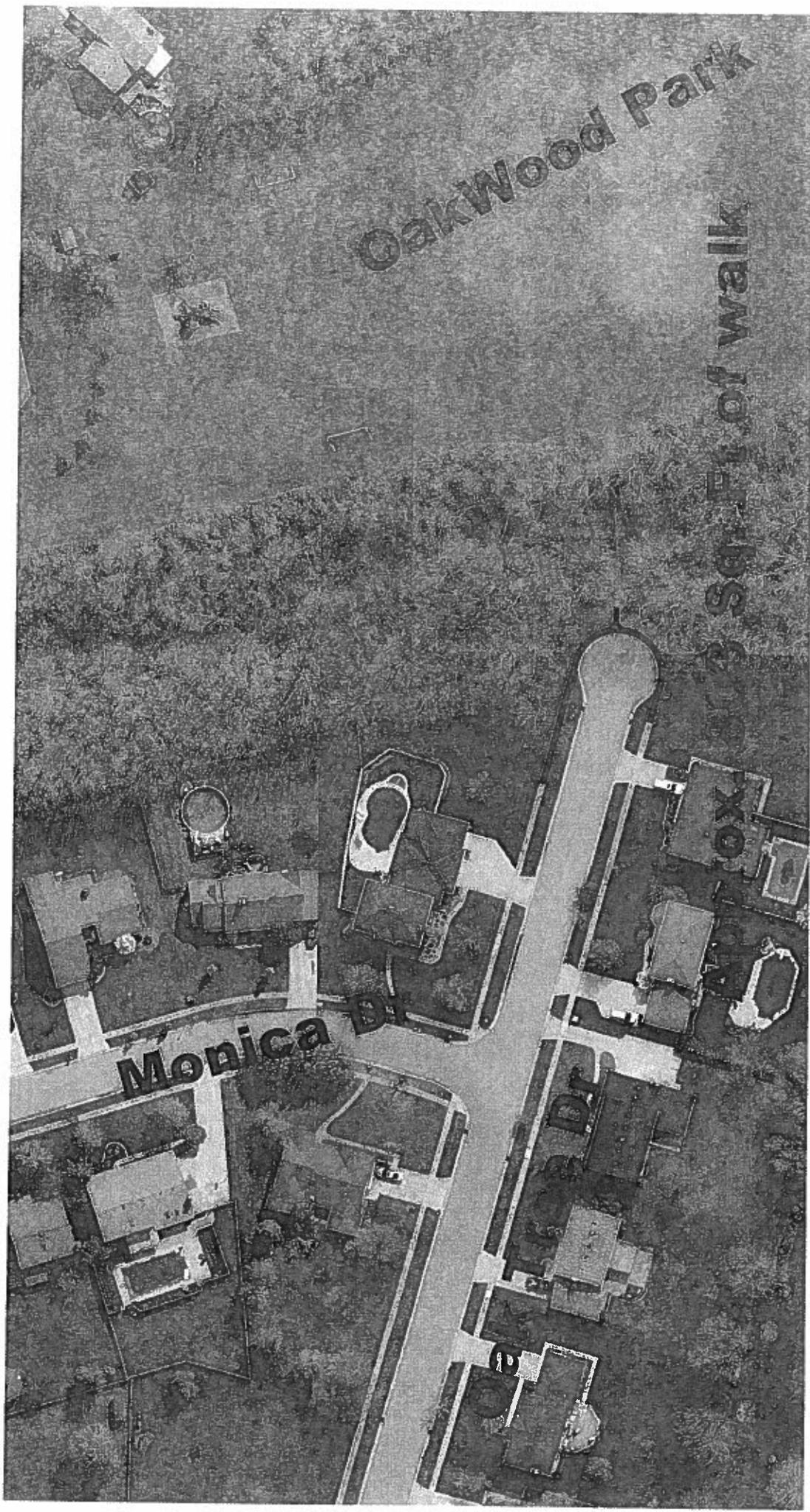
Suspension of Rules &amp; Adoption Requested?

  
yes If yes, explain  
no above

Emergency Provision Needed?

  
yes If yes, explain  
no abovePrepared by: Heather WilsonApproved for Content by: Heather WilsonFinancial Review (where applicable) by: Mary HopeLegal Review (where applicable) by: John A. ClemensAccepted by Council Agenda: Heather Wilson





