

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

Monday, June 13, 2016

7:00 PM

MAYOR.....STEVE MILLER
COUNCILMEMBER 1ST WARD.....BOB MYRON
COUNCILMEMBER 2ND WARD.....CRAIG W. KELLER
COUNCILMEMBER 3RD WARD.....DEBBIE PENNINGTON
COUNCILMEMBER 4TH WARD.....TIM ABBOTT

COUNCILMEMBER AT-LARGE...CHAD OBERSON
COUNCILMEMBER AT-LARGE...MIKE SNYDER
COUNCILMEMBER AT-LARGE...BILL WOESTE
CITY MANAGER.....MARK WENDLING
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. **Special Presentations and Citizen Comments**

- a) Chamber of Commerce Update

7. **Public Hearing(s)**

8. **Mayor/Council Reports**

9. **Approval of Minutes**

- a) Regular Meeting Minutes of May 23, 2016

10. **OLD BUSINESS**

11. **NEW BUSINESS**

(A) **PUBLIC SAFETY COMMITTEE**

Craig Keller, Chairman; Tim Abbott, Vice Chairman; Chad Oberson, Member

- (1) Simple Motion: Motion to not request a hearing regarding a liquor permit application in the name of Mihir & Helly, Inc. dba Dixie Food Mart, 4825 Dixie Highway, Fairfield, OH 45014. (Permit Classes: C1, C2 & D6)

(B) **PUBLIC UTILITIES COMMITTEE**

Mike Snyder, Chairman; Chad Oberson, Vice Chairman; Bob Myron, Member

- (1) Ordinance to authorize the City Manager to enter into a contract with GRW Engineers, Inc. for engineering support services for water main replacement on Route 4.

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

(C) **PUBLIC WORKS COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a contract with Northwest Consultants, Inc. for design for North Gilmore Road improvements and declaring an emergency.

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

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

Debbie Pennington, Chairman; Craig Keller, Vice Chairman; Tim Abbott, Member

- (1) Ordinance to authorize the City Manager to execute a lease agreement with Lake Erie Golf Cars, E-Z-GO Division of Textron, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses through PNC Equipment Finance, LLC and declaring an emergency.

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

(E) **FINANCE & BUDGET COMMITTEE**

Tim Abbott, Chairman; Debbie Pennington, Vice Chairman; Craig Keller, Member

- (1) Ordinance to authorize an amended employment agreement for the City Manager.

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

- (2) Ordinance to amend Ordinance No. 107-15 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, 2016, and ending December 31, 2016.”

*Contractual Appropriations – \$118,250.00 for engineering support services for water main replacement on Route 4; \$131,188.00 for design for North Gilmore Road improvements.

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

- (3) Ordinance to amend Ordinance No. 107-15 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, 2016, and ending December 31, 2016.”

*Non-Contractual Appropriations – \$62,739 for purchase and outfitting of a Ford F-350 DRW 4x4 for Street Division (multiple vendors); \$7,000 for upgrade and addition to the TimeClock system; \$19,134 for the pavement marking application for Village Green Crosswalks; \$35,050 for the improvements to Miami Chapel Cemetery; \$13,000 for water supply upgrades to the Fairfield Greens Golf maintenance facility; \$45,508 for purchase and outfitting of a Ford SUV for Fire Department (multiple vendors)

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

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

12. Meeting Schedule

Summer Schedule

Monday, July 11

Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Monday, August 8

Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Monday, September 12

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, June 13, 2016
6:00 P.M.**

1. Fire Levy Discussion

MINUTES
REGULAR MEETING OF COUNCIL
MAY 23, 2016

Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Abbott led in prayer and the Pledge of Allegiance.

Roll Call

Clerk Wilson called the roll of Council. Present members were Councilmember Craig Keller, Councilmember Debbie Pennington, Councilmember Tim Abbott, Councilmember Chad Oberson, and Councilmember Bill Woeste.

Councilmember Pennington, seconded by Councilmember Abbott, moved to excuse Councilmember Snyder. Motion carried 5-0.

Agenda Modifications

No agenda modifications.

Executive Session Requests

Councilmember Abbott, seconded by Councilmember Keller, moved for Executive Session to discuss employment and compensation of public employee. Motion carried 5-0.

Special Presentations and Citizen Comments

Click It or Ticket Proclamation

Councilmember Woeste presented the Click It or Ticket proclamation to Katie Pendergraft, from the Safety Council of Southwestern Ohio. Ms. Pendergraft thanked Mayor and Council and gave a brief statistic that the use of seat-belts would prevent approximately 45% of vehicle accident fatalities.

Chamber of Commerce Update

Kert Radel, President of the Fairfield Chamber of Commerce, announced several upcoming ribbon cutting events at Whitestone Psychiatric & Addiction Services, Burger King and Edward Jones. He also stated that the Reality Check program was a success and they processed over 700 students throughout the day.

Public Hearing(s)

No public hearings.

Mayor/Council Reports

Councilmember Keller announced that Officer Ed Bausch would be honored at Rotary.

Councilmember Pennington announced the Memorial Day parade that begins at 10 AM and concludes at Veterans Memorial Park. She also announced that the Aquatic Center will open on Saturday, May 28.

Councilmember Abbott reported that April Income Tax collections are up over last year and so far this

year, we are tracking very well.

Councilmember Oberson mentioned that the sidewalk/apron and curb replacement programs are still underway.

Approval of Minutes

Regular Meeting Minutes of May 9, 2016

- The Regular Meeting Minutes of May 9, 2016 were approved as written and submitted.

OLD BUSINESS

DEVELOPMENT SERVICES COMMITTEE

Bill Woeste, Chairman; Vice Chairman; Mike Snyder, Member

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the Final Development Plan for the Starbucks as a part of the Stockton Station Planned Unit Development.

Councilmember Bill Woeste, seconded by Councilmember Chad Oberson moved to amend the ordinance per Planning Commission recommendations. Motion Carried 5-0.

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

Councilmember Bill Woeste, seconded by Councilmember Tim Abbott moved to adopt . Motion Carried 5-0. ORDINANCE NO. 47-16. APPROVED 5-0.

NEW BUSINESS

COMMUNITY & PUBLIC RELATIONS COMMITTEE

Chairman; Bill Woeste, Vice Chairman; Debbie Pennington, Member

Simple Motion: Motion to appoint Donna S. Faulk to Environmental Commission, term expiring March 31, 2017.

Councilmember Woeste, seconded by Councilmember Abbott, moved to appoint Donna S. Faulk to the Environmental Commission. Motion carried 5-0. SIMPLE MOTION NO. 9-16. APPROVED 5-0.

PUBLIC SAFETY COMMITTEE

Craig Keller, Chairman; Tim Abbott, Vice Chairman; Chad Oberson, Member

Simple Motion: Motion to request a hearing regarding a liquor permit application in the name of Moicano Club, 1116 Hicks Blvd, Fairfield, OH 45014. (Permit Classes: D3)

Councilmember Keller, seconded by Councilmember Pennington, moved to request a hearing for a liquor permit in the name of Moicano Club. Motion carried 5-0. SIMPLE MOTION NO. 10-16. APPROVED 5-0.

