

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

MONDAY, FEBRUARY 11, 2013

7:00 PM

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

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

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

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

1. Call to Order

2. Prayer/Pledge of Allegiance

3. Roll Call

4. Agenda Modifications

5. Executive Session Requests

6. Public Hearing(s)

7. Special Presentations and Citizen Comments

- a) Special presentation from Mayor Ron D'Epifanio to Jose Arias Sime

8. Mayor/Council Reports

9. Approval of Minutes

- a) Regular Meeting Minutes of January 28, 2013

10. OLD BUSINESS

(A) DEVELOPMENT SERVICES COMMITTEE

Jeff Holtegel, Chairman; Tim Abbott, Vice Chairman, Tim Meyers, Member

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

- Ordinance – Third Reading
- Motion – Adoption

(B) PUBLIC WORKS COMMITTEE

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

- (1) Ordinance to authorize the City Manager to enter into a three (3) year contract with T.R. Gear Landscaping for landscaping maintenance.

- Ordinance – Third Reading

- Motion – Adoption
- (2) Ordinance accepting public improvements and releasing the maintenance bond for Emerald Lakes Section 3 Subdivision.
- Ordinance – Second Reading

11. NEW BUSINESS

(A) **PUBLIC SAFETY COMMITTEE**

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

- (1) Simple Motion: Motion to approve a liquor permit application in the name of Fairfield Partners, Inc. DBA LaRosa's, 5130 Camelot Drive, Fairfield, OH 45014 (Permit Classes: D3 and D6).

(B) **PUBLIC UTILITIES COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a one (1) year contract with Huron Lime, Inc. for the purchase of lime for use in the Water Division.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption

(C) **PUBLIC WORKS COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a one (1) year contract with options for years two (2) and three (3) with Brad Evans Excavating for the 2013 Concrete Repair and Replacement Work.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
- (2) Ordinance to authorize the City Manager to enter into a one (1) year contract with options for years two (2) and three (3) Innovative Concrete and Utility Construction, Inc. for the 2013 Sidewalk/Apron Replacement.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading

(D) **FINANCE & BUDGET COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a contract with Woolpert, Inc. for aerial imagery acquisition and digital orthoimagery.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption

- (2) Ordinance to authorize the City Manager to enter into an addendum to the contract with International Association of Firefighters (IAFF), Local 4010 for wages, hours and terms and conditions of employment for the fire department bargaining unit.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption
- (3) Appropriation Ordinance (Contractual Items) - \$200,000 for the 2013 Concrete Repair and Replacement Program; \$174,156 for the 2013 Sidewalk/Apron Replacement Program; \$68,750 for aerial imagery acquisition and digital orthoimagery.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption

12. Meeting Schedule

Monday, February 25	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, March 11	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, March 25	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

13. Executive Session of Council (if needed)

14. Adjournment

AGENDA

**COUNCIL-MANAGER BRIEFING
FAIRFIELD MUNICIPAL BUILDING
5350 PLEASANT AVENUE**

**MONDAY, FEBRUARY 11, 2013
6:00 P.M.**

1. Parks Department National Accreditation – Jim Bell
2. Marsh Lake Update – Brad Williams

**MINUTES
REGULAR MEETING OF COUNCIL
JANUARY 28, 2013**

Call to Order

Mayor Ronald A. D'Epifanio called the Regular Meeting of Council to order at 7:00 PM at the Fairfield Municipal Building, 5350 Pleasant Avenue.

Prayer/Pledge of Allegiance

Councilmember Pennington led in prayer and Pledge of Allegiance.

Roll Call

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

Agenda Modifications

Councilmember Meyers, seconded by Councilmember Abbott, moved to amend the agenda by adding a resolution declaring intent and necessity of the Seward Road Improvement Project and declaring an emergency. Law Director Clemmons explained that there was an error on the previous resolution, so a new resolution is required to correct the error. Motion Carried 7-0.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Oler moved to approve a request for an Executive Session to discuss collective bargaining with the city's employee unions. Clerk Wilson called the roll of Council. Motion Carried 7-0.

Public Hearing(s)

Special Presentations and Citizen Comments

Special presentation from Mayor Ron D'Epifanio

Mayor D'Epifanio recognized Ashton Isler for a donation he made to the Joe Nuxhall Miracle League Fields. Ashton requested monetary birthday gifts for his 10th birthday in December and donated all of the money, \$125, to the Joe Nuxhall Miracle League Fields. Mayor D'Epifanio presented him with a proclamation and declared him Honorary Mayor in the City of Fairfield on January 29, 2013 and declaring it "Ashton Isler Day." Kim Nuxhall also presented Ashton with a signed and framed picture and a t-shirt and thanked him for his generosity and the Cincinnati Reds Community Fund presented him with a voucher for free tickets to an April home game. The councilmembers and Mayor D'Epifanio also thanked Ashton with a gift card to Dick's Sporting Goods.

Dan Brown, Butler County Auditor's Office, 130 High Street, Hamilton, Ohio announced that the deadline for Homestead Exemption is June 3. Homestead Exemption shields \$25,000 value for citizens ages 65 and older, permanently and totally disabled. The exemption is approximately a \$475 savings on average. Board of Revision for property value disputes runs through April 1. Also, dog licenses is January 31, and the fee is \$14. After January 31, the fee increases to \$28. More information for each of these programs and deadlines is available on the auditor's website.

Mayor/Council Reports

Councilmember Senger congratulated Councilmember Pennington on her 40th anniversary.

Councilmember Pennington reported that Boards & Commissions applications are due by February 15. There are several positions open. More information is available online and in the Clerk of Council's office.

Councilmember Jones reported that Jason Hunold, interim Wastewater Superintendent, has received his OEPA Class 4 certification on his first review, which is a very difficult task.

Mayor D'Epifanio congratulated Councilmember Pennington on her anniversary and noted that she also recently received the Realtor of the Year Award from the Hamilton, Fairfield and Oxford Board of Realtors. This award is given not only for the amount of real estate sold, but also for community involvement.

Approval of Minutes

Regular Meeting Minutes of January 14, 2013

- The Regular Meeting Minutes of January 14, 2013 were approved as written.

OLD BUSINESS

DEVELOPMENT SERVICES COMMITTEE

Jeff Holtegel, Chairman; Tim Abbott, Vice Chairman, Tim Meyers, Member

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

Councilmember Holtegel presented the second reading of this ordinance.

PUBLIC WORKS COMMITTEE

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

Resolution declaring necessity of repairing sidewalks (including aprons).

Councilmember Meyers presented the second reading of this ordinance. Councilmember Meyers, seconded by Councilmember Abbott moved to suspend the rules requiring three (3) readings of this resolution. Motion Carried 7-0. Councilmember Meyers, seconded by Councilmember Abbott moved to adopt . Motion Carried 7-0. RESOLUTION 2-13. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into a three (3) year contract with T.R. Gear Landscaping for landscaping maintenance.

Councilmember Meyers presented the second reading of this ordinance.

NEW BUSINESS

PUBLIC WORKS COMMITTEE

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

Councilmember Meyers, seconded by Councilmember Oler moved to read the following two (2) ordinances and one (1) resolution by title only. Motion Carried 7-0.

Ordinance to authorize the City Manager to enter into a contract with Cargill, Incorporated for the purchase of road salt and declaring an emergency.

Background: City Manager Pizzano recommended entering into a contract with Cargill, Incorporated for the purchase of road salt. This will be done in cooperation with the Butler County Engineer's Office. The price will remain the same as last year, at approximately \$65 per ton. Legislative Action: Councilmember Meyers presented the first reading of this ordinance.

Councilmember Meyers, seconded by Councilmember Abbott moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Meyers, seconded by Councilmember Pennington moved to adopt . Motion Carried 7-0. ORDINANCE NO. 4-13. APPROVED 7-0.

Ordinance accepting public improvements and releasing the maintenance bond for Emerald Lakes Section 3 Subdivision.

Background: City Manager Pizzano recommended an ordinance accepting public improvements and releasing the maintenance bond for Emerald Lakes Section 3 Subdivision. This is an interior section of the subdivision; Public Works and Public Utilities have done inspections on the area and signed off. There is some landscaping and sidewalk work to be done and a performance bond has been posted for that work. Legislative Action: Councilmember Meyers presented the first reading of this ordinance.

Resolution declaring intent and necessity of the Seward Road Improvement Project and declaring an emergency.

Background: City Manager Pizzano recommended a resolution declaring intent and necessity of the Seward Road Improvement Project. There were ownership changes in some parcels of the land that the city was unaware of. The new resolution reflects those changes. Legislative Action: Councilmember Meyers presented the first reading of this resolution.

Councilmember Meyers, seconded by Councilmember Abbott moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Meyers, seconded by Councilmember Oler moved to adopt . Motion Carried 7-0. RESOLUTION 3-13. APPROVED 7-0.

FINANCE & BUDGET COMMITTEE

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

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

Appropriation Ordinance (Non-Contractual Items) - \$65,000 for 2012 Grounds, Entry-ways & Landscaping Program; \$95,000 for 2012 Annual Drainage Program.

Background: City Manager Pizzano recommended non-contractual appropriations in the amount of \$65,000 for the 2012 Grounds, Entry-Ways & Landscaping Program and \$95,000 for the 2012 Annual Drainage Program. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Abbott, seconded by Councilmember Oler moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Abbott, seconded by Councilmember Meyers moved to adopt . Motion Carried 7-0. ORDINANCE NO. 5-13. APPROVED 7-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- Monday, February 11 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, February 25 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, March 11 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Executive Session of Council (if needed)

Council adjourned to Executive Session at 7:26 PM.

Adjournment

The Regular Meeting adjourned at 8:15 PM.

ATTEST:

Clerk of Council

Date Approved _____

Mayor's Approval

City of Fairfield, Ohio City Council Communication

Date: 1-14-13

Item:

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

Financial Impact:

The proposed contract would compensate the Chamber in an amount not to exceed \$15,000 for the 2013 Platinum Sustaining Sponsorship Program, as appropriated in the recently approved 2013 budget.

Synopsis:

The Fairfield Chamber of Commerce is an important economic development partner with the City. The proposed one year contract would continue the City's Platinum Sustaining Sponsorship of the Chamber for 2013. The City would receive recognition for its sponsorship as well as complimentary admission to several events throughout the year.