OakWood Park

Monica Dr

Monica Dr

13 sq ft of walk





# Ohio Department of Transportation

Central Office • 1980 West Broad Street • Columbus, OH 43223

John Kasich, Governor • Jerry Wray, Director

April 4, 2014

Norwich Township  
Attn: Richard Wiles  
6299 Sherman Norwich Road  
Attica, Ohio 44807

Invitation: 101G-15  
Commodity: Asphalt Concrete and other Bituminous Mixes

Dear Customer:

The Asphalt Concrete and other Bituminous Mixes referred to in your letter dated April 4, 2014 was awarded to J & A Construction, Incorporated.

#### COMPANY

J & A Construction, Inc
3609 Childerns Hm Bradford Rd PO Box 996
Greenville, OH 45331
Justin Hines
937-547-1723
OAKS ID: 0000188884
hinesjustin@hotmail.com

A copy of this letter is being mailed to the awarded vendor to notify them of our approval of your request to purchase the referenced equipment/materials. This procedure shall be in accordance with Section 5513.01 (B) of the Ohio Revised Code. The ODOT Cooperative Purchasing Program permits political subdivisions to purchase the exact items specified in the Invitation to Bid. Options added to the Departments specified equipment must be purchased in conformance with the Ohio Revised Code and local competitive bidding requirements.

Any further actions regarding this Invitation are the responsibility of the Political Subdivision and the Vendor. All actions must comply with the specific requirements of the Invitation. If you experience any problems or need further assistance, please feel free to contact Jim Schurch at (614) 644-7870 or (800) 459-3778.

Respectfully,

Lauren S. Purdy  
Administrator, Office of Contract Sales  
Division of Construction Management

# J&A CONSTRUCTION INC.

(P.O. Box 996) 3609 Children's Home Bradford - Greenville, OH 45331

April 13, 2014

2 pages

Phone: 513-867-4212

Fax: 513-867-4205

Dain McCune  
City of Fairfield  
8870 N. Gilmore Rd.  
Fairfield, OH 45014

## **RE: Crack Sealing Proposal**

To Whom It May Concern:

J&A Construction Inc. is pleased to provide a preliminary proposal for the above referenced project. The following paragraph explains the general scope of work that we are proposing to complete for this particular project.

### **Scope of Work**

We are proposing to crack seal various Fairfield. This entails blowing the cracks and sealing the joints with a heavy-duty rubber compound. The sealant that we use complies with both ODOT and The Federal standards. To complete this project, we will need to put up fresh tar signs during the day hours of crack sealing. The project has been priced assuming that the city will have all vehicles removed from streets during sealing.

Based on this criterion, we developed the following price:

### **ODOT Type 4 polymer sealant with 2% fiber**

**\$1.20** a pound for material, labor, and equipment for Crack sealing

### **Type 2 rubber sealant**

**\$1.15** a pound for material, labor, and equipment for Crack sealing

*\*\*\*First price listed under each crack sealed road is for ODOT Type 4 polymer sealant. Second price is for Type 2 rubber sealant. The first is the better of the two materials.*

**On average a pound sealant will cover 5 to 7 linear foot of crack.**

**Office 937-547-1723**

**Cell 937-459-7963**

**Fax 937-547-1719**

If awarded contract, we guarantee to do the job in a competent manner to your complete satisfaction. We are fully covered by Ohio Worker's Compensation and have public liability and property damage insurance. Payment is to be made in full within thirty days after invoicing. A service charge will be charged on any unpaid balance remaining thirty days after invoicing. The attached pricing will

be held for thirty (30) days. Pricing subject to change after thirty (30) days. If you other questions or concerns please feel free to contact me at 937-459-7963.

Respectfully submitted,

Justin Hines  
President

If you award this contract to our company, please sign below and fax or mail it back to us. We appreciate your business.

**J&A CONSTRUCTION, INC.**  
P.O. Box 996 Greenville, OH 45331  
Fax: 937-547-1719

Contract Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

## ITEM:

DATE: 4/28/2014

Pleasant Run Creek Corridor Study – Phase 2.