PUBLIC UTILITIES COMMITTEE

Mike Snyder, Chairman; Chad Oberson, Vice Chairman; Member

Ordinance to authorize the City Manager to enter into a contract with GM Pipeline for the John Gray Road water main relocation project.

Councilmember Chad Oberson, seconded by Councilmember Tim Abbott moved to read the following ordinance by title only. Motion Carried 5-0.

Background: City Manager Wendling recommended a contract with GM Pipeline for the John Gray Road water main relocation project. Legislative Action: Councilmember Oberson presented the first reading of this ordinance.

Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Chad Oberson, seconded by Councilmember Craig Keller moved to adopt. Motion Carried 5-0. ORDINANCE NO. 48-16. APPROVED 5-0.

PUBLIC WORKS COMMITTEE

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

Ordinance to authorize the City Manager to enter into a contract with Statewide Ford Mercury Inc. for the purchase of five (5) police vehicles and declaring an emergency.

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to read the following ordinance by title only. Motion Carried 5-0.

Background: City Manager Wendling recommended an ordinance to purchase five (5) police vehicles. Legislative Action: Councilmember Oberson presented the first reading of this ordinance. Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Chad Oberson, seconded by Councilmember Bill Woeste moved to adopt. Motion Carried 5-0. ORDINANCE NO. 49-16. APPROVED 5-0.

FINANCE & BUDGET COMMITTEE

Tim Abbott, Chairman; Debbie Pennington, Vice Chairman; Craig Keller, Member

Councilmember Tim Abbott, seconded by Councilmember Craig Keller moved to read the following five (5) ordinances by title only. Motion Carried 5-0.

Ordinance to establish salaries and hourly rates for certain salaried and hourly employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain employees, to repeal Ordinance No. 27-16 and all amendments thereto and declaring an emergency.

Background: City Manager Wendling recommended an ordinance to amend the wage and salary ranges of part-time positions, to allow pay according to experience. Legislative Action: Councilmember Abbott

presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to adopt. Motion Carried 5-0. ORDINANCE NO. 50-16. APPROVED 5-0.

Ordinance to amend Section 163.20(a) of Ordinance no. 166-84, the Codified Ordinances of Fairfield, Ohio relative to Supervisory/Professional Employee Provisions and declaring an emergency.

Background: City Manager Wendling recommended an ordinance to amend supervisory/professional employee provisions. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Tim Abbott, seconded by Councilmember Craig Keller moved to adopt. Motion Carried 5-0. ORDINANCE NO. 51-16. APPROVED 5-0.

Ordinance establishing salaries for certain exempt and salaried employees of the City of Fairfield, Ohio, to repeal Ordinance No. 29-16 and all amendments thereto and declaring an emergency.

Background: City Manager Wendling recommended a wage and salary ordinance to amend the base wage ranges for Band 1 and Band 2 positions to allow more flexibility related to experience and job duties. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Tim Abbott, seconded by Councilmember Chad Oberson moved to adopt. Motion Carried 5-0. ORDINANCE NO. 52-16. APPROVED 5-0.

Ordinance to amend Ordinance No. 107-15 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, 2016, and ending December 31, 2016."

Background: City Manager Wendling recommended the following Contractual Appropriations – \$154,000 for John Gray Road water main relocation project; \$130,395 for the purchase of five (5) police vehicles. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Tim Abbott, seconded by Councilmember Craig Keller moved to adopt. Motion Carried 5-0. ORDINANCE NO. 53-16. APPROVED 5-0.

Ordinance to amend Ordinance No. 107-15 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, 2016, and ending December 31, 2016.”

Background: City Manager Wendling recommended the following Non-Contractual Appropriations – \$59,605 for the outfitting of five (5) police vehicles (multiple vendors); \$17,897 for Fire Department Facilities Repairs; \$19,278 for Public Works Facility Repairs and Upgrades; \$34,198 for Lane Library Repairs and Upgrades; \$37,810 for Justice Center Facility Repairs and Upgrades; \$24,805 Parks Department Buildings Repairs and Upgrades; \$42,804 for purchase of in-car cameras and radar units for police patrol vehicles; \$9,000 for purchase of two (2) Landice Treadmills; \$15,550 for upgrades at Community Arts Center; \$14,300 for construction of a 750’ bike/hike trail through Good Neighbors Park; \$20,000 for GIS upgrades; \$474 to Butler County Adult Probation Department; \$6,199 installation of electrical service to serve Recarbonation Tank Effluent Sluice Gate Actuators at Water Treatment Plant; \$8,938 for replacement of 11 outside wall lights and 4 Clarifier lighting fixtures at Water Treatment Plant; \$46,730 for replacement of two Recarbonation Tank Effluent Sluice Gates and Guide Rails at Water Treatment Plant; \$7,500 for purchase of new Chain Hoist/Monorail system for Wastewater Division; \$19,000 for professional services to prepare and paint inside support structure of Wastewater Division’s Sludge Thickening Building; \$7,500 for purchase of new Dezurik plug valves for Anaerobic Digester No. 1; \$11,000 for replacement and upgrade of computer workstations. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Tim Abbott, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Tim Abbott, seconded by Councilmember Bill Woeste moved to adopt. Motion Carried 5-0. ORDINANCE NO. 54-16. APPROVED 5-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule:

Summer Schedule

- Monday, June 13 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, July 11 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, August 8 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 7:25 PM.

Adjournment

The Regular Meeting adjourned at 8:40 PM.

ATTEST:

Clerk of Council

Mayor’s Approval

Date Approved _____

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

June 13, 2016

Liquor permit application in the name of Mihir & Helly, Inc. dba Dixie Food Mart, 4825 Dixie Highway, Fairfield, OH 45014. (Permit Classes: C1, C2 & 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 C1, C2 & 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 Mihir & Helly, Inc. dba Dixie Food Mart, 4825 Dixie Highway, Fairfield, OH 45014. (Permit Classes: C1, C2 & D6).

LEGISLATIVE ACTION REQUIRED: Simple Motion of Council

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

DEPARTMENTAL CORRESPONDENCE

11(A)(U)A

City
of
Fairfield



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

FROM Alisha Wilson, Clerk of Council *AW*

SUBJECT **Request for Background Check – Liquor Permit**

DATE **05/23/2016**

Attached is a liquor permit application in the name of Mihir & Helly, Inc. dba Dixie Food Mart, 4825 Dixie Highway, Fairfield, OH 45014 (Permit Classes: C1, C2 & D6).

Please complete the necessary background check and submit your findings to me **no later than 3:00 PM on Monday, June 6, 2016.**

This item will be added to Council's Regular Meeting agenda of Monday, June 13, 2016.

Thank you for your assistance.

c: Mark Wendling, City Manager
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

5938819 PERMIT NUMBER		STCK TYPE	MIHIR & HELLY INC DBA DIXIE FOOD MART 4825 DIXIE HWY FAIRFIELD OHIO 45014	
ISSUE DATE				
05 06 2016				
FILING DATE				
C1 C2 D6 PERMIT CLASSES				
09 TAX DISTRICT		011 A		F16153 RECEIPT NO.

FROM 05/17/2016

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



MAILED 05/17/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/17/2016

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 STCK 5938819**

(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 Questions call
 (614) 644-3162
 Office Hours -
 8:00 a.m. - 5:00 p.m.