In addition, the Chamber would assist with important business retention assistance. Over the past four years, the Chamber has completed more than 350 business retention surveys with mostly small retail and commercial businesses. These surveys provide valuable insight into the needs and concerns of the business community.

Recommendation:

It is recommended that City Council approve the ordinance.

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

Prepared by: Greg Ketham
 Approved for Content by: Timothy Beckman
 Financial Review (where applicable): Mary Hahn
 Legal Review (where applicable): [Signature]
 Accepted for Council Agenda: [Signature]

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

1. **SCOPE OF SERVICES.** The Chamber shall, in a satisfactory and proper manner as determined by the City's Director of Development Services, coordinate and implement the Platinum Sustaining Sponsorship Program, as described in Exhibit A, "Scope of Services", and by this reference made a part hereof.
2. **TERM.** The services will commence upon execution of this Contract by both parties hereto, and shall expire on December 31, 2013.
3. **COMPENSATION.** The City agrees to compensate the Chamber for services provided pursuant to this Contract in an amount up to but not in excess of Fifteen Thousand Dollars (\$15,000). The compensation shall be distributed as described in Exhibit B, "Budget", and by this reference made a part hereof.
4. **TERMINATION.** The City may terminate or modify this Contract immediately upon notification to the Chamber. The City shall compensate the Chamber for all financial commitments made by the Chamber and approved by the City before the Contract termination date.
5. **ASSIGNMENT.** This agreement is not transferable or assignable without the express written approval of City.
6. **NOTICES.** All notices or other communications required by the Contract shall be personally served or sent by U.S. mail addressed to the parties as follows, or addressed in such other way as either party may from time to time designate.

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

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

IN WITNESS WHEREOF, the City of Fairfield, Ohio, by Arthur E. Pizzano, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2013 and the Fairfield Chamber of Commerce by Kert Radel, its President, has caused this instrument to be executed this _____ day of _____, 2013.

Witness:

CITY OF FAIRFIELD, OHIO

By _____
Arthur E. Pizzano, City Manager

FAIRFIELD CHAMBER OF COMMERCE

By _____
Kert Radel, President

Approved as to form:

Approved as to content:

John H. Clemmons
Fairfield City Law Director

Timothy Bachman
Development Services Director

EXHIBIT A
SCOPE OF SERVICES

Platinum Sustaining Sponsorship Program

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

- A. *Recognition and Events* – The City shall be prominently recognized as a Platinum Sustaining Sponsor of the Chamber. This recognition shall include, but not be limited to, verbal recognition at all Chamber events, listings on all Chamber publications (letterhead, newsletters, signs, event banners, etc...), and prominent listing on the Chamber website and e-bulletins. Also included is a complementary table at the Annual Dinner event and the Business Showcase luncheon event, and a complementary double exhibitor booth with electricity at the Business Showcase event.

- B. *Business Retention* – The Chamber will provide assistance with City business retention efforts, with a focus on small retail/commercial businesses. The Chamber will promptly report any information or issues gleaned from these meetings to the City and will assist with coordinating any necessary City response. The City and Chamber will also create a business retention survey form. This form will be completed by Chamber staff after every small business meeting, and copies of the forms will be submitted to the City in a quarterly report that will be submitted to the City. In addition, Chamber staff will assist with organizing business retention meetings, including Mayor/City Manager lunch meetings.

**EXHIBIT B
BUDGET**

Platinum Sustaining Sponsorship Program

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

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

- A. *Recognition and Events* – The City will pay \$8,000, no later than March 2013.
- B. *Business Retention and Entrepreneur Assistance* – The City will pay equal quarterly payments of \$1,750 (for the quarters of January-March, April-June, July-September, and October-December) upon the submission of the quarterly business retention reports.

ORDINANCE NO. _____

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

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

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

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

Passed _____

Mayor's Approval _____

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

DATE: 1/14/2013

ITEM:

Landscaping Maintenance Contract

FINANCIAL IMPACT:

\$226,539 (\$75,513/yr.) including alternates 1 (Rt. 4 north) & 2 (Patterson Blvd). Funding for this contract will be provided from the Capital Improvements Fund and is listed in the Capital Improvement Program as item #PWA-12-008 Grounds, Entry-ways & Landscaping Program.

SYNOPSIS:

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

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

The project is programmed in the current 2012-2016 CIP as PWA-12-008.

BACKGROUND:

The previous 3-year contract was also with T.R. Gear Landscaping for a total contract of \$233,757 (\$77,919/yr.). The recommended bidder is \$7,218 less than the current 3-year contract even with the addition of alternates one and two. The new contract will begin April 1, 2013. The three landscaping areas are Rt. 4 South (Seward Road to Woodridge), Rt. 4 North (Symmes Road to the Railroad overpass), and Patterson Blvd. (Pleasant Ave. to River).

RECOMMENDATION:

It is recommended that City Council direct the legislation authorizing the City Manager to enter into a contract with T.R. Gear Landscaping for a three (3) year term, at the costs indicated.

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

Prepared by: *[Signature]*

Approved for Content by: *[Signature]*

Financial Review (where applicable): *[Signature]*

Legal Review (where applicable): *[Signature]*

Accepted for Council Agenda: *[Signature]*

**City of Fairfield
 Bid Tabulation for: Landscape and Maintenance
 Bid Opening: December 17, 2012, City of Fairfield Council Chambers**

Description	Greenbriar Landscaping 3324 Port Union Road Fairfield, OH 45014			Landform 1485 Symmes Road Fairfield, OH 45014			T.R. Gear Landscaping 3300 Port Union Road Fairfield, OH 45014		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
South Route 4	\$ 79,605.00	\$ 79,605.00	\$ 79,605.00	\$ 74,269.00	\$ 74,269.00	\$ 76,497.07	\$ 68,974.00	\$ 68,974.00	\$ 68,974.00
Alternate #1: North Route 4	\$ 3,895.00	\$ 3,895.00	\$ 3,895.00	\$ 8,876.00	\$ 8,876.00	\$ 8,876.00	\$ 3,854.00	\$ 3,854.00	\$ 3,854.00
Alternate #2: Patterson Drive	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 10,584.00	\$ 10,584.00	\$ 10,584.00	\$ 2,685.00	\$ 2,685.00	\$ 2,685.00

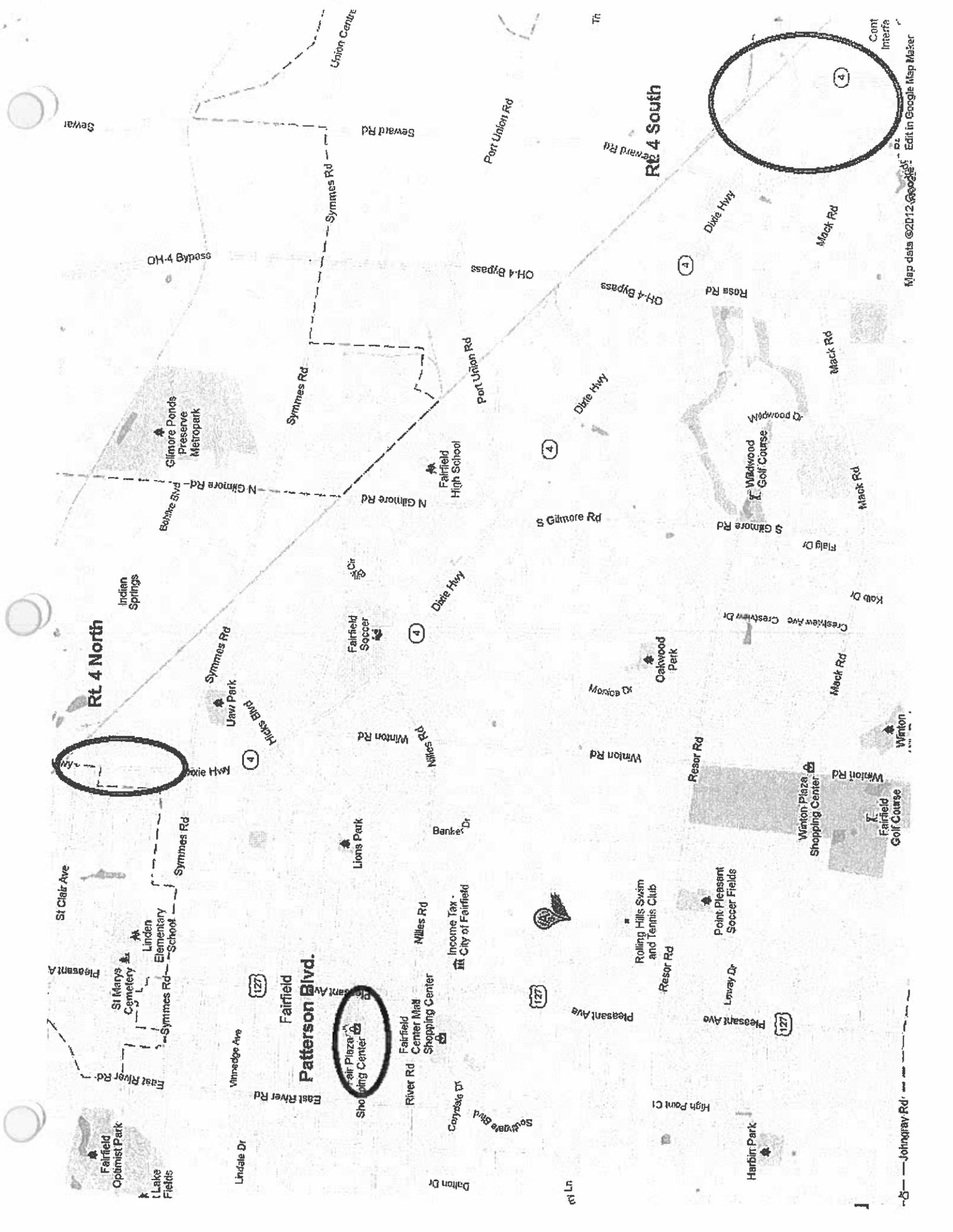
These bids will be reviewed by the Public Works Department and a recommendation will be made to Council. There is no guarantee that the contract will be awarded to the lowest bidder. Contracts are awarded to the bidder deemed to be the best and the lowest bidder.