## FINANCIAL IMPACT:

\$30,000.00 from the Capital Improvement Fund (\$24,000.00 plus a contingency of \$6,000.00).

## SYNOPSIS:

It is necessary for the City to hire a qualified engineering firm to perform a watershed assessment of the Pleasant Run Creek. This assessment is needed in order to quantify and prioritize potential projects which may be eligible for OEPA, Clean Ohio, or other funding. Apex performed the first phase of this assessment last year. Phase Two will complete the assessment for the study area identified by staff.

## BACKGROUND:

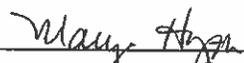
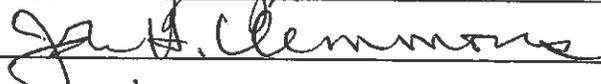
The City of Fairfield Public Works crews have historically removed impediments along select branches of the Pleasant Run Creek in order to facilitate flood control. While the City has not taken specific responsibility for erosion on private property, it is in the best interests of the City to explore public projects when appropriate and when matching funds may be obtained. The proposal from Apex is for assessment only and should not be construed as a commitment beyond this initial analysis.

## RECOMMENDATION:

It is recommended that City Council authorize an appropriation in the amount \$30,000.00 from the Capital Improvement Fund (\$24,000.00 plus a contingency of \$6,000.00) for assessment of the Pleasant Run Watershed, Phase 2. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a contract with Apex Companies, LLC.

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

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

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



Mr. David Butsch  
Director of Public Works  
City of Fairfield  
8870 N. Gilmore Road  
Fairfield, OH 45014

March 14, 2014

**Re: Proposal for Pleasant Run Watershed Assessment: Phase 2**

Dear Mr. Butsch,

Apex Companies, LLC. (Apex) is pleased to respond to your request to conduct Phase 2 of the Pleasant Run Watershed Assessment within the City of Fairfield. This assessment will employ rapid geomorphic and habitat assessment protocols to evaluate channel conditions, identify potential erosion or flooding hazards, and provide scientifically-defensible stormwater management recommendations.

**Scope of Work for Phase 2**

The intent of a watershed assessment is to identify existing problems, constraints and opportunities, and to provide management recommendations, project prioritization, and concept-level costs. The analysis will be performed by conducting a rapid geomorphic assessment and preparing a report that summarizes the analysis of data gathered.

The scope of work for Phase 2 includes two of the three original sub-tasks included in Phase 1, with the exception of a background data assessment. Therefore, the proposed scope of work for Phase 2 consists of just two (2) main tasks:

1. Field Inventory
2. Data Analysis and Final Report

**Task 1: Field Inventory**

The Field Inventory is a rapid geomorphic and habitat assessment of the Pleasant Run main stem. The assessment will be conducted by Apex scientists, using GPS/GIS compatible technology, to enable the integration of data with an existing municipal GIS database. Apex will collect field data on approximately 6 miles of tributaries draining to the Pleasant Run main stem,

with sampling points every 500 feet (10-12 sample sites per day). Representative cross-sections and pebble counts will be conducted by reach.

Field data gathered during the inventory will provide an assessment of general channel conditions and dominant fluvial process. Field data will include, at a minimum, the following key parameters:

- Bed and bank materials
- Erosion and mass wasting
- Depositional features (bars, berms, debris jams, etc)
- Dominant discharge indicators (scour lines, lower limit of woody vegetation, etc)
- Representative channel cross-sections
- Outfall and channel crossing infrastructure

The cost for Task 1 is **\$13,500**.

#### Task 2: Data Analysis and Report

Apex will compile and analyze the field data collected, provide a summary by reach, and identify specific problem areas. Summary tables or graphs of the field data will be prepared, along with a photo log of the Field Inventory. Recommendations will be provided, including general watershed-scale and site-specific improvements, and prioritized by need. Supporting field data will be ArcView Compatible and submitted electronically to the City.

Apex will provide a report that summarizes the information collected and presents the data in tables, figures, and narrative, which will allow the City to understand the various problems in the watershed, their relative magnitude, associated impacts, and concept-level cost of repair. The report will be submitted electronically along with three (3) hardcopies. The cost for Task 2 is **\$10,500**.