Ohio Department of Commerce - Division of Liquor Control
 6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
 http://www.com.ohio.gov/liqr

1AK
 #9222
 \$100



APPLICATION FOR CHANGE OF CORPORATE STOCK OWNERSHIP
PROCESSING FEE \$100.00 CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING TRANSFER(S) OF STOCK

Permit Holder Name MIHIR & HELLY INC	Liquor Permit Number(s) 5938819
Permit Premises Address F-010153	
Email Address: AIXIEMART@yahoo.com	
Attorney's Name, Address and Telephone Number (If represented)	
Is Stock Traded on a National Exchange? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, give Name of Exchange and Symbol

OHIO DIV. LIQUOR CONTROL
 LICENSING
 2016 APR 25 AM 12:41

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 an enforcement action, or collect taxes.

SECTION A: PREVIOUS 5% OR MORE STOCKHOLDERS			
Name	BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
1) PARUL PATEL			1000/-
2)			
3)			
4)			
5)			
SECTION B: REVISED 5% OR MORE STOCKHOLDERS			
Name	BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
1) RAMILABEN S PATEL			800/-
2) PARUL PATEL			200/-
3)			
4)			
5)			
NOTE: If any Stockholder is a business entity, that entity must list it's federal tax identification number (FTI #) above.			TOTAL NUMBER OF SHARES ISSUED 1000.

LIST THE TOP FOUR OFFICERS OF THE CAPTIONED CORPORATION. IF AN OFFICE IS NOT HELD, PLEASE INDICATE BY WRITING "NONE"	Social Security Number	Birthdate
1) CEO/President Rcmileben S Patel		
2) Vice-President Parul Patel		
3) Secretary		
4) Treasurer		

Please send notifications to CC & PD for Reports DK to Key.

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



TO Alisha Wilson, Clerk of Council

FROM Tim Bachman, Development Services Director

SUBJECT Liquor Permit Application

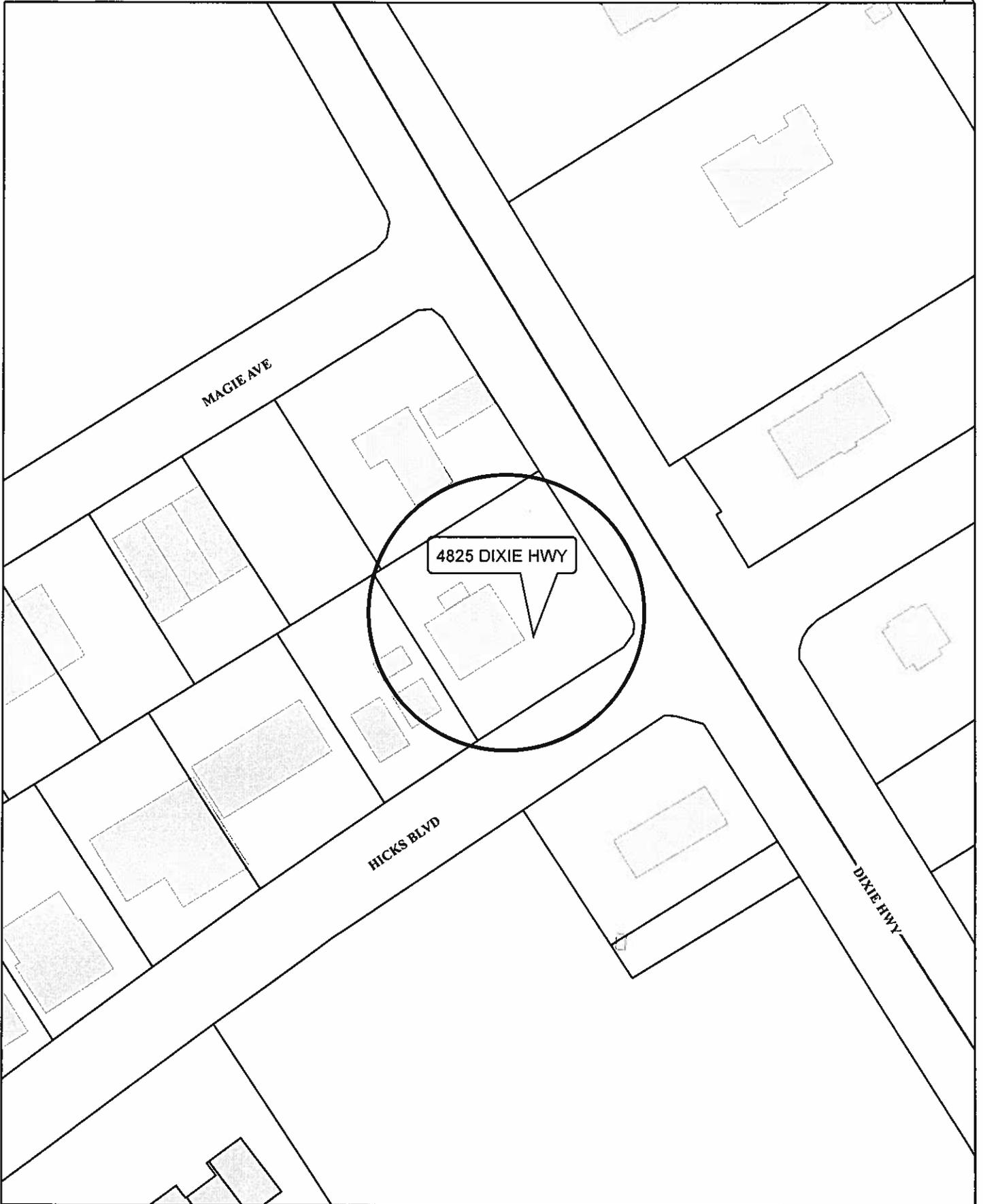
DATE 5/24/16

The business at 4825 Dixie Hwy., in the name of Mihir & Helly, Inc. and doing business as Dixie Food Mart, is in the C-3, General Business District and a retail store is a permitted use within the C-3 zoning district. The consumption of alcohol on-site would require a Conditional Use Permit from the Planning Commission.

Timothy Bachman
Development Services Director

lkm

4825 DIXIE HWY



NAME OF ESTABLISHMENT Mahir & Helly Inc.
ADDRESS DBA Dixie Food Mart
4825 Dixie Hwy
Fairfield, OH 45014

YES NO

- | | | |
|---|--------------------------|-------------------------------------|
| 1. Is there a conviction record of the applicant, any partner, member, officer director, manager or any shareholder owning 5% or more of the capital stock, for felonies or other crimes relating to his ability to operate a liquor establishment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is there a prior unfavorable enforcement record of applicant and/or operation in disregard for laws, regulations or local ordinances? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is there misrepresentation of material fact by applicant in making application to the Department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is there an inability of law enforcement authorities and of authorized agents of the Department to gain ready entrance to the permit premise; or location of permit premise at such distance from the road or street as to be isolated from police or other observation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Will the place substantially and adversely interfere with the public decency, sobriety, peace, or good order of the neighborhood in which it is located? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Will the place substantially and adversely interfere with the normal orderly conduct of a church, library, public playground, school or township park? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Will the granting or transferring of a permit substantially interfere with the morals, safety, or welfare of the public? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Will there be adverse effects of saturation of the area in relation to the number of existing permits, and will there be any adverse conditions in the area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