**City of Fairfield
 Bid Tabulation for: Landscape and Mai
 Bid Opening: December 17, 2012, City o**

PMG Landscaping LLC 35 Standen Dr. Hamilton, OH 45014	Jeffrey Allen Corp. 3662 Poole Road Cincinnati, OH 45251
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Description	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
South Route 4	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 83,900.00	\$ 84,100.00	\$ 84,700.00
Alternate #1: North Route 4	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,170.00	\$ 8,200.00	\$ 8,350.00
Alternate #2: Patterson Drive	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,580.00	\$ 6,580.00	\$ 6,600.00

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



Rt 4 North

Rt 4 South

Patterson Blvd.

Gilmore Ponds Preserve Metropark

Waldwood Golf Course

Fair Plaza Shopping Center

Winton Plaza Shopping Center

Fairfield High School

Rolling Hills Swim and Tennis Club

Count Inners

Map data ©2012 Google, Edit in Google Map Maker

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH T.R. GEAR LANDSCAPING FOR LANDSCAPING MAINTENANCE.

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 three (3) year contract with T.R. Gear Landscaping for landscaping maintenance in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11412

DATE: 1/28/2013

ITEM:

The public improvements for Emerald Lakes Subdivision (Section 3) are ready to be accepted by the City.

FINANCIAL IMPACT:

None

SYNOPSIS:

This project to create public streets located on the west side of Pleasant Avenue (across from Resor Road) was developed by the Welsh Development Company as the Emerald Lakes Subdivision. Section 3 consists of Coltan Court and part of Edmorr Way.

BACKGROUND:

This project involved the construction of approximately 1700 feet new road. Included in this work was asphalt pavement with an aggregate base, curb and gutter, storm sewer, sanitary sewer, waterline, and sidewalk. This project was inspected by the Public Works Department and the Public Utilities Department to make sure that any previously noted deficiencies have been addressed. The developer has completed all items except sidewalk and street trees for which a performance bond has been submitted. The dedication plat for this street was approved and accepted by Planning Commission in 2006.

STAFF RECOMMENDATION:

It is recommended that City Council authorize and direct preparation of legislation accepting these public improvements.

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

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

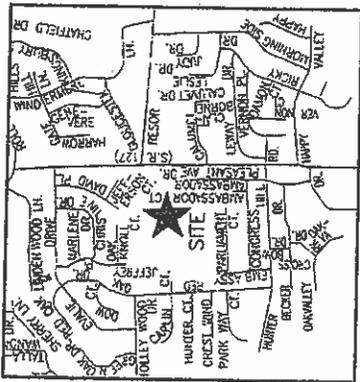
Prepared by: *Be W*

Approved for Content by: *Carol Burton*

Financial Review (where applicable): *May Argh*

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

Accepted for Council Agenda: *Heather Wilson*



VICINITY MAP

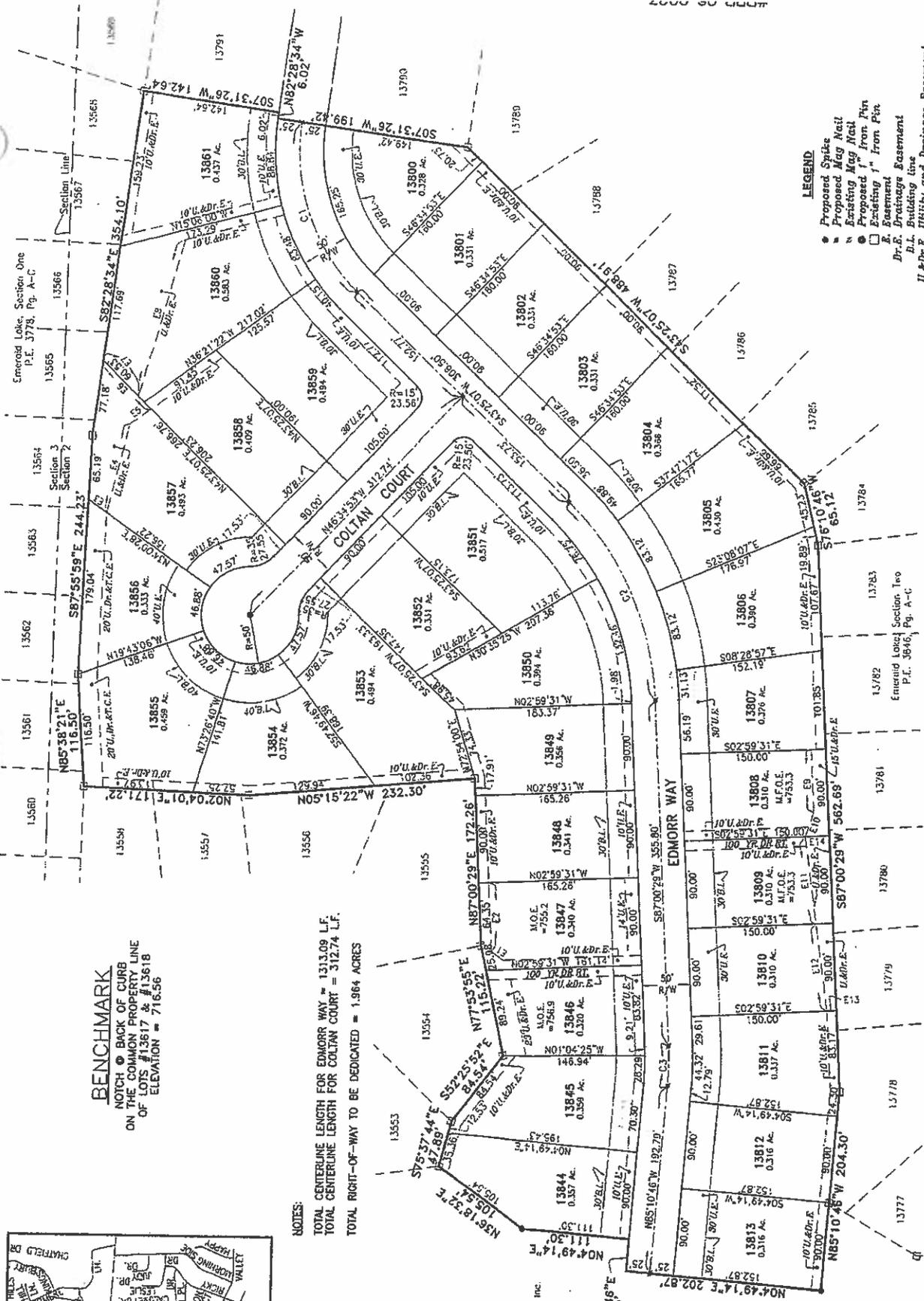
NOT TO SCALE

NOTES:

TOTAL CENTERLINE LENGTH FOR EDMORR WAY = 1313.09 L.F.
 TOTAL CENTERLINE LENGTH FOR COLTAN COURT = 312.74 L.F.
 TOTAL RIGHT-OF-WAY TO BE DEDICATED = 1.984 ACRES

BENCHMARK

NOTCH @ BACK OF CURB
 ON THE COMMON PROPERTY LINE
 OF LOTS #13617 & #13618
 ELEVATION = 716.56



LEGEND

- Proposed Spike
- Proposed Mag Nail
- Existing Mag Nail
- Proposed 1" Iron Pin
- Existing 1" Iron Pin
- Easement
- Dr.-E. Drainage Easement
- B.L. Building line
- U.&Dr.-E. Utility and Drainage Easement
- U.E. Utility Easement
- T.C.E. Tree Conservation Easement
- 100 YR.D.R.R.T. 100 Year Drainage Easement
- M.O.E. Minimum Opening Elevation
- M.F.O.E. Minimum Front Opening Elevation

CENTERLINE CURVE TABLE

CH	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD	DIRECTION	DISTANCE
C1	Δ=84.00.19	R=200.00	L=102.14	C=188.66	CH=505.12 W	191.97
C2	Δ=43.35.21	R=300.00	L=119.56	C=228.23	CH=505.12 W	224.67
C3	Δ=07.48.46	R=300.00	L=20.49	C=40.91	CH=288.05.08 W	40.88

EASEMENT LINE TABLE

CH	DIRECTION	DIST.
E1	46°20'28"E	70.31
E2	54°00'28"W	23.57
E3	54°00'28"W	23.57
E4	57°54'10"E	93.18
E5	53°21'22"E	76.79
E6	43°29'07"E	70.69
E7	43°29'07"E	52.16
E8	57°41'00"W	166.84
E9	59°00'28"W	65.37
E10	57°54'10"E	26.83
E11	57°41'00"W	30.31
E12	57°41'00"W	30.31
E13	50°25'31"W	10.00
E14	50°25'31"W	25.00

Pl. Lot 025
 Welsh Development Company, Inc.
 CR. 7.506, Pg. 1581
 Remainder 9.952 AC.

I hereby state to the best of my knowledge, information and belief that the accompanying plot is the correct return of a survey made under my direction for "EMERALD LAKE, SECTION THREE", monuments will be set and the subdivision Ordinance No. 122-87 of the City of Fairfield, Butler County, Ohio has been cancelled with to the best of my knowledge.



Todd K. Turner, P.S.
 Registered Surveyor #7884 in Ohio

ORDINANCE NO. _____

ORDINANCE ACCEPTING PUBLIC IMPROVEMENTS AND RELEASING
THE MAINTENANCE BOND FOR EMERALD LAKE SECTION 3
SUBDIVISION.

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

Section 1. The Council of the City of Fairfield, Ohio does by this ordinance accept the public improvements for Emerald Lake Section 3 subdivision.

Section 2. The maintenance bond for Emerald Lake Section 3 subdivision is hereby released and the City Manager is hereby authorized to take the necessary steps to cancel the same.

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

February 11, 2013

Liquor permit application in the name of Fairfield Partners, Inc., DBA LaRosa's, 5130 Camelot Drive, Fairfield, Ohio 45014 (Permit Classes: D3 and D6).

FINANCIAL IMPACT:

No financial impact.

SYNOPSIS:

The City of Fairfield is in receipt of an application from the Ohio Division of Liquor Control for a D3 and D6 permit for the above liquor permit applicant.

BACKGROUND:

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

RECOMMENDATION:

It is recommended that City Council request, by simple motion, that no hearing be held on the liquor permit application in the name of Fairfield Partners, Inc. DBA LaRosa's, 5130 Camelot Drive, Fairfield, Ohio 45014 (Permit Classes: D3 and D6).