#### **Assumptions**

Apex is prepared to proceed with this Scope of Work immediately, following written Authorization to Proceed. Access to open channels throughout the Watershed shall be provided by the City.

#### **Fee**

Apex will perform this scope of work for a fixed fee of **\$24,000**. Invoices will be issued monthly and are payable within 30 days of receipt.

Apex appreciates the opportunity to provide watershed assessment services to The City of Fairfield. If you have any questions or require additional information, please contact us at 513-771-3617.

Sincerely,

**Apex Companies, LLC**

Handwritten signature of Craig A. Straub in black ink.

Craig A. Straub, PhD  
Senior Project Manager

Handwritten signature of Brian J. Kwiatkowski in black ink.

Brian J. Kwiatkowski, CE  
Senior Ecologist

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 02121A

ITEM:

DATE: 5/12/2014

Various NPDES Phase II storm water system expenses.

FINANCIAL IMPACT:

\$10,000 from the Capital Improvements Fund. These expenses are included in the CIP under item PWA-14-005, Storm Sewer System Improvement/NPDES Phase II Compliance.

SYNOPSIS:

\$10,000 has been programmed to address various NPDES Phase II storm water permit expenses, Mill Creek Watershed Council & Regional Storm Water Collaborative membership dues for the City, and public education items & sponsorships.

BACKGROUND:

As required by the regulation, City staff has developed a storm water quality management plan consisting of a set of best management practices (BMPs) organized in six different categories; public education, public involvement, illicit discharge detection and elimination, construction site runoff control, post-construction storm water management, and municipal operations.

STAFF RECOMMENDATION:

It is recommended that City Council appropriate funds from the Capital Improvements Fund in the amount of \$10,000 for the expenses referenced above.

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

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

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

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM: Request for Appropriation – Replacement Canine

April 28, 2014

The Police Department requests an appropriation to replace one of our canines, Ketcher, assigned to Officer John Cresap.

FINANCIAL IMPACT:

\$8,400 onetime expenditure; additional annual costs will be in the operating budget.

BACKGROUND:

As part of the 2014 Capital Improvement Program, the replacement of both our canines has been budgeted at \$15,000 each. We have been fortunate to secure an animal for \$7,500 from Police Dog Services, LLC which is a reduced cost. This one-year old German Shepherd has been evaluated and determined acceptable by Canine Handler John Cresap. The reduction in cost is largely due to the travel training costs associated with the purchase. The canine has been partially trained, the balance of which will be completed by the handler. No travel expenses are involved as this firm is located in Germantown.

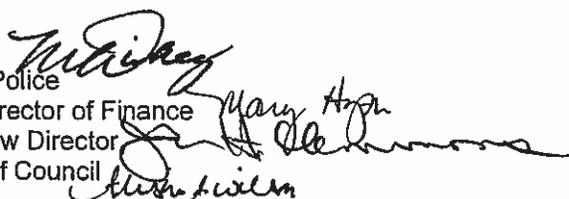
The additional \$880 is for canine-specific equipment for this dog, as well as any additional expense, such as a veterinary examination, immunizations, and replacement vehicle equipment.

RECOMMENDATION:

It is recommend that Council appropriate \$8,400 from the Capital Improvement Fund for this purchase.

<b>LEGISLATION ACTION:</b>	Suspension of Rules and Adoption Requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		YES	NO
	Emergency Provision Needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		YES	NO

Prepared by: Michael J. Dickey, Chief of Police  
 Approved for Content by: Michael J. Dickey, Chief of Police  
 Financial Review (where applicable): Mary Hopton, Director of Finance  
 Legal Review (where applicable): John Clemmons, Law Director  
 Accepted for Council Agenda: Alisha Wilson, Clerk of Council



Police Dog Services LLC  
10510 Eby Rd.  
Germanatown, Ohio 45327  
(937) 232-7034

Invoice No. 03242014-1

**INVOICE**

Customer			
Name	Fairfield Police Department		
Address	5230 Pleasant Ave.		
City	Fairfield	State	Ohio ZIP 45014
Phone	(513) 829-8201		

Misc	
Date	2/24/2014
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Police Canine	\$ 7,500.00	\$ 7,500.00

SubTotal	\$ 7,500.00
Shipping	
TOTAL	\$ 7,500.00

Payment	Select One...
Comments	
Name	
CC #	
Expires	

Tax Rate(s)

Office Use Only
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Thank you for your business

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11 (DY2)A

**ITEM:**

DATE: 4/28/14

An appropriation in the amount of \$23,000, from the Sewer Surplus Fund for the Class II, 36,000, hour service on the Turblex Blower.