REMARKS:


Michael J. Dickey
Chief of Police

HEARING REQUESTED: Yes No

Date: May 23, 2016



GRW | engineering | architecture | geospatial

801 Corporate Drive | Lexington, KY 40503

859.223.3999 | www.grwinc.com

May 27, 2016

Mr. Adam Sackenheim
Public Utilities Director
City of Fairfield
5021 Groh Lane
Fairfield, OH 45014

Re: Engineering Services Proposal
Route 4 Water Main Improvements

Dear Adam,

We are pleased to provide this engineering services proposal related to preliminary investigations, design and construction phase services for the Fairfield Route 4 Water Main Improvements project. Based on our discussions at several recent meetings and site visits, our understanding of the proposed improvements are summarized as follows:

Construct 2,000 L.F.± of 20", 5,100 L.F.± of 16", 3,000 L.F.± of 12" D.I. Class 55 Transmission Main along Route 4 between Nilles Road & Diversion Road

General – Begins with connection to either an existing 10 or 12-inch main located approximately 500 L.F.± northwest of the intersection of Nilles Road and Route 4. Extends through the intersection of Route 4 and Boehm to tie-in to the existing 20-inch main (north side of Route 4) on the proposed new 20-inch main (north side of Route 4) in the area of "Jungle Jim's". Existing (1957 vintage) 10-inch water main on the north side of Route 4 is to be abandoned. Continue with a connection to an existing 20-inch main in the vicinity of "Jungle Jim's" and extends approximately 2,000 L.F. ± to a suction side tie-in to the Route 4 Booster Station. The existing 10-inch transmission main (1957 vintage) on the north side of Route 4 will be abandoned. The existing 10-inch and 12-inch mains on the south side of Route 4 will stay in service. The existing Phase 1 design developed two (2) different routes (Route A and Route B) for the proposed 20-inch transmission main on the suction side of the Route 4 Booster Station. Through preliminary investigations, the final route will be determined. Extend approximately 5,100 L.F. ± of 16-inch water transmission main beginning at the discharge side of the Route 4 Booster Pumping Station to a tie-in point on the North West side of the Route 4 Diversion Road intersection to an existing 16-inch water transmission main. The existing 10-inch transmission main (1957 vintage) on the north side of Route 4 will be abandoned. Existing water mains on the south side of Route 4 will remain in service.

Anticipated road/utility crossings include Nilles, Stadium, Camelot, Boehm, Hamilton Water Main, BP Petroleum Main, entrance to Jungle Jim's, entrance to United Dairy Farmers and Holden Boulevard, Production Drive, Cunagin Drive, Homeward Way and "Unnamed" drive.

Preliminary Investigations – Provide services for site visits, meetings and cost estimates to determine preferred and most economical route for the proposed water main improvements along Route 4 between Nilles Road and Diversion Road.



Design Services – Develop new aerial photo “50 scale” plan drawings using new 2016 aerial photography. Field review existing utilities location (OUPS Location) for entire route. Field locate proposed alignment and identify critical utility crossings to be hydro-excavated or ‘pot-holed’. Complete design drawings and typical details and prepare ground profile drawings. Prepare detailed specifications, bidding documents and contract documents. Prepare easement descriptions and permits for construction.

Construction Phase Services – Provide bidding services, construction administration and resident inspection services for the above described project as bid and constructed as a single construction contract.

We are pleased to provide this engineering services proposal related to the above noted improvements which would be designed, bid and constructed as a single construction contract.

<u>Task</u>	<u>Proposed Fee</u>
Preliminary Investigations	\$15,000
Design Phase Services	\$85,000
Easement Descriptions, Permits & Approvals	Hourly
Bidding Services	\$7,500
Construction Administration Services	Hourly
Resident Inspection Services	Hourly

Please call me if you have any questions concerning this matter.

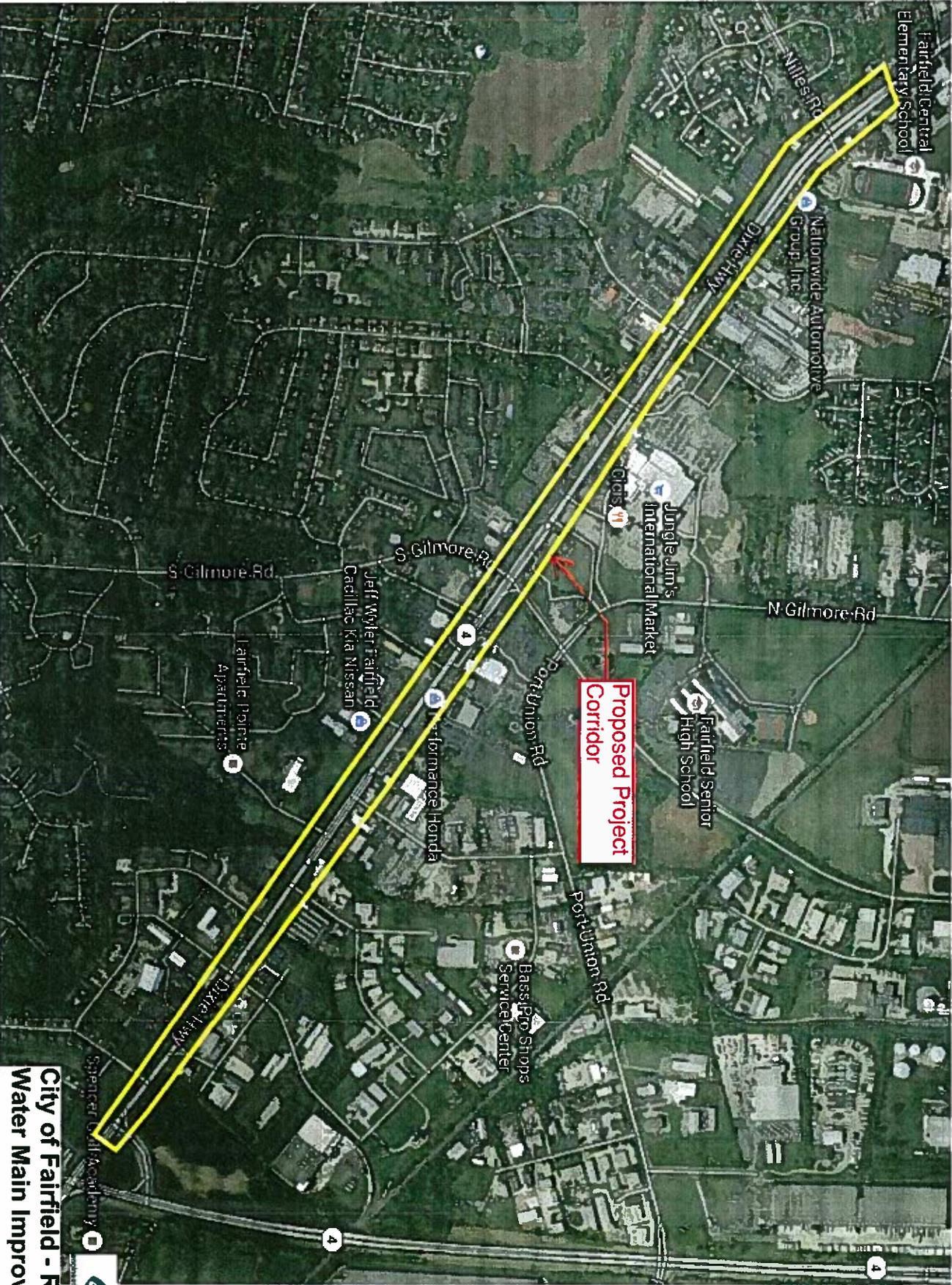
Very truly yours,

A handwritten signature in blue ink that reads "Bob C. Smallwood".