LEGISLATIVE ACTION REQUIRED: Simple Motion of Council

Prepared by: Elisa Wilson

Approved for Content by: Elisa Wilson

Financial Review (where applicable) by: Mary Hagan

Legal Review (where applicable) by: [Signature]

Accepted by Council Agenda: Elisa Wilson

DEPARTMENTAL CORRESPONDENCE

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

City of Fairfield



TO Alisha Wilson, Clerk of Council

FROM *AW*

Request for Background Check – Liquor Permit

1-29-13

SUBJECT

DATE

Attached is a liquor permit application in the name of Fairfield Partners, Inc. DBA LaRosa's, 5130 Camelot Drive, Fairfield, OH 45014 (Permit Classes: D3 and D6)

Please complete the necessary background check and submit your findings to me **no later than 3:00 PM on Monday, February 4, 2013.**

This item will be added to Council's Regular Meeting agenda of Monday, February 11, 2013.

Thank you for your assistance.

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

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

2621063		N		FAIRFIELD PARTNERS INC	
PERMIT NUMBER		TYPE		DBA LA ROSAS	
ISSUE DATE		01 18 2013		5130 CAMELOT DR	
FILING DATE		D3 <i>De</i>		FAIRFIELD OHIO 45014	
PERMIT CLASSES		09 011 A		A00782	
TAX DISTRICT		RECEIPT NO			

FROM 01/24/2013

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



MAILED 01/24/2013

RESPONSES MUST BE POSTMARKED NO LATER THAN.

02/25/2013

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A N

2621063

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING.

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

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

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF FAIRFIELD CITY COUNCIL
5350 PLEASANT AV
FAIRFIELD OHIO 45014

FOR OFFICE USE ONLY	
NEW	TRANSFER
PERMIT # <u>2621063</u>	

OHIO DEPARTMENT OF COMMERCE
 DIVISION OF LIQUOR CONTROL
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
 Telephone: (614) 644-2431 http://www.com.ohio.gov
 OH: DIVISION OF LIQUOR CONTROL FRONT DESK-3



SECTION A. (This form must accompany all applications of a corporate business entity)

Name of Corporation <u>FAIRFIELD PARTNERS, INC.</u>	DBA Name <u>LAROSAS FAIRFIELD</u>
Permit Premises Address <u>5130 CAMELOT DRIVE</u>	City, State <u>FAIRFIELD, OH</u> Zip Code <u>45014</u>
Township, if in Unincorporated Area	Tax Identification No (TIN) <u>31-1107387</u>

SECTION B.

1 Is stock publicly traded? YES NO
 If "YES", indicate exchange _____ & Do NOT complete SECTION D

2 Does any stockholder own 5% or more shares? If YES, complete SECTION D. YES NO

3 Total Number of shares issued 750

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement enforcement action, or collect taxes.

SECTION C. List the top five (5) officers of the captioned corporation If an office is NOT held please indicate by writing NONE.

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY DCIA AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191

NAME OF OFFICER	SOCIAL SECURITY NUMBER	DATE OF BIRTH
1) CEO <u>NONE</u>		
2) President <u>MARK A. LAROSA</u>		<u>12.30.1958</u>
3) Vice-President <u>NICHOLAS M. LAROSA</u>		<u>5.16.1978</u>
4) Secretary <u>TELLMAN D. HUGHES JR.</u>		<u>1.1.1949</u>
5) Treasurer <u>TELLMAN D. HUGHES JR.</u>		<u>1.1.1949</u>

SECTION D. Stockholders holding 5% or more outstanding shares Note: If you answered Question 1 YES, do not complete this section

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY DCIA AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191. If none, please indicate by writing "NONE".

1) Stockholder's Name	Social Security No. (if Individual)	NUMBER OF SHARES HELD (NOT PERCENTAGE)
<u>MARK A. LAROSA</u>		<u>192</u>
Residence Address <u>5770 SIDNEY ROAD</u>	Tax Identification No. (if applicable)	
City and State <u>CINCINNATE, OHIO</u>	Zip Code <u>45233</u>	
Telephone No <u>513.451.2756</u>	Date of Birth <u>12.30.1958</u>	
2) Stockholder's Name <u>NICHOLAS M. LAROSA</u>	Social Security No. (if Individual)	<u>184</u>
Residence Address <u>6568 COPPERLEAF LANE</u>	Tax Identification No. (if applicable)	
City and State <u>CINCINNATE, OHIO</u>	Zip Code <u>45230</u>	
Telephone No <u>513.624.7398</u>	Date of Birth <u>5.16.1978</u>	

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE TO LIST STOCKHOLDERS)

STATE OF OHIO, COUNTY of Franklin
 I, Beth Reupert being first duly sworn, according to law deposes and says that he/she is (Title) President
 of the Fairfield Partners Inc a corporation duly authorized by law to do business in the State of Ohio, and that the

statements made in the foregoing affidavit are true
 (Signature) Mark A Larosa (Print Name and Corporate Title) MARK A. LAROSA PRESIDENT

Sworn to and subscribed in my presence this 13 day of December 2012
Beth A Reupert Notary Public, State of Ohio

NAME OF ESTABLISHMENT Fairfield Partners Inc.
 ADDRESS DBA LaRosas
5130 Camelot Dr.
Fairfield, OH 45014

YES NO

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

REMARKS:

Michael J. Dickey
 Michael J. Dickey
 Chief of Police

HEARING REQUESTED: Yes No

Date: Jan. 30, 2013

**DEPARTMENTAL
CORRESPONDENCE**

City
of
Fairfield



TO Alisha Wilson, Clerk of Council
FROM Timothy Bachman, Development Services Director

SUBJECT Liquor Permit Application

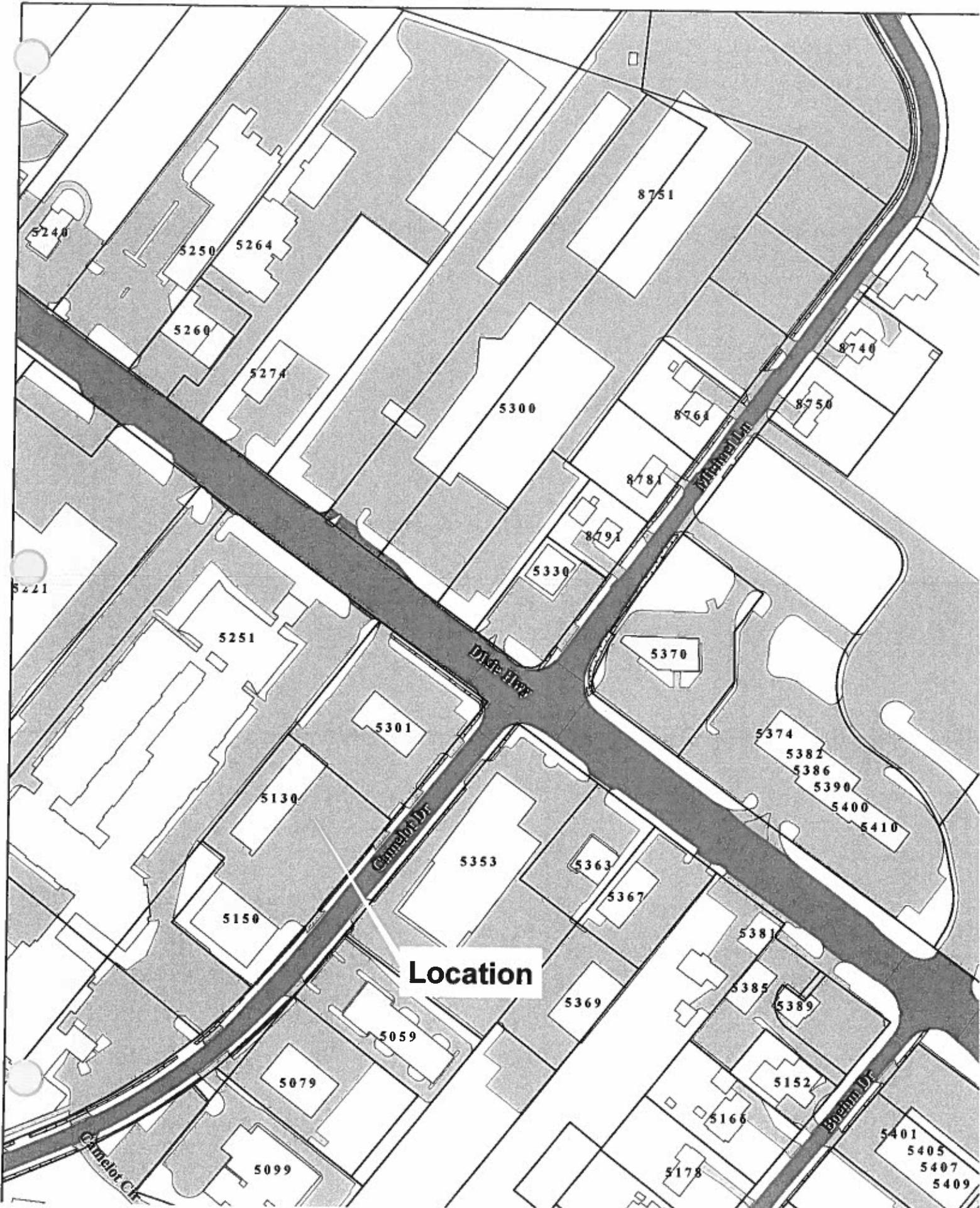
DATE 10/01/12

The business located at 5130 Camelot Drive, in the name of Fairfield Partners, Inc. doing business as LaRosa's, is in a C-3, General Business District and is a permitted use as a restaurant. Should the applicant wish to operate this facility as a tavern, night club or entertainment facility solely or in conjunction with the restaurant, a Conditional Use Permit must be secured through the Planning Commission.


Timothy Bachman
Development Services Director

plf

LIQUOR PERMIT
5130 CAMELOT DR.