**FINANCIAL IMPACT:**

Project is included in the 2014-2018 Capital Improvement Program under Project WWD-14-009 with a projected budget of \$23,000.

**SYNOPSIS:**

The Turblex Blower provides air for the Activated Sludge Treatment Process.

**BACKGROUND:**

The Turblex unit is a 300 horsepower Electric Blower that operates at high RPM and in a high heat environment. This service is included as part of ongoing plant maintenance.

The Turblex Blower is proprietary and staff requested a quote from Siemens Demag Delaval Turbomachinery, Inc. Siemens is the only factory authorized service agent for this equipment. A copy of the quote and sole source service letter is attached.

**RECOMMENDATION:**

It is recommended that City Council authorize the City Manager to enter into a contract with Siemens Demag Delaval Turbomachinery, Inc. and appropriate funding in the amount of \$23,000 from the Sewer Surplus Fund for service of the Turblex Blower unit.

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

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

Prepared by: [Signature]

Approved for Content by: [Signature]

Financial Review (where applicable): May Hagan

Legal Review (where applicable): John Chapman

Accepted for Council Agenda: Kevin L. Eaton

# SIEMENS

January 1, 2014

**Subject: Siemens Memo / fax – External  
Regional Company – Cross-Sector Business**

Dear Siemens Energy Equipment Owners,

In our commitment to provide better services to our customers, the Siemens rotating equipment that has been serviced from the Springfield, MO facility will now be managed by our North American service group, Energy Service Division – Oil & Gas of **Siemens Demag Delaval Turbomachinery, Inc.** This service work will include spare parts, field service, repairs, modifications & upgrades. The Springfield, MO. facility will continue to manage and provide the sell of new equipment, start-up, and warranty of the Turblex, Schiele, Kuhnle, Kopp & Kausch, and PGW blowers, compressors, and fan brands.

This change will take effect on January 1, 2014. While many of the personnel that have been supporting your equipment will remain the same, quotations, communication, invoices, etc... will be issued under the respective North American business unit.

The Siemens Demag Delaval Turbomachinery, Inc. site, located in Hamilton, New Jersey is a service facility that has been providing customized turbomachinery service solutions for over 100 years, and is the headquarters for the Siemens Energy Services, Oil & Gas and Industrial Applications Division (E S SO).

This location manufactures parts, performs repairs, and provides field services for Single stage blowers, Gas Turbines, Steam Turbines, Compressors, Generators, and Pumps. Services are available for new and legacy OEM equipment brands including:

- Siemens - steam turbines, compressors, small and medium gas turbines
- Westinghouse - steam turbines and generators
- Delaval - steam turbines, compressors, and pumps
- Demag - compressors
- Alstom - steam turbines
- Turblex – Blowers, compressors and fans
- Schiele – Fans
- Kuhnle, Kopp & Kausch – compressors, fans
- PGW - Compressors

Siemens is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field service personnel. The Siemens field service group is supported by a staff of mechanical, electrical, and instrumentation engineers from our engineering centers.

With this upgrade in customer focus please note that our legal address and remit to information for purchase orders has changed. To make this transition as smooth as possible, please update our information in your systems to the following:

## **Siemens Demag Delaval Turbomachinery, Inc.**

840 Nottingham Way  
Hamilton, NJ 08638

Tel: (609) 890-5000  
Fax: (609) 587-7790

[www.siemens.usa.com](http://www.siemens.usa.com)

# SIEMENS

## In the United States

Purchase orders should be addressed to:  
Siemens Demag Delaval Turbomachinery, Inc.  
840 Nottingham Way  
Hamilton, NJ 08638  
USA

Remit to:  
Siemens Demag Delaval Turbomachinery, Inc.  
Dept. AT 40131  
Atlanta, GA 31192-0131

Remit via Bank Wire to:  
Mellon Bank  
Pittsburgh, PA  
RT# 043000261      Account# 022-1735

Should you have any problems or additional needs please do not hesitate to contact us.