Bob C. Smallwood, P.E.
Vice President

GRW, Inc.
Hourly Rate Schedule
2015

<u>CATEGORY</u>	<u>RATE</u>	
Principal	\$	185.00
Expert Witness	\$	180.00
Engineer VII	\$	180.00
Engineer VI	\$	160.00
Engineer V	\$	140.00
Engineer IV	\$	130.00
Engineer III	\$	110.00
Engineer II	\$	95.00
Engineer I	\$	85.00
Architect V	\$	160.00
Architect IV	\$	140.00
Architect III	\$	100.00
Architect II	\$	80.00
Architect I	\$	70.00
Senior Planner	\$	145.00
Planner	\$	95.00
Senior Designer	\$	125.00
Designer/Technician V	\$	110.00
Designer/Technician IV	\$	100.00
Designer/Technician III	\$	90.00
Designer/Technician II	\$	80.00
Designer/Technician I	\$	65.00
Designer/Technician Trainee	\$	55.00
Chief Inspector & Engineer	\$	115.00
Senior Inspector	\$	90.00
Inspector III	\$	75.00
Inspector II	\$	70.00
Inspector I	\$	60.00
Survey Manager/Land Surveyor	\$	125.00
Party Chief	\$	90.00
Surveyor	\$	50.00
Survey Aid	\$	40.00
Clerical	\$	50.00



Proposed Project Corridor

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GRW ENGINEERS, INC. FOR ENGINEERING SUPPORT SERVICES FOR WATER MAIN REPLACEMENT ON ROUTE 4.

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 GRW Engineers, Inc. for engineering support services for water main replacement on Route 4 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

ITEM NO. 11(C)(1)

DATE: 6/13/2016

ITEM:

Appropriation for the design for North Gilmore Road Improvements.

FINANCIAL IMPACT:

Total funding is \$131,187.25 from the Street Improvement Fund.
\$118,231.00 for NCI (\$106,265.00, with an alternate of \$1,966.00 plus a contingency of \$10,000.00) and \$12,956.25 for Thelen Associates, a division of Geotechnology (\$9,956.25 plus a contingency of \$3,000.00).

The City has an existing contract with Thelen Associates for this type of work.

SYNOPSIS:

NCI will complete final design and cost estimates for an improvement to North Gilmore Road (between Holden Boulevard and Symmes Road). Preliminary plans are to add a center turn lane between Holden and Busway including a northbound right turn lane into the south school entrance. Some improvement to the grade at the CSX Railroad tracks will be designed as well as the addition of two foot shoulders between the railroad tracks and Symmes Road. Work will include performing necessary base repairs, drainage improvements, a combination of curb and ditch improvements and the overlay of the entire road.

BACKGROUND:

The engineering is scheduled in the existing Capital Improvement Program for 2016 as PWA-16-108 in the amount of \$150,000.00. It is recommended that this be engineered this spring and summer to allow for funding applications to be made this fall for potential State funding, and construction in early 2018 should the funding become available.

Staff solicited proposals from Northwest Consultants Inc., Strand, CT Consultants, and Choice One to perform the necessary engineering work. NCI had the best qualified proposal for this professional service.

This project is in conjunction with the School District and the construction phase of the project will include funding from the District in the amount of \$300,000.00.

RECOMMENDATION:

It is recommended that the City Council authorize an appropriation of \$131,187.25 be made from the Street Improvement Fund and that Council authorize the City Manager to enter into a contract with Northwest Consultants Inc. for the engineering services to perform the North Gilmore Road Improvements design.

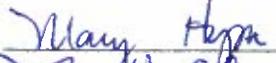
In order to start this process in a timely manner, a suspension of rules and emergency provision is being requested.

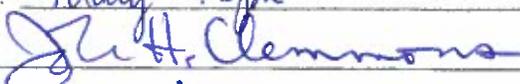
LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested? If yes, explain above.
yes no

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

Prepared by: 

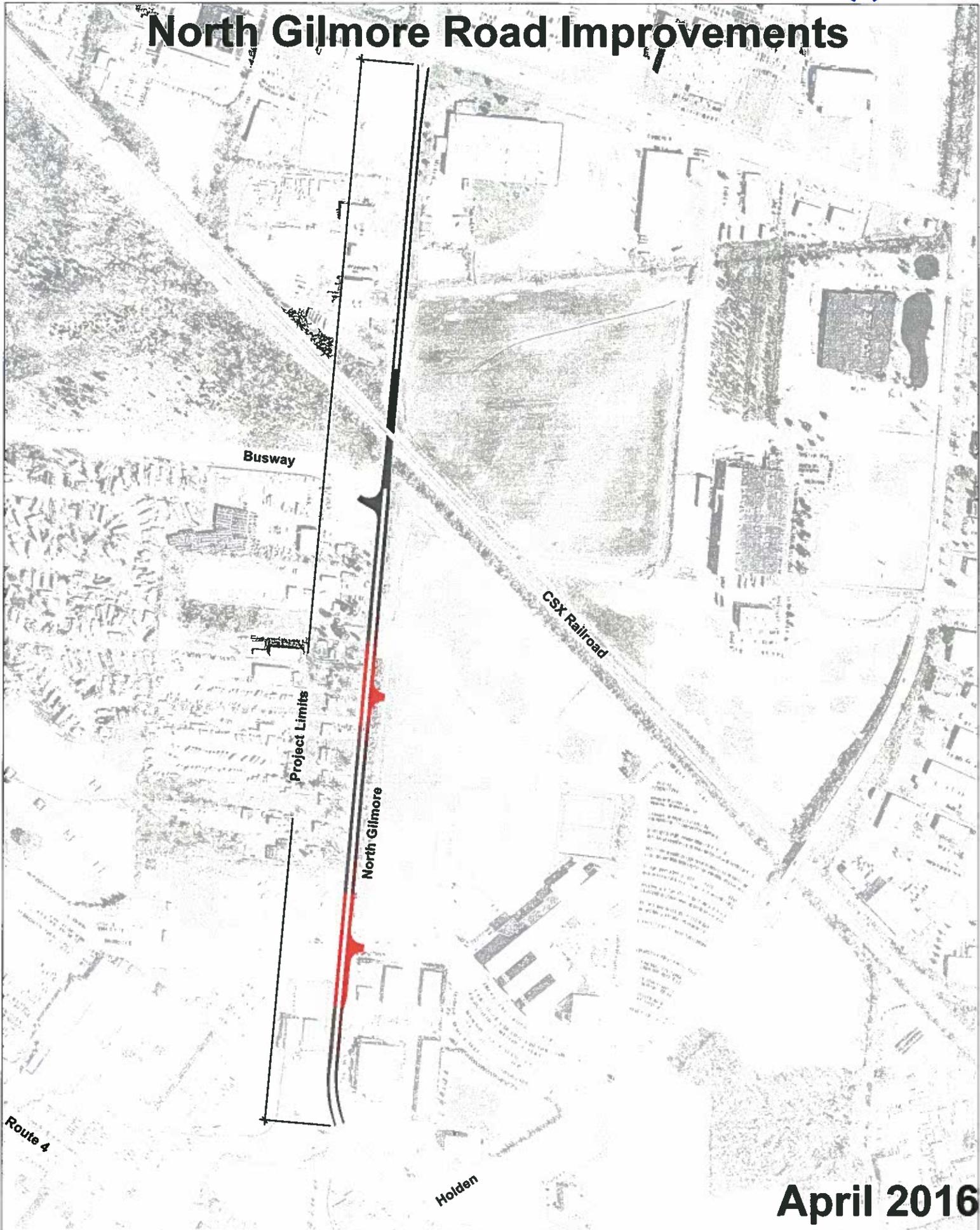
Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 