City of Fairfield, Ohio
Bid Opening - Results

Project(s): Quick Lime for Water Division
Project Estimate: N/A; Per Ton Pricing
Date: 1/28/13 3:00 PM (City of Fairfield, Council Chambers)

Contractor (Address)	One Year Contract (Per Ton)	Two Year Contract (Per Ton)	Three Year Contract (Per Ton)	Addendum(s) Received	Bid Security	Non- Collusion Affidavit	PP Taxes Affidavit
Huron Lime Inc. PO Box 451 Huron, OH 44839	\$150.70	No Bid	No Bid	N/A	Yes-Bond	Yes	Yes
Carmeuse North America 11 Stanwix Street - 11 th Floor Pittsburgh, PA 15222	\$155.07	No Bid	No Bid	N/A	Yes-Bond	Yes	No
Mississippi Lime Company 3870 S. Lindbergh Blvd St. Louis, MO 63127	\$193.80	No Bid	No Bid	N/A	Yes-Bond	Yes	Yes
Sal Chemical 3036 Birch Drive Weirton, WV 26062	No Bid	No Bid	No Bid				

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH HURON LIME, INC. FOR PURCHASE OF LIME FOR USE IN THE WATER DIVISION.

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

Section 1. The City Manager is hereby authorized to enter into a one (1) year contract with Huron Lime, Inc. for purchase of lime for use in the Water Division in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

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

ITEM:DATE: 02/11/2013

2013 Concrete Repair and Replacement Program.

FINANCIAL IMPACT:

The financial impact of the project is the requested funding of \$200,000.00 from the Street Improvement Fund.

SYNOPSIS:

The majority of the expense in the concrete repair/replacement work is concrete curb and gutter, which is primarily associated with the asphalt overlay project.

BACKGROUND:

City Council has historically approved funding for annual concrete repair and replacement work done in conjunction with the Annual Overlay Program. The Street Division has included Project PWA-13-007 in the 2013-2017 Capital Improvement Program to complete the replacement of deteriorated curb and gutter and other concrete work required prior to asphalt overlay installation.

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

Public Works advertised this project and bids were opened on January 22, 2013 for the 2013 Concrete Repair and Replacement Work. Eight (8) bids were received. The complete bid results are attached.

<i>Contractors</i>	<i>Total</i>
Brad Evans Excavating – Lynchburg, Ohio	\$131,067.10
SiteWWORX, LLC – Lebanon, Ohio	\$146,427.50
America's Decorative Concrete – Greenville, Ohio	\$160,091.05
Innovative Concrete – Cincinnati, Ohio	\$161,867.50
John P. Tumlin & Sons – Harrison, Ohio	\$162,108.00
Prus Construction – Cincinnati, Ohio	\$165,714.00
RA Miller – Hamilton, Ohio	\$170,329.50
Adleta – Cincinnati, Ohio	\$180,989.00

The lowest bidder is Brad Evans Excavating.

RECOMMENDATION:

The staff recommends that City Council authorize the City Manager to enter into a one (1) year contract with Brad Evans Excavating for the 2013 Concrete Repair and Replacement Work at the unit prices indicated. The recommendation to exercise the year 2 and year 3 option will be determined in years 2 and 3.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$200,000.00 from the Street Improvement Fund for the 2013 portion of this project.

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

yes no

Emergency Provision Needed?
If yes, explain above.

yes no

Prepared by: *[Signature]*

Approved for Content by: *[Signature]*

Financial Review (where applicable): *May High*

Legal Review (where applicable): *[Signature]*

Accepted for Council Agenda: *[Signature]*

City of Fairfield
Bid Tabulation for "Concrete Repair and Replacement Work"
Bid Opening: January 22, 2013, City of Fairfield Council Chambers
Estimate: \$178,000 - 1 Yr.

R.A. Miller Construction 4148 Augspurger Road Hamilton, OH 45011	America's Decorative 1857 St Rt. 571 W. Greenville, OH 45331	Adleta Construction P.O. Box 15872 Cincinnati, OH 45215	Innovative Concrete P.O. Box 15158 Cincinnati, OH 45215
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Description	Bid Unit	1 Yr			2 Yrs			3 Yrs					
		1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs			
Concrete Curb & Cutter (4,780 LF)	Ln. Ft.	\$ 30.40	\$ 31.00	\$ 35.00	\$ 29.45	\$ 32.40	\$ 35.65	\$ 34.00	\$ 35.70	\$ 37.49	\$ 30.25	\$ 31.00	\$ 31.50
Concrete Sidewalks (1,350 SF)	Surface Sq. Ft.	\$ 8.75	\$ 8.80	\$ 9.00	\$ 6.29	\$ 6.90	\$ 7.60	\$ 6.70	\$ 7.04	\$ 7.39	\$ 5.85	\$ 6.00	\$ 6.15
Concrete Driveway Aprons /Approach (740 SF)	Sq. Ft.	\$ 9.50	\$ 9.60	\$ 9.75	\$ 6.96	\$ 7.65	\$ 8.42	\$ 7.60	\$ 7.98	\$ 8.38	\$ 6.25	\$ 6.25	\$ 6.40
Concrete Handicapped Sidewalk Ramps	Ramp	\$ 325.00	\$ 350.00	\$ 400.00	\$ 298.85	\$ 328.75	\$ 361.63	\$ 200.00	\$ 210.00	\$ 220.50	\$ 250.00	\$ 300.00	\$ 325.00
Modified Type 6 Curb (Lawn Curb) *as needed	Linear Ft.	\$ 16.00	\$ 20.00	\$ 25.00	\$ 27.00	\$ 29.70	\$ 32.67	\$ 40.00	\$ 42.00	\$ 44.10	\$ 20.00	\$ 22.00	\$ 24.00
Full Dept Concrete Pavement Repair *as needed	Sq. Yd	\$ 81.00	\$ 85.50	\$ 90.00	\$ 52.00	\$ 57.20	\$ 62.90	\$ 130.00	\$ 136.50	\$ 143.33	\$ 52.00	\$ 55.00	\$ 60.00
Complete Curb Replacement *as needed	Ln. Ft.	\$ 20.50	\$ 21.00	\$ 22.00	\$ 22.00	\$ 24.20	N/A	\$ 22.00	\$ 23.10	\$ 24.26	\$ 20.00	\$ 20.20	\$ 21.00

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

City of Fairfield
 Bid Tabulation for "Concrete Repair and Replac
 Bid Opening: January 22, 2013, City of Fairfield
 Estimate: \$178,000 - 1 Yr.

Prus Construction Co. 5325 Wooster Road Cincinnati, OH 45226	SiteWORKX, LLC 3980 Turtlecreek Rd. Lebanon, OH 45036	Brad Evans Excavating 4367 St Rt. 124 Lynchburg, OH 45142	John P. Tunmlin & Sons 10848 Sand Run Road Harrison, OH 45030
---	--	--	--

Description	Bid Unit	1 Yr			2 Yrs			3 Yrs					
		1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs			
Concrete Curb & Curter (4,780 LF)	Ln. Ft.	\$ 29.80	\$ 30.00	\$ 32.00	\$ 26.75	\$ 27.00	\$ 27.25	\$ 22.50	\$ 23.50	\$ 24.50	\$ 29.00	\$ 29.90	\$ 30.80
Concrete Sidewalks (1,350 SF)	Surface Sq. Ft.	\$ 6.50	\$ 6.50	\$ 7.00	\$ 5.75	\$ 6.00	\$ 6.25	\$ 5.61	\$ 5.81	\$ 6.61	\$ 7.00	\$ 7.20	\$ 7.40
Concrete Driveway Aprons /Approach (740 SF)	Surface Sq. Ft.	\$ 6.75	\$ 6.75	\$ 7.25	\$ 6.25	\$ 6.50	\$ 6.75	\$ 6.14	\$ 6.34	\$ 7.14	\$ 8.70	\$ 9.00	\$ 9.25
Concrete Handicapped Sidewalk Ramps	Ramp	\$ 500.00	\$ 500.00	\$ 550.00	\$ 325.00	\$ 350.00	\$ 375.00	\$ 600.00	\$ 625.00	\$ 685.00	\$ 400.00	\$ 415.00	\$ 430.00
Modified Type 6 Curb (Lawn Curb) *as needed	Linear Ft.	\$ 20.00	\$ 20.00	\$ 20.00	\$ 24.50	\$ 25.75	\$ 27.00	\$ 25.60	\$ 26.00	\$ 30.00	\$ 20.00	\$ 20.60	\$ 21.20
Full Dept Concrete Pavement Repair *as needed	Sq Yd	\$ 70.00	\$ 75.00	\$ 75.00	\$ 77.00	\$ 80.00	\$ 83.00	\$ 65.00	\$ 68.00	\$ 80.00	\$ 78.30	\$ 80.65	\$ 83.10
Complete Curb Replacement *as needed	Ln. Ft.	\$ 20.00	\$ 22.00	\$ 23.00	\$ 23.50	\$ 24.75	\$ 26.00	\$ 22.00	\$ 23.00	\$ 28.00	\$ 24.00	\$ 24.50	\$ 25.00

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH OPTIONS FOR YEARS (2) AND THREE (3) WITH BRAD EVANS EXCAVATING FOR THE 2013 CONCRETE REPAIR AND REPLACEMENT WORK.

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

Section 1. The City Manager is hereby authorized to enter into a one (1) year contract with options for years two (2) and three (3) with Brad Evans Excavating for the 2013 concrete repair and replacement work in accordance with the bid on file in the office of the City Manager.

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

Passed _____
Mayor's Approval _____

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11 (C)21

ITEM:

DATE: 02/11/2013

2013 Sidewalk/Apron Replacement Program.

FINANCIAL IMPACT:

\$174,156.00 (\$158,323.75 for the sidewalk plus a contingency of \$15,832.25) from the General Fund.

SYNOPSIS:

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

BACKGROUND:

This is the nineteenth year of the ongoing Sidewalk/Apron Replacement program that was implemented in 1994 to inspect sidewalks and approach aprons citywide. Marking of sidewalks and aprons city wide has been completed and the 2013 program totals 561 property locations marked for replacement.

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

A bid opening was held on January 22, 2013 for which nine (9) bids were received. The bid results are attached.

<i>Contractors</i>	<i>Total</i>
Brad Evans Excavating – Lynchburg, Ohio	\$149,548.99
Innovative Concrete – Cincinnati, Ohio	\$158,323.75
Hendy – Cleves, Ohio	\$165,691.46
America's Decorative Concrete – Greenville, Ohio	\$169,280.61
Prus Construction – Cincinnati, Ohio	\$180,623.50
Adleta – Cincinnati, Ohio	\$181,883.10
Advanced Contractors – West Chester, Ohio	\$184,176.25
John P. Tumlin & Sons – Harrison, Ohio	\$193,838.50
RA Miller – Hamilton, Ohio	\$210,344.25

Based on past performance of the lowest bidder, the best bidder is Innovative Concrete and Utility Construction, Inc. of Cincinnati, Ohio. Innovative Concrete is the second lowest bidder in the first year and the lowest bidder for a three-year term.