With kindest regards,

Curtis Rogers  
Americas Service and Sales Engineer

Siemens Demag Delaval Turbomachinery, Inc.  
E S SO RNA MK 3  
4654 W. Junction Street  
Springfield, MO 65802  
United States of America

Tel.: +1 417-864-5599  
Fax: +1 417-866-0235  
Mobile: +1 417-827-2371  
<mailto:curtis.rogers@siemens.com>

Dan Chekay  
Product Line Manager – Compressors and Pumps

Siemens Demag Delaval Turbomachinery, Inc.  
E S SO RNA MK 3  
840 Nottingham Way  
Hamilton, NJ 08638  
United States of America

Tel.: +1 609 890-5839  
Fax: +1 609 587-7790  
Mobile: +1 609 462-9344  
<mailto:daniel.chekay@siemens.com>

# SIEMENS

## Field Service Estimate

Customer: City of Fairfield  
 Contact: Randy Hassler  
 Email: rhassler@fairfield-city.org  
 Phone: 513-858-8351

Siemens Proposal Number: F203-3506  
 Site Name: Fairfield OH WWTP  
 Model: STC-GO (KA10-SV-GL210)  
 Serial Number(s): 5951  
 Description or Scope: Class II

Labor		
Total Number of Day(s) Onsite (7 day(s) / compressor)		7
Quantity of Persons		1
Mobilization (1 trip(s))		\$3,500
Weekday Labor (\$1273/ 8-hr work day)		\$8,911
Weekend Labor (\$0 for Sat. & \$0 for Sun.)		\$0
Standby/Weekend waiting		\$3,341
Airfare		\$1,380
Per Diem ( 7 days on site, 2 waiting, 1 travel home day)		\$3,200
Equipment/Parts		\$1,635
Required Equipment/Parts for Class II service for 1 compressor(s) include:		
Quantity	Part #	Description
1	NA	Equipment Alignment Charge
1	NA	Cleaning Kit
1	89412860	O-RING
1	N17L57350	O-RING, SILICON
1	N17L57269	O-RING
1	89412019	O-RING
2	89412020	O-RING
1	89027296	O-RING
1	N17V3155	O-RING
Toolbox Freight		\$350
<b>Estimated Total for 1 unit(s)</b>		<b>\$22,317</b>

**Notes:**

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Siemens technician. This pricing also assumes that proper lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform Class II. Does not include craft labor and tools to support the work.

This proposal includes required replacement components for service. Any significant wear or abnormalities identified requiring extra labor and parts shall be billed per Siemens' standard Service Rate Schedule. Siemens will provide an estimate of additional time and materials required. Recommended parts are returnable with 20% restocking fee. Required parts are nonreturnable.

Parts pricing validity is for 30 days. Shipment is EXW Springfield, Missouri (Incoterms 2010). All freight costs are the responsibility of the customer including packaging, taxes, duties, customs clearance and insurance. Siemens can provide a freight estimate for prepay and add upon request.

Attachments: Field Service Rate Sheet, Siemens Selling Policy, Mandatory Asbestos Reporting, Suggested Preventative Maintenance Schedule, Pre-Service Checklist & Mandatory Lifting Device Reporting.

**Time and Material pricing per:** Siemens FS Ratesheets for USA Onshore 2013/1/1  
**Terms and Conditions:** Per Siemens Selling Policy 1200, 4/23/2013  
**Please forward Purchase Orders to:** Siemens Energy, Inc. Service Division O&G  
 4654 W. Farm Road 130  
 Springfield MO. 65802  
 Phone: 417-864-5599 / Fax: 417-866-0235

**Prepared By:** Lucinda Wadle  
lucinda.wadle@siemens.com  
 10/29/2013

CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11001A

DATE: 05/12/2014

ITEM:

Miscellaneous Traffic Signal Upgrades / Spare Parts.

FINANCIAL IMPACT:

\$20,000.00 from the County Motor Vehicle Fund.

SYNOPSIS:

This project is to complete small improvements that are beyond signal maintenance, but not large enough to necessarily be their own projects. Many of these smaller type projects are the result of maintenance observation and should be addressed as expediently as possible.