North Gilmore Road Improvements



April 2016

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NORTHWEST CONSULTANTS, INC. FOR DESIGN FOR NORTH GILMORE ROAD IMPROVEMENTS AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Northwest Consultants, Inc. for North Gilmore Road improvements in accordance with the proposal on file in the office of the City Manager.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the engineering be completed to allow funding applications for potential State of Ohio funding to be submitted this fall; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

ITEM NO. 11 (D) (i)

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

ITEM:

DATE: 6/13/16

It is necessary for the City Council to authorize the City Manager to enter into an agreement with PNC Equipment Finance, LLC and Lake Erie Golf Cars, E-Z-GO, Division of Textron, Inc., for the lease of golf carts at the Fairfield Greens Golf Courses.

FINANCIAL IMPACT:

The rental of golf carts at the Fairfield Greens Golf Courses is a revenue producer for the City.

SYNOPSIS:

It is necessary for the City Council to authorize the City Manager to enter into an agreement with PNC Equipment Finance, LLC and Lake Erie Golf Cars, E-Z-GO, Division of Textron, Inc., for the lease of golf carts at the Fairfield Greens Golf Courses. Current lease is set to expire on December 31, 2016.

BACKGROUND:

The City of Fairfield solicited proposals for the Golf Cart Fleet at Fairfield Greens South Trace and North Trace Golf Courses. Proposals were received from Lake Erie Golf Cars (E-Z-GO), Mid Ohio Golf Car (Yamaha), and Century Equipment (Club Car). It was determined the Lake Erie Golf Cars, E-Z-GO proposal is the lowest and best.

The City of Fairfield's current lease agreement for golf carts at the Fairfield Greens Golf Courses is set to expire on December 31, 2016. The City of Fairfield maintains a fleet of 70 golf carts at the Fairfield Greens Golf Course/South Trace and a fleet of 25 golf carts at the Fairfield Greens Golf Course/North Trace. The golf courses also receive two beverage/snack carts for use at the golf courses as part of the agreement.

The proposed agreement with PNC Equipment Finance, LLC would be a flat lease of **\$75,519.00** per year; paid in six (6) payments per year, with the initial payment beginning May 2017 (**\$12,586.50 month**). The agreement would be for five years. The 5th year of the agreement has a November and December monthly payment which will be the responsibility of Lake Erie Golf Cars. The 2017 golf cars have a five year warranty, which would be the length of the agreement.

Lake Erie Golf Cars, E-Z-GO, Division of Textron, Inc., would provide seventy (70) 2017 Model TXT G gasoline golf carts at the Fairfield Greens Golf Course/South Trace and twenty-five (25) 2017 Model TXT G gasoline golf carts at the Fairfield Greens Golf Course/North Trace, for a total of ninety-five (95) gasoline golf carts. Said 2017 golf carts will be delivered to the Fairfield Greens Golf Courses on August 1, 2016.

The proposed agreement has been reviewed by the Parks and Recreation Director, the Operations Coordinator, the Golf Professional, the Finance Director and the Law Director; and all were pleased with the agreement provisions.

The Golf Cart Lease Agreement was discussed at the May 17, 2016 meeting of the Fairfield Parks and Recreation Board.

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the City Manager to enter into an agreement with PNC Equipment Finance, LLC and Lake Erie Golf Cars, E-Z-GO, Division of Textron, Inc., for the lease of golf carts at the Fairfield Greens Golf Courses in accordance with the proposal on file in the office of the City Manager. The suspension of rules, adoption and emergency provisions are requested in order for the City to take full advantage of the waiver of current lease payments to PNC Equipment Finance, LLC and Lake Erie Golf Cars, E-Z-GO, Division of Textron, Inc., from August 2016 through October 2016 as a revenue enhancement.

LEGISLATIVE ACTION:

Suspension of Rules/Adoption Requested? YES (X) NO ()

Emergency Provision Needed? YES (X) NO ()

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

CITY OF FAIRFIELD
PARKS AND RECREATION DEPARTMENT

REQUEST FOR QUOTE
GOLF CARTS

SPECIFICATIONS

1. Models bid must be 2017 models (chassis & engines). Golf cars will be delivered to the Fairfield Greens South Trace Golf Course, 2200 John Gray Road; Fairfield, OH 45014, at a time agreed upon by the bidder and the Operations Coordinator.
2. Quantity: Seventy (70) gasoline golf carts at the Fairfield Greens South Trace Golf Course and twenty-five (25) gasoline golf carts at the Fairfield Greens North Trace Golf Course, for a total of ninety-five (95) gasoline golf carts. Two (2) gasoline utility carts with beverage inserts.
3. All conditions apply to all golf carts:
 - a. Four (4) wheel
 - b. Color: Green body/tan seat (Fairfield Greens South Trace)
White body/tan seat (Fairfield Greens North Trace)
 - c. Sweater Basket and scuff plates
 - d. Two (2) golf bag attachments
 - e. Center console with tee, ball, and drink holder
 - f. Hill brake, with automatic release
 - g. Steering wheel will offer pencil and scorecard holder
 - h. Safety features will include removable key switch, reverse warning indicator, hip restraint on seats, and manual forward-neutral-reverse switch
 - i. Tires will be of a soft-track tread design, designed not to damage turf
 - j. Sun canopy and split windshield
 - k. Cart Number
 - i. South Trace (1-70)
 - ii. North Trace (1-25)
 - l. Double Message Holder
4. All conditions apply to both utility carts:
 - a. Four(4) wheel
 - b. Color: Green body/grey seat
 - c. Hill brake, with automatic release
 - d. Safety features will include removable key switch, reverse warning indicator, hip restraint on seats, and manual forward-neutral-reverse switch
 - e. Tires will be of a soft-track tread design, designed not to damage turf
 - f. Sun canopy and split windshield
 - g. Fuel Gauge
 - h. Hitch Receiver
 - i. Manual lift bed
5. Gasoline golf carts will be 4-cycle gasoline engine, low emissions, with manual choke (or equal).
6. The period of this agreement will be January 1, 2017 through December 31, 2021.