STAFF RECOMMENDATION:

The staff recommends that City Council authorize the City Manager to enter into a one (1) year contract with Innovative Concrete and Utility Construction, Inc. of Cincinnati, Ohio for the 2013 Sidewalk/Apron Replacement at the unit prices indicated. The recommendation to exercise the year 2 and year 3 option will be determined in years 2 and 3.

It is further recommended that City Council authorize and direct the preparation of legislation for the appropriation of funding in the amount of \$174,156.00 (\$158,323.75 for the sidewalk plus a contingency of \$15,832.25) from the General Fund for the 2013 portion of this project.

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

yes no

Emergency Provision Needed?
If yes, explain above.

yes no

Prepared by: *Be [Signature]*

Approved for Content by: *Carol Butsch*

Financial Review (where applicable): *May Hertz*

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

Accepted for Council Agenda: *Alisha Wilson*

110X2

City of Fairfield
Bid Tabulation for "2013 Sidewalk/Apron Replacement Program"
Bid Opening: January 2, 2013, City of Fairfield Council Chambers
Estimate - \$175,000 1 yr.

R.A. Miller Const. 4148 Augspurger Rd. Hamilton, OH 45011	America's Decorative 1857 St. Rt. 571 W. Greenville, OH 45331	Hendy Inc. 7968 Wesselman Rd. Cleves, OH 45002
--	--	---

Description	Bid Unit	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs
Concrete Sidewalks - 4" (approx. 16,705 S.F.)	Sq. Ft.	7.50	7.85	7.90	6.29	6.90	7.60	6.04	6.90	7.70
Concrete Driveway Aprons/Approaches - 7" (approx. 8,271 S.F.)	Sq. Ft.	9.25	9.70	9.75	6.96	7.65	8.42	7.06	7.90	8.70
Curb Ramps (1 each) (truncated domes)	Each	250.00	275.00	300.00	750.00	825.00	907.50	400.00	500.00	800.00
Concrete Curb & Gutter (approx. 200 ft.)	Foot	41.50	41.50	45.00	29.45	32.40	35.65	30.00	35.00	40.00
Total Base Bid		\$210,344.25			\$169,280.61			\$165,691.46		

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

City of Fairfield
Bid Tabulation for "2013 Sidewalk/Apron Replace
Bid Opening: January 2, 2013, City of Fairfield Co
Estimate - \$175,000 1 yr.

Adleta Construction P.O. Box 15872 Cincinnati, OH 45215	Innovative Concrete P.O. Box 15158 Cincinnati, OH 45215	Brad Evans Excavating 41367 St. Rt 124 Lynchburg, OH 45142
--	--	---

Description	Bid Unit	1 Yr			2 Yrs			3 Yrs		
		1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs
Concrete Sidewalks - 4" (approx. 16,705 S.F.)	Surface Sq. Ft.	6.70	7.05	7.40	6.00	6.10	6.25	5.61	6.61	7.61
Concrete Driveway Aprons /Approaches - 7" (approx. 8,271 S.F.)	Surface Sq. Ft.	7.60	8.00	8.40	6.25	6.35	6.50	6.14	7.14	8.14
Curb Ramps (1 each (truncated domes))	Each	300.00	\$315.00	\$330.00	200.00	\$250.00	\$400.00	450.00	\$550.00	\$650.00
Concrete Curb & Gutter (approx. 200 ft.)	Foot	34.00	\$35.80	\$37.70	31.00	\$32.00	\$35.00	23.00	\$26.00	\$28.00
Total Base Bid		\$181,883.10			\$158,323.75			\$149,548.99		

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

City of Fairfield
Bid Tabulation for "2013 Sidewalk/Apron Replace
Bid Opening: January 2, 2013, City of Fairfield Co
Estimate - \$175,000 1 yr.

Prus Construction 5325 Wooster Road Cincinnati, OH 45226	Advanced Contractors & 8954 Heather Ann Drive West Chester, OH 45069	John P. Tumlin & Sons 10848 Sand Run Road Harrison, OH 45030
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Description	Bid Unit	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs
Concrete Sidewalks - 4" (approx. 16,705 S.F.)	Surface Sq. Ft.	\$ 6.75	\$ 6.95	\$ 7.25	\$ 6.85	\$ 7.85	\$ 8.85	\$ 7.00	\$ 7.20	\$ 7.40
Concrete Driveway Aprons /Approaches - 7" (approx. 8,271 S.F.)	Surface Sq. Ft.	\$ 7.25	\$ 7.50	\$ 7.75	\$ 7.00	\$ 8.00	\$ 9.00	\$ 8.50	\$ 8.70	\$ 8.90
Curb Ramps (1 each) (truncated domes)	Each	\$ 500.00	\$ 550.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 400.00	\$ 415.00	\$ 430.00
Concrete Curb & Gutter (approx. 200 ft.)	Foot	\$ 37.00	\$ 39.00	\$ 41.00	\$ 41.00	\$ 44.00	\$ 49.00	\$ 31.00	\$ 31.80	\$ 32.50
Total Base Bid		\$180,623.50			\$184,176.25			\$193,838.50		

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH OPTIONS FOR YEARS TWO (2) AND THREE (3) WITH INNOVATIVE CONCRETE AND UTILITY CONSTRUCTION, INC. FOR THE 2013 SIDEWALK/APRON REPLACEMENT.

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

Section 1. The City Manager is hereby authorized to enter into a one (1) year contract with options for years two (2) and three (3) with Innovative Concrete and Utility Construction, Inc. for the 2013 Sidewalk/Apron replacement in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

February 11, 2013

ITEM

A request for City Council to authorize the City Manager to enter into contract with Woolpert and to pass an appropriation in the amount of \$68,750.00 from the Capitol Improvement, General and Water Surplus funds.

FINANCIAL IMPACT

This project is funded from the Capitol Improvement, General and Water Surplus funds as submitted in the 2012 – 2016 CIP Budget from projects: PWA-13-204; DEV-13-001 and WAT-12-009.

BACKGROUND

The city uses GIS information for a wide range of applications and services. To augment this information aerial imaging greatly enhances the accuracy and usefulness of the data. This request is for aerial imagery acquisition and digital orthoimagry to be attained by high resolution cameras flown above the city. The products/services for this appropriation will be purchased under the Ohio State pricing Contract CSP # 0A1078.

This information is used primarily by the Public Works, Development Services and Public Utilities departments and therefore is funded accordingly.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$68,750.00 from the Capitol Improvement, General and Water Surplus funds and suspend the rules requiring the second and third reading.

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

Prepared by: Joseph Waldmann *JW*

Financial Review (where applicable) by: Mary Hopton *Mary Hopton*

Legal Review (where applicable) by: Jeff Almon *Jeff Almon*

Accepted by Council Agenda: Diana Wilson *Diana Wilson*

Professional Service Agreement between Woolpert, Inc. and the City of Fairfield, Ohio

Section 1. General

THIS AGREEMENT, made and entered into this ___ day of _____, 20 ___, by and between Woolpert, Inc., whose address is 4454 Idea Center Boulevard, Dayton, Ohio 45430 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: The City of Fairfield, Ohio
- Address: 701 Wessel Drive, Fairfield, Ohio 45014
- Contact Person:
- City Project Manager: Derek Hunter, GIS Administrator
- Phone Number:
- E-mail Address:
- Title: City of Fairfield 2013 Digital Orthoimagery Project

The "Contact Person" designated above shall have the complete authority to act on behalf of the Client, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

The "City Project Manager" designated above shall be the day-to-day contact concerning this service agreement and will not have authority to act on behalf of the City.

This agreement for services is to be performed in conjunction with the Ohio State Imagery Program: CSP#0A1078. The scope of services, compensation, schedules, and deliverables are subject to the above mentioned project. All data produced and delivered to the city under this agreement will be provided to the State of Ohio Department of Information Technology at no additional cost.

Section 2. General Description of Project and Project Area

The Client's project is described as follows:

- New citywide 1"=100' scale color 4-band, 8-bit digital orthoimagery with a 0.5-foot pixel resolution (55 square miles)
- New 2-foot contours covering 25 square miles (contained within the 55 square mile ortho project area)

Section 3. General Description of Professional Services

The Professional Services to be provided by Woolpert are identified below and are more fully described in the "Scope of Services" (Attachment A to this Agreement), which is incorporated by this reference:

Assumptions:

- Total project area: **55 square miles**
- Total area (contained within the 55 square miles above) where 3D breaklines will be compiled and 2-foot contours will be produced: **25 square miles**

Project Tasks:

- **Aerial Imagery Acquisition**—Woolpert will obtain new color imagery to produce the 1"=100' scale digital orthoimagery.
- **Airborne GPS**—Woolpert will perform airborne GPS to supplement the ground control.
- **Ground Control**—Woolpert will utilize existing ground control points to support the 1"=100' scale orthoimagery base mapping.
- **DEM**—Woolpert will use a new citywide LiDAR captured mass point data, to produce the DEM to be used for the 1"=100' scale orthoimagery rectification.
- **Digital Orthoimagery**—Woolpert will produce citywide seamless 1"=100' scale color digital orthoimagery (with a 0.5-foot pixel resolution). The imagery will be interactively mosaicked to produce orthoimagery with consist tone, density, and color balance.
- **2-Foot Contours**—Woolpert will produce citywide 2-foot contours.

Any services beyond those identified in this Agreement shall be considered Additional Services and shall be authorized in writing by an Addendum to this Agreement executed by both parties. Email transmissions may be utilized to meet the requirement of a writing executed by both parties provided the other party receives the transmission and agrees that the terms and conditions are acceptable. Email transmissions shall only be effective for changes in the scope, compensation, or schedule. Any modifications or additions to the terms and conditions of this Agreement must be effected through a properly executed Addendum and any such changes beyond scope, compensation, or schedule included in an email transmission shall be considered void and of no effect.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be a Lump-Sum fee of **\$68,750.00** and in accordance with Attachment B of this Agreement, which is incorporated by this reference.

Section 5. Date of Commencement and Duration

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Woolpert shall perform its services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until December 31, 2017, unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of the project. If services are disrupted or delayed for reasons beyond Woolpert's control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be renegotiated accordingly.