This project is in the proposed Capital Improvements Program and is included in the 2014-2018 CIP as PWA-14-201. Staff will procure multiple quotes for larger projects and when it is in the City's best interests.

BACKGROUND:

This work will be to make minor miscellaneous upgrades such as reconfiguring signs and signals in accordance with safety study recommendations. This project will also include the purchase of spare parts including pre-emption microphones and pedestrian signal equipment.

With the upgrades being made to the Central Traffic System, there is a uniformity of many of the items at the signal and in the traffic control cabinets. It is more practical to buy and maintain just one type of equipment that is interchangeable City-wide.

STAFF RECOMMENDATION:

It is recommended that City Council authorize an appropriation of \$20,000.00 from the County Motor Vehicle Fund for miscellaneous traffic signal upgrades and spare parts.

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

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

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



MARSH DR.

DALE

LAKESIDE DR.

PLEASANTDALE DR.

CHATEAU WAY

GROH LN.

BURGUNDY PL.

BORDEAUX WAY

PONDEROSA DR.

RIVER RD.

LA MONTE DR.

TRAVELLE TER.

MISSISSIPPI DR.

MUSKOPF RD.

SUWANNEE DR.

DELLBROOK DR.

N. FRIEDA DR

W. DALTON DR.

POTOMAC DR.

TOMAHAWK

DALTON

FRIEDA DR



CITY OF FAIRFIELD, OHIO  
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11.0121A

DATE: 4/28/2014

**ITEM:**

Appropriation for the design for Nilles Road -- Gray Road -- Symmes Road Improvements.

**FINANCIAL IMPACT:**

Total funding is \$36,365.00 (\$24,425.00, with an alternate of \$6,940.00 plus a contingency of \$5,000) from the Street Improvement Fund.

**SYNOPSIS:**

Choice One Engineering will complete final design and cost estimates for an improvement to Nilles Road (between the bridge west of May Avenue and Route 4), Gray Road (between Lake Michigan and John Gray Road) and Symmes Road (between Route 4 and North Gilmore Road). Preliminary plans are to add two foot shoulders in some areas, perform necessary base repairs, and to overlay the entire road. Plans will also include minor improvements to ditches, driveways, and storm sewers.

**BACKGROUND:**

The engineering is scheduled in the existing Capital Improvement Program for 2014 as PWA-14-105 in the amount of \$40,000. It is recommended that this be engineered this spring and summer to allow for funding applications to be made this fall for potential State funding, and construction in late summer of 2015 should the funding become available.

Staff solicited prices from Northwest Consultants Inc. and Choice One to perform the necessary engineering work. Choice One Engineering is the lowest and best qualified bidder for this professional service.

**RECOMMENDATION:**

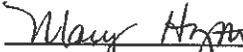
It is recommended that the City Council authorize an appropriation of \$36,365.00 be made from the Street Improvement Fund for the engineering services to perform the Nilles Road -- Gray Road -- Symmes Road Improvements design.

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

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

Prepared by: 

Approved for Content by: 