7. The Lessor shall carry and maintain all expenses, fire, theft, collision, and liability insurance, which shall insure the Lessor and the City. The insurance coverage shall be a minimum of:
 - \$1,000,000.00 per person liability
 - \$1,000,000.00 per accident liability
 - \$ 200,000.00 property damageThe Lessor shall provide proof of said insurance to the City throughout the term of this agreement. The City shall be named as an additional insured on all said policies.
8. The City shall not be responsible for ordinary wear and tear or for any loss to carts by fire, theft, vandalism, or accident except where the damage is caused by negligence on the part of the City or its employees. Where such damage is caused by the aforesaid exception the City shall be responsible for only the first one hundred dollars (4100.00) of damage per cart.
9. The City does not provide a Golf Cart Barn for the storage of the golf carts.
10. The Lessor agrees to keep carts in good repair and operating conditions. The Lessor agrees to perform major maintenance and repairs of the carts and to supply all parts and components during the contract period.
11. The Lessor agrees to service and maintain all carts on a weekly basis during the months when the carts are being operated and agrees to respond to service requests from the City within a forty-eight (48) hour period.
12. The Lessor shall recondition at its sole expense each and every cart during the period of November 30 through March 1, for each year during the terms of the agreement.
13. The City shall be responsible to check and maintain tire pressure, wash and clean carts, and change flat tires with spares provided by the Lessor. The City shall provide gasoline and oil for golf carts and pay all costs for gasoline and oil.
14. The Fairfield Greens South Trace Golf Course is located at 2200 John Gray Road, Fairfield OH 45014, (513) 858-7750 and is an 18-hole championship golf course. The Fairfield Greens North Trace Golf Course is located at 2605 Augusta Boulevard, Fairfield, OH 45014, (513) 939-3741 and is a 9-hole executive golf course.
15. Other terms not mentioned, will be negotiated prior to the signing of this agreement.
16. All quotes must be submitted by Thursday, May 12, 2016.
17. Contact: Bradley Williams
 Operations Coordinator
 Fairfield Parks & Recreation
 411 Wessel Drive
 Fairfield, OH 45014
 (513) 896-8407
 bwilliams@fairfield-city.org



A Textron Company

5 Year FMV Lease Proposal between
City of Fairfield & Lake Erie Golf Cars / E-Z-GO



Lake Erie proposes the following lease options:

Quantity	Model	Year	Term	Net Payment Per Car	Net Monthly Payment
95	TXT G	2017	5 Years	\$126.30	\$11,998.50
Included Accessories:		Ivory and Green Body Color		Tan Seats	
		Tan Sun Tops		Numbers	
		Split Windshields			
Any change to the accessory list must be obtained in writing at least 45 days prior to the production date.					
		5 Year Full Service Warranty		5 Year Insurance	

Trade Information:	Manufacturer	Model	Model Year	Quantity
Accessories:				
Terminate 95 qty after July payment and save 3 months this year totaling \$35,838.75!!	E-Z-GO	TXT G	2012	95
Total trade value: _____				
Trade amount used to net down the lease payment: _____				
Trade value to be returned as cash: _____				

Lease Program Details:

Payment Schedule Terms:

Straight Pay Seasonal Pay Payment Months: May-Oct

Delivery: 1-Aug-16 First Payment: May-17

We will continue the weekly service visits during the season and winter service as part of the contract which includes insurance on all the cars. The increase per car per month is 5% five years later from \$125.75 to \$132.00. We have a year over year increase from the manufacturer ranging from 3%-5% depending on the year so we are saving you further costs on the new deal. To be creative, PNC has agreed with Lake Erie Golf Cars to 8 payments on the last year to help reduce Fairfield's monthly payment. If you go to term in 5 years the last two payments will be the responsibility of Lake Erie Golf Cars for Nov & Dec 2021!

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state, local taxes and insurance are not included. All pricing and trade values are contingent upon management approval.

City of Fairfield
Accepted By: _____
Title: _____
Date: _____

Lake Erie Golf Cars
Accepted By: Danny Hayes
Title: Sales
Date: 5/10/2016



A Textron Company

City of Fairfield 5 Year Lease Proposal
by Lake Erie Golf Cars / E-Z-GO



E-Z-GO proposes the following lease options:

Quantity	Model	Year	Term	Per Car	Total
2	Cushman 1200 G	2017	5 Years	\$294.00	\$488.00
Included Accessories:		Green Body Color	Fuel Gauge		
Any change to the accessory list must be obtained in writing at least 45 days prior to the production date.		Gray Seats	Brush Guard		
		Beverage Inserts	Hitch Receiver		
		Top			
		Split Windshield			
		2 Year Factory Warranty	Freight & Set Up		

Trade Information:	Manufacturer	Model	Model Year	Quantity
Accessories: Save \$1,650.00 this year with no pays in Aug, Sept & October!	E-Z-GO	1200 G	2012	2

Total trade value: _____

Trade amount to net down the lease payment: _____

Trade value returned as cash: _____

NET TOTAL

All Trades must be in Fleet running condition. Cars that are not running, have missing equipment or excessive damage will be adjusted accordingly. All electric cars must have working chargers

Lease Program Details:
Payment Schedule Terms:

Straight Pay Seasonal Pay Payment Months: May through Oct

Delivery: 1-Aug-16 First Payment: May-17

I had to add a top and windshield from previous quote so we will keep same price and add two payments on the 5th year like the fleet cars which will be the responsibility of Lake Erie Golf Cars if you go to term!

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. Applicable state, local taxes and insurance are not included. All pricing and trade values are contingent upon management approval.

Accepted By: _____
 Title: _____
 Date: _____

Lake Erie Golf Cars
 Accepted By: Danny Hayes
 Title: Fleet Sales Representative
 Date: 5/10/2016



May 27, 2016

Lease Number 198204000

City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Resolution-Certificate of Incumbency - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Taryn Goldschmidt 995 Dalton Avenue, Cincinnati, OH 45203.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by June 27, 2016.

If you have any questions please contact Taryn Goldschmidt at 513-455-9559.

Sincerely,

Taryn Goldschmidt
Commercial Transaction Coordinator

Lease Agreement

Dated as of May 27, 2016Lease Number 198204000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

FEDERAL TAX ID
316006598

Equipment Location: South Trace Golf Course 2200 John Gray Road Fairfield, OH 45014
North Trace Golf Course 2605 Augusta Boulevard Fairfield, OH 45014

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 64 months, with (32) Rent payments due in Arrears as shown in the Attached Payment Schedule
Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the

- State in which Lessee is located; (e) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
26. As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
27. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

28. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
29. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Fairfield
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

X
Authorized Signature

Print Name

Print Name

Title:

Title:

Date
5350 Pleasant Ave
Fairfield, OH 45014

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lessor"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Ohio.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 198204000

Quantity	Description	Serial No.
75	E-Z-GO TXT Gas Golf Car	
20	E-Z-GO TXT Gas Golf Car	

Together with all attachments, tooling, accessories, appurtenances and additions thereto

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Fairfield
("Lessee")

X

Authorized Signature

Print Name

Title

Date

5350 Pleasant Ave
Fairfield, OH 45014

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 198204000

Lessee: City of Fairfield

Amount: \$383,952.00 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Fairfield

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____



995 Dalton Avenue
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference
Page No. 1
INVOICE #198204000
Customer #1151897

INVOICE DATE
5/27/2016

DUE DATE
30 days after
acceptance

Bill To:
City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Remit To:
PNC Equipment Finance, LLC
Attn: Lease Servicing/Set-Up Processing
995 Dalton Avenue
Cincinnati, OH 45203

INVOICE

Lease No. 198204000

<u>Initial Charges:</u>	
Monthly Rent - 1 st Month	\$11,998.50
Sales Tax – Please provide exemption certificate	Tax Exempt
PAY THIS AMOUNT	
\$11,998.50	

STATE OF OHIO ADDENDUM*
TO

LEASE PURCHASE AGREEMENT DATED AS OF MAY 27, 2016,

LESSEE:

City of Fairfield

Address:

5350 Pleasant Ave

Fairfield, OH 45014

LESSOR:

PNC Equipment Finance, LLC

995 Dalton Avenue

Cincinnati, Ohio 45203

For and in consideration of the mutual promises and agreements contained in the Lease Purchase Agreement to which this Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease Purchase Agreement described above (collectively, the "Lease").