6.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt.

The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its services or terminate its agreement on any other project with the Client or an entity affiliated, related or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue.

6.3 Expert Witness Services: It is understood and agreed that Woolpert's services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the Client and Woolpert describing the services desired and providing a basis for compensation to Woolpert.

6.4 Opinion of Probable Construction Cost/Cost Estimates: The Client hereby acknowledges that Woolpert cannot warrant that opinions or estimates of probable construction or operating costs provided by Woolpert will not vary from actual costs incurred by the Client.

6.5 Limit of Liability: The limit of liability of Woolpert to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement.

6.6 Construction Phase: Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor's or subcontractors' failure to carry out the work in accordance with the Contract Documents or for their failure to comply with applicable laws, ordinances, rules, or regulations. Woolpert will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. Woolpert may, under a separate subcontract with the contractor, provide survey services. Woolpert shall not be bound by any term or obligation contained in any "General Condition" or other construction bidding documents unless expressly consented to by Woolpert in writing.

6.7 Insurance: Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

6.8 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert, however, does reserve the right to subcontract any portion of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client. Client recognizes that the Woolpert relies upon data, performance criteria/specifications and the recommendations of third party vendors' with respect to products, equipment and/or systems that are specified in a design, utilized in a process or otherwise approved by Woolpert in the course of a project. Client agrees that Woolpert will not be financially responsible for the failure of such products, equipment and/or systems.

6.9 Suspension, Termination, Cancellation, or Abandonment: In the event the Project identified in this Agreement is suspended, canceled, or abandoned by the Client thereby suspending, delaying, or terminating the services called for herein, Woolpert shall be given 15 days' prior written notice of such action and shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. If the Client delays or suspends Woolpert's services for more than 90 days, then Woolpert may terminate this Agreement upon giving seven days' written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Pursuant to Section 5 of this Agreement, Woolpert shall not be obligated to commence services until this Agreement is fully executed. If the Client fails to execute this Agreement within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the services.

6.10 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees. The Client agrees that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.11 Standard of Care: Woolpert agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. **Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.**

6.12 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.13 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.14 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information, including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly and provide direction as necessary. If the Client at any time becomes aware of any defect in the work or services provided, Client shall give notice of such defect. The Client shall, within 14 days of notice of any defect in work or service, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the project site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

6.15 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.16 Ownership/Reuse of Documents: All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by Woolpert pursuant to this Agreement are instruments of service, and Woolpert shall retain all ownership and property interests therein whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the project by the Client; however, such documents are not intended or represented to be suitable for reuse by the Client. Any reuse will be at the Client's sole risk unless Woolpert, for compensation to be agreed upon, reviews and adapts such documents. The Client shall indemnify and hold Woolpert, its officers, partners, employees, agents, and lower-tier consultants harmless from all claims, damages, losses, and expenses including reasonable attorneys' fees and costs of defense arising out of or resulting from this Paragraph 6.16 or Paragraph 6.17.

6.17 Electronic/CADD Documents: Woolpert shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any electronic or CADD file that is delivered shall be considered a "convenience" to the Client and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.

If electronic or CADD files are provided or delivered, such files shall be developed based on Woolpert's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Woolpert. Woolpert shall not be liable in the event that erroneous information is supplied by the Client or a third party, and Woolpert subsequently relies upon and incorporates that information into an electronic file, plans, specifications, or other documents.

6.18 Addendums/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and Woolpert shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed Addendum as set forth in Section 3.

6.19 Environmental Hazards: Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site. In the event Woolpert's services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve Woolpert of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

6.20 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by the Client shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services
- Attachment B: Compensation
- Attachment C: Schedule
- Attachment D: Deliverables

6.21 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

CITY OF FAIRFIELD, OHIO

WOOLPERT, INC.

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Signed: _____
Typed: _____
Title: _____
Date: _____

Signed: _____
Typed
Name: _____
Title: _____
Date: _____

Signed: _____
Typed
Name: _____
Title: _____
Date: _____

Attachment A: Scope of Services

Assumptions:

- 1) Total project area: **55 square miles**
- 2) Total area (contained within the 55 square miles above) where 3D breaklines will be compiled and 2-foot contours will be produced: **25 square miles**

Aerial Imagery Acquisition. Woolpert will acquire new color digital imagery covering the entire 55 square mile project area including a 500' buffer zone outside the city. The aerial imagery will be acquired at flying height capable of producing 1"=100' scale orthoimagery with a 0.5-foot pixel resolution.

ABGPS/Ground Control. Woolpert will utilize existing horizontal/vertical ground control survey (performed in 2010 for City of Fairfield) and new airborne GPS to support the digital orthoimagery production. Woolpert will use ABGPS base stations during aerial imagery acquisition. If any new control points are needed, they will be GPS observed and be consistent with second order horizontal and third order vertical. This control will be sufficient to meet the required accuracy necessary to support the ortho mapping.

Horizontal and Vertical Control Survey. The horizontal datum used for this project will be the North American Datum 1983 (NAD83 (1995)), Ohio State Plane Coordinate System, South Zone, and expressed in U.S. Survey Feet. The vertical datum used for this survey will be North American Vertical Datum 1988 (NAVD88), and express in U.S. Survey Feet.

Aerial Triangulation. Woolpert will use digital softcopy techniques for the aerial triangulation to extend and densify the ground control.

DEM. Woolpert will use the existing State of Ohio supplied LIDAR data (acquired in 2006) to ortho rectify the new aerial imagery.

Digital Orthoimagery. Woolpert will produce new citywide (55 square miles) color 4-band, 8-bit digital orthoimagery at 1"=100' scale and with a 0.5-foot pixel resolution. The orthophoto tiling format will follow a modular layout, with each 1"=100' scale image covering 2,500' x 2,500' (with a 0.5-foot pixel resolution) defined by even NAD83 Ohio State Plane Coordinate grid lines. Ortho tiles will be clipped to eliminate overlap between adjacent tiles. The file size for each tile will be approximately 100 MB. Woolpert will use an interactive mosaicking process for tone balancing and image mosaicking. Full image tiles will be used within the project interior. Tiles along the project boundary that are within or touch the buffer zone will also be full image tiles. The buffer zone will extend 100-feet outside the city-line. The digital orthoimagery will be in geotiff format with a .TIFF world file for geo-referencing.

After the geotiff imagery has been reviewed and accepted by the City, Woolpert will process the citywide MrSID images. The citywide MrSID Images will be processed as GEN3 SIDs and be provided in 30x and 100x compressions.

2-Foot Contours. Using the new LiDAR and stereo imagery, Woolpert will supplement the

Woolpert Use Only

Reviewed As To Form: _____

LiDAR with 3D compiled breaklines to produce a DTM (Digital Terrain Model). The DTM will then be used to generate citywide 2-foot contours, which will be edited and translated into the following delivery formats: ESRI Shapefile/Geo-database and AutoCAD 2005. The finished contours will be indexed (AutoCAD Format) with spot elevations placed. The ESRI Shapefile/Geo-database will be delivered as a single area coverage, whereas, the AutoCAD 2005 Files will be delivered in individual tiled format (based upon the agreed upon tiling system (size and naming convention) for the digital ortho-imagery tiles). The 2-foot contours will cover a 25 square mile area contained within the larger ortho area of 55 square miles. The contours will meet a vertical accuracy of +/- 1.0-foot (meeting NMAS).

Attachment B: Compensation

Lump Sum Summary

a) Total Lump Sum Fee \$68,750.00

Woolpert will invoice the City each month according to percentage complete. Each invoice is to be paid within 30-days.

Attachment C: Schedule

All data will be shipped on or before October 31, 2013.

Attachment D: Deliverables

Woolpert will produce all deliver the following products to the City.

- Geotiff 4-band, 8-bit color imagery with corresponding world files (for each ortho tile)
- Two citywide MrSID Images (30x & 100x compression)
- All base ortho data (geotiff format) will be delivered on external hard drive
- The citywide MrSID Image will be delivered on either hard drive or USB thumb drive
- 2-foot contours delivered on external hard drive or USB Thumb Drive

DELIVERABLE ACCEPTANCE

The client has thirty (30) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Woolpert Use Only Reviewed As To Form: _____

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH WOOLPERT, INC. FOR AERIAL
IMAGERY ACQUISITION AND DIGITAL ORTHOIMAGERY.

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 Woolpert, Inc. for aerial imagery acquisition and digital orthoimagery 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

ADDENDUM

This is an Addendum to the Agreement between the City of Fairfield, Ohio and International Association of Firefighters, Local 4010 effective April 1, 2011 ("Agreement").

In consideration of the mutual promises contained herein, the parties agree that the Agreement is amended as follows:

ARTICLE VI
WAGES AND PERFORMANCE EVALUATIONS

SECTION 1.- WAGE RATES AND WAGE RANGES

- A. The wage rates which shall be effective during the contract period of April 1, 2011 to March 31, 2013 are set forth in attached Appendix A. ~~[Contract provisions relative to wages and Health and Dental Benefits Plan provisions and cost sharing (see Article XVII, Section 1, Subsection C) shall be subject to renegotiation for the period of April 1, 2013 to March 31, 2014.]~~ APPENDIX B IS REPEALED. WAGE RATES EFFECTIVE APRIL 1, 2013 ARE AS SET FORTH IN THE ATTACHED AMENDED APPENDIX A.
- B. A new firefighter-paramedic may be hired at a pay service step commensurate with his/her skills, knowledge, abilities, and years of equivalent service. The service step rate shall be offered to the candidate with the offer of employment.
- ~~C. For the contract period of April 1, 2011 through March 31, 2013, in the event the City negotiates different wages (including bonuses or other compensation in the nature of wages) than zero percent increase, excluding promotions and existing step increases, or different Health and Dental Benefits Plan provisions or cost sharing with any other collective bargaining unit of the City or provides such different terms to any existing non-bargaining unit employees, IAFF Local 4010 shall have the option to elect such different and identical terms for the contract period of April 1, 2011 through March 31, 2013 or balance thereof. For purposes of this paragraph, negotiation of different terms does not include binding conciliation awards and wages or other compensation increases mandated by law such as minimum wage increases, and IAFF Local 4010 would not have the option to elect such different terms for its contract or balance thereof. The language of this paragraph C will be included in the contract but will not apply to any period after March 31, 2013.]~~

NOTE: NO CHANGES TO THE BALANCE OF THIS ARTICLE.