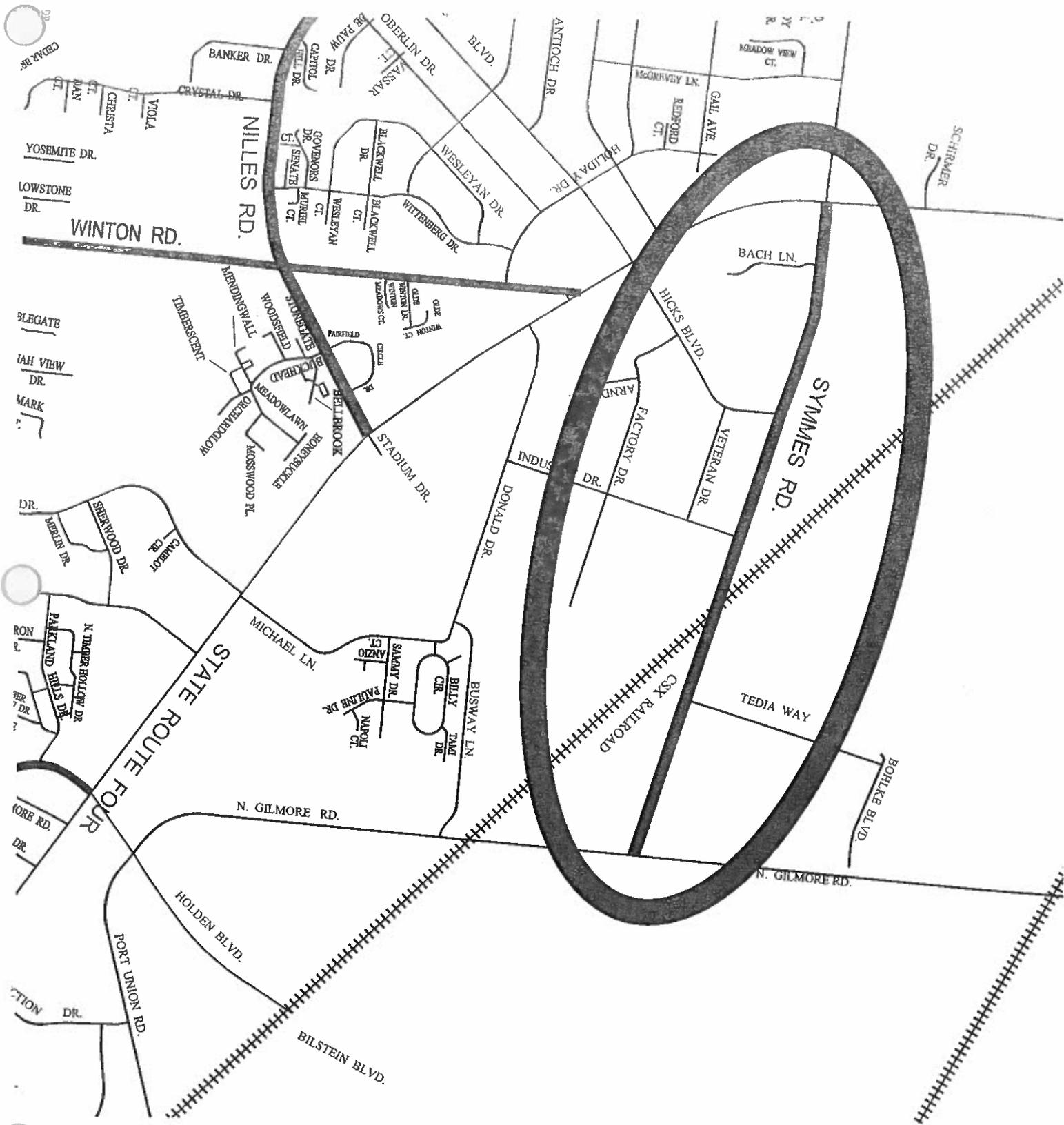
Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 







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

ORDINANCE TO 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>\$53,400</b>
To:	40216023-233300 Engineering Services <i>(Pleasant Run Creek Corridor Study)</i>	\$30,000
To:	40216025-253200 Capital Equipment <i>(Replacement Canine for Police)</i>	\$8,400
To:	40216025-252500 Drainage Improvements <i>(NPDES Phase II Improvements)</i>	\$15,000
<b>From:</b>	<b>Unappropriated County Motor Vehicle Fund</b>	<b>\$20,000</b>
To:	20516025-252000 Improvements Other Than Building <i>(Miscellaneous Traffic Signal Upgrades/Spare Parts)</i>	\$20,000
<b>From:</b>	<b>Unappropriated General Fund</b>	<b>\$10,000</b>
To:	10012523-233900 Other Professional Services <i>(2014 Sidewalk Gap Program)</i>	\$10,000
<b>From:</b>	<b>Unappropriated Street Improvement Fund</b>	<b>\$76,365</b>
To:	40116025-252000 Improvements Other Than Building <i>(2014 Crack Sealing Street Program (\$25,000) and River Road Pedestrian Crossing (\$15,000))</i>	\$40,000
To:	40116023-233300 Engineering Services <i>(Engineering Design for Nilles, Gray and Symmes Road Improvements)</i>	\$36,365

From: **Unappropriated Sewer Surplus Fund** **\$23,000**  
To: 62416023-234100 Maintenance of Equipment **\$23,000**  
*(Service on Turblex Blower at Wastewater Treatment Plant)*

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