ARTICLE XVII
MISCELLANEOUS

SECTION 1.-PENSION PLAN, HOSPITALIZATION, MEDICAL CARE, AND GROUP LIFE INSURANCE

NOTE: NO CHANGES TO PARAGRPHS A AND B OF THIS ARTICLE.

- C. Except as provided hereinafter, after a member of the bargaining unit has been employed by the City for a period of ninety (90) days, the City will pay into the Employees Benefit Trust Fund of the City of Fairfield, Ohio, monthly an amount equal to 85% of the total monthly cost for that employee's family or single coverage (or any other coverage option approved by the Committee), as applicable. The employee's total monthly 15% share of the total monthly cost shall be deducted in two equal installments each month from the payroll checks of the member on a pre-tax basis and paid into the Employees Benefit Trust Fund of the City of Fairfield, Ohio. The total monthly cost shall be as established by the Plan Provider, the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator of the Plan each plan year in accordance with all applicable laws. All funds paid or deposited into the Employees Benefit Trust Fund of the City of Fairfield may be expended only for the costs of providing health and dental benefits. A new employee may participate in the Health and Dental Plan at his/her own expense (100%) during the first ninety (90) days of employment.

If an employee selects coverage under a High Deductible Health Plan (HDHP) which qualifies the employee to make contributions to a Health Savings Account (HSA), the City will deposit into the employee's HSA each year on or about August 1st a lump sum contribution of \$1,800 for an employee with single coverage or a lump sum

contribution of \$3,600 for an employee with coverage including the employee and other family members, provided that the City contribution to an employee's HSA shall not exceed 90% of the annual deductible applicable to the employee's coverage nor be less than 50% of the applicable annual deductible.

~~[Provisions of this subsection C relative to Health and Dental Benefits Plan provisions and cost sharing as well as wages (see Article VI, Section 1) shall be subject to renegotiation for the period of April 1, 2013 to March 31, 2014.]~~

EFFECTIVE AUGUST 1, 2013, THE CITY'S ANNUAL CONTRIBUTION TO THE EMPLOYEES BENEFIT TRUST FUND FOR ANY EMPLOYEE SHALL BE LIMITED TO 85% OF THE TOTAL COST OF THE HIGH DEDUCTIBLE HEALTH PLAN (HDHP), THE HSA FEE, AND THE DENTAL PLAN IN ADDITION TO THE APPLICABLE HEALTH SAVINGS ACCOUNT (HSA) CONTRIBUTION BASED UPON THE LEVEL OF THE PLAN SELECTED BY THE EMPLOYEE. ANY EMPLOYEE WHO REMAINS ON OR ELECTS THE TRADITIONAL (NON-HDHP) HEALTH/DENTAL PLAN AFTER AUGUST 1, 2013 SHALL BE RESPONSIBLE FOR THE ADDITIONAL COST OF SUCH TRADITIONAL PLAN, IF ANY, WHICH SHALL BE PAID BY PAYROLL DEDUCTION IN ADDITION TO THE 15% EMPLOYEE SHARE.

THE FOLLOWING TWO EXCEPTIONS TO THE ABOVE RULE SHALL APPLY:

- 1) NEW EMPLOYEES WHO ARE ELIGIBLE FOR HEALTH/DENTAL BENEFITS SHALL BE PROVIDED THE TRADITIONAL (NON-HDHP) PLAN WITHOUT PAYING THE ADDITIONAL COST ABOVE THE HDHP PLAN AS OUTLINED ABOVE, BUT ONLY UNTIL THE START DATE OF THE NEXT PLAN YEAR FOR WHICH THE EMPLOYEE WAS ELIGIBLE TO ENROLL IN THE HDHP PLAN. THEREAFTER, THE ABOVE-STATED ADDITIONAL COST SHALL APPLY TO THE NEW EMPLOYEE IF HE OR SHE REMAINS ON THE TRADITIONAL (NON-HDHP) PLAN.
- 2) IF AN EMPLOYEE IS LEGALLY REQUIRED TO PROVIDE THE TRADITIONAL (NON-HDHP) HEALTH/DENTAL PLAN FOR A COVERED DEPENDENT, THE EMPLOYEE SHALL NOT BE REQUIRED TO PAY THE ADDITIONAL COST OF THE PLAN ABOVE THE 15% AS OUTLINED ABOVE. "LEGALLY REQUIRED" MEANS ORDERED BY A COURT OR OTHER LEGAL AUTHORITY HAVING JURISDICTION OVER THE EMPLOYEE. THE EMPLOYEE MUST PROVIDE APPROPRIATE PROOF OF SUCH ORDER AND THAT THE EMPLOYEE DID NOT AGREE OR CONSENT TO SUCH AN ORDER.

NOTE: NO CHANGES TO THE BALANCE OF THIS ARTICLE.

AMENDED APPENDIX D

WAGE RATES AND PAY RANGES (effective April 1, 2013)

Firefighter-Paramedic (without Paramedic Certification)	\$17.22 [\$16.72] per hour
Firefighter-Paramedic (without Paramedic Certification but one year full-time experience on department, and Class I Driver Certification)	\$18.63 [\$18.09] per hour
Firefighter-Paramedic (with Paramedic Certification)	\$20.03 [\$19.45] per hour
Firefighter-Paramedic (with Paramedic Certification, one year subsequent experience on department, and Class I Driver Certification)	\$21.45 [\$20.83] per hour
Firefighter-Paramedic (with Paramedic Certification, two years subsequent experience on department, and Class I Driver Certification)	\$22.88 [\$22.24] per hour
Firefighter-Paramedic (with Paramedic Certification, three years subsequent experience on department, and Class I Driver Certification)	\$25.55 [\$24.84] per hour
Firefighter-Paramedic (with Paramedic Certification, five years subsequent experience on department, and Class I Driver Certification)	\$25.81 [\$25.06] per hour
Firefighter-Paramedic (with Paramedic Certification, ten years subsequent experience on department, and Class I Driver Certification)	\$26.08 [\$25.32] per hour
Firefighter-Paramedic (with Paramedic Certification, fifteen years subsequent experience on department, and Class I Driver Certification)	\$26.33 [\$25.56] per hour
Fire Lieutenant (with Paramedic Certification)	\$26.71 [\$25.93] per hour
Fire Lieutenant (with Paramedic Certification and one year in classification)	\$27.53 [\$26.73] per hour
Fire Lieutenant (with Paramedic Certification and five years full-time service on department)	\$27.81 [\$27.00] per hour
Fire Lieutenant (with Paramedic Certification and ten years full-time service on department)	\$28.09 [\$27.27] per hour
Fire Lieutenant (with Paramedic Certification and fifteen years full-time service on department)	\$28.37 [\$27.54] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI)	\$29.74 [\$28.87] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and five years full-time service on department)	\$30.03 [\$29.16] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and ten years full-time service on department)	\$30.33 [\$29.45] per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and fifteen years full-time service on department)	\$30.63 [\$29.74] per hour
FIRE CAPTAIN (WITH PARAMEDIC CERTIFICATION EXCEPT THOSE EXEMPT IN ARTICLE XI AND TWENTY YEARS FULL-TIME SERVICE ON DEPARTMENT)	\$30.94 PER HOUR

Except as specifically modified in this Addendum, the Agreement effective April 1, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this _____ day of _____, 2013.

FOR THE FAIRFIELD PROFESSIONAL
FIRE FIGHTERS, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, LOCAL 4010

FOR THE CITY OF FAIRFIELD, OHIO

Thomas M. Wagner, President

Arthur E. Pizzano, City Manager

Noah A. Gibbs IV

Mark T. Wendling, Assistant City Manager

Richard D. Hall

Mary I. Hopton, Finance Director

Chad A. Cooper

Carol A. Mayhall, Human Resources Manager

Jamie L. Viers

Donald G. Bennett, Fire Chief

APPROVED AS TO FORM:

John H. Clemmons, Fairfield Law Director

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ADDENDUM TO THE CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 4010 FOR WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR THE FIRE DEPARTMENT BARGAINING UNIT.

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

Section 1. The City Manager is hereby authorized to enter into an addendum to the contract with the International Association of Firefighters (IAFF), Local 4010 for wages, hours and terms and conditions of employment for the fire department bargaining unit in accordance with the addendum 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	_____	Emergency _____
Third Reading	_____	

ATTEST:

Clerk of Council

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

Clerk of Council

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

ITEM:

February 11, 2013

Request for appropriation for **contractual** agenda items.**FINANCIAL IMPACT:**

\$442,906.00 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 February 11, 2013:

\$200,000.00	2013 Concrete Repair and Replacement Program
\$174,156.00	2013 Sidewalk/Apron Replacement Program
\$ 68,750.00	Aerial imagery acquisition and digital orthoimagry

BACKGROUND:

Please refer to specific Council Communications dated February 11, 2013 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?

yes

 If yes, explain
no above

Emergency Provision Needed?

yes

 If yes, explain
no above
Prepared by: Alison WilsonApproved for Content by: Alison WilsonFinancial Review (where applicable) by: Mary HahnLegal Review (where applicable) by: Robert D. ClemmonsAccepted by Council Agenda: Alison Wilson

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 113-12 ENTITLED "AN ORDINANCE TO MAKE ESTIMATED APPROPRIATIONS FOR THE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRFIELD, OHIO, DURING A PERIOD BEGINNING JANUARY 1, 2013, AND ENDING DECEMBER 31, 2013."

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

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

From:	Unappropriated General Fund	\$201,031
To:	10012523-233900 Other Professional Services <i>(Annual Sidewalk/Apron Replacement Program 2013)</i>	\$174,156
To:	10016025-252000 Improvements Other Than Buildings <i>(Aerial Imagery Acquisition and Digital Orthoimagery)</i>	\$26,875
From:	Unappropriated Street Improvement Fund	\$226,875
To:	40116025-252000 Improvements Other Than Buildings <i>(2013 Annual Concrete Program (\$200,000) & Aerial Imagery Acquisition and Digital Orthoimagery (\$26,875))</i>	\$226,875
From:	Unappropriated Water Surplus Fund	\$15,000
To:	60516025-252000 Improvements Other Than Building <i>(Aerial Imagery Acquisition and Digital Orthoimagery)</i>	\$15,000

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\2013\Contractual Appropriation 2-11 - Ord