2. **Certificate of Adequate Resources.** Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease a Certificate of Adequate Resources in substantially the form attached to this Addendum as *Attachment 1*.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Ohio Addendum to be duly executed and delivered as of this ___ day of _____, ____.

LESSEE:

City of Fairfield

LESSOR:

PNC Equipment Finance, LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

* For use with Ohio counties, municipal corporations, school districts, townships and other special districts, subdivisions and taxing units within the meaning of applicable Ohio law, but not the State of Ohio or any of its agencies or institutions.

ATTACHMENT 1 TO
STATE OF OHIO ADDENDUM

CERTIFICATE OF ADEQUATE RESOURCES

LESSEE: CITY OF FAIRFIELD

LEASE PURCHASE AGREEMENT DATED AS OF MAY 27, 2016

THE UNDERSIGNED HEREBY CERTIFIES AND REPRESENTS FOR AND ON BEHALF OF LESSEE (please check the appropriate box) THAT:

- Lessee is a county, municipal corporation, township or other special district, subdivision or taxing unit under the laws of the State of Ohio: (a) the undersigned is acting in the capacity of fiscal officer of such county, municipal corporation, township or other special district, subdivision or taxing unit; and (b) the amount required to meet the obligation under the Lease to which this Certificate relates in the fiscal year in which the Lease is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.*

- Lessee is a school district under the laws of the State of Ohio: (a) the undersigned are acting in the capacity of treasurer of the board of education, president of the board of education and superintendent of the school district; and (b) the school district has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the school district at the time of this certification, are sufficient to provide the operating revenues necessary to enable the school district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year, or the adopted school calendar of the preceding fiscal year if the board of education has not adopted a school calendar for the school year beginning on the first day of the current fiscal year, and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year for the applicable Lease Term.*

DATED this ____ day of _____, _____.

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

TITLE: X _____

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

TITLE: X _____

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

TITLE: X _____

This Certificate MUST be executed by (1) each of the treasurer of the board of education and the superintendent of the school district if Lessee is a school district unless the district is in a state of fiscal emergency declared as provided in applicable Ohio law and (2) the fiscal officer of any other subdivision or taxing unit described above that is Lessee under the Lease to which this Certificate relates.



Lease Number 198204000

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016									\$0.00	\$0.00	\$0.00	\$0.00
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$0.00	\$0.00
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$0.00	\$0.00
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$0.00	\$0.00
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$0.00	\$0.00
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50	\$11,998.50

Plus applicable taxes. Payment on invoice could be different based on applicability of sales and use tax.

This Payment Schedule and its terms and conditions are hereby incorporated by reference into the Lease identified above.

Lessee: City of Fairfield

Lessor: PNC Equipment Finance, LLC

wSignature: X	Signature: X
Print Name:	Print Name:
Title:	Title:
Date:	Date:



May 27, 2016

Lease Number 198258000

City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
- Resolution-Certificate of Incumbency - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Taryn Goldschmidt 995 Dalton Avenue, Cincinnati, OH 45203.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by June 27, 2016.

If you have any questions please contact Taryn Goldschmidt at 513-455-9559.

Sincerely,

Taryn Goldschmidt
Commercial Transaction Coordinator

Lease Agreement

Dated as of May 27, 2016

Lease Number 198258000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSOR FULL LEGAL NAME
City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

FEDERAL TAX ID
316006598

Equipment Location: South Trace Golf Course 2200 John Gray Road Fairfield, OH 45014

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Payment Schedule Lease Term is for 64 months, with (32) Rent payments due in Arrears as shown in the Attached Payment Schedule.
Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- 1. LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- 2. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- 3. RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- 4. UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- 5. DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- 6. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- 7. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper

- eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
 9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
 10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
 11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
 12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
 13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
 14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
 15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
 16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
 17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any

- executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, and the Documents have been duly authorized, enforceable in accordance with their terms and the person(s) signing the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine: (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
 19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
 20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
 21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
 22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
 23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
 24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
 25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
 26. As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
 27. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
 28. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A

revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

29. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Fairfield
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

X _____
Authorized Signature

Print Name

Print Name

Title:

Title:

Date
5350 Pleasant Ave
Fairfield, OH 45014

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Ohio.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 198258000

Quantity	Description	Serial No.
2	Cushman 1200 Gas Utility Vehicle Together with all attachments, tooling, accessories, appurtenances and additions thereto	

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Fairfield
("Lessee")

X
Authorized Signature

Print Name

Title:

Date

5350 Pleasant Ave
Fairfield, OH 45014

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 198258000

Lessee: City of Fairfield

Amount: \$18,816.00 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

Name	Title	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Fairfield

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____
Official Title: _____
Date: _____



995 Dalton Avenue
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference
Page No. 1
INVOICE #198258000
Customer #1151897

INVOICE DATE
5/27/2016

DUE DATE
30 days after
acceptance

Bill To:
City of Fairfield
5350 Pleasant Ave
Fairfield, OH 45014

Remit To:
PNC Equipment Finance, LLC
Attn: Lease Servicing/Set-Up Processing
995 Dalton Avenue
Cincinnati, OH 45203

INVOICE

Lease No. 198258000

Initial Charges:

Monthly Rent - 1st Month \$588.00

Sales Tax – Please provide exemption certificate Tax Exempt

PAY THIS AMOUNT **\$588.00**

STATE OF OHIO ADDENDUM*
TO

LEASE PURCHASE AGREEMENT DATED AS OF MAY 27, 2016,

LESSEE:

City of Fairfield

Address:

5350 Pleasant Ave

Fairfield, OH 45014

LESSOR:

PNC Equipment Finance, LLC

995 Dalton Avenue

Cincinnati, Ohio 45203

For and in consideration of the mutual promises and agreements contained in the Lease Purchase Agreement to which this Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease Purchase Agreement described above (collectively, the "Lease").

2. **Certificate of Adequate Resources.** Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease a Certificate of Adequate Resources in substantially the form attached to this Addendum as *Attachment 1*.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Ohio Addendum to be duly executed and delivered as of this ___ day of _____, ____.

LESSEE:

City of Fairfield

LESSOR:

PNC Equipment Finance, LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

* For use with Ohio counties, municipal corporations, school districts, townships and other special districts, subdivisions and taxing units within the meaning of applicable Ohio law, but not the State of Ohio or any of its agencies or institutions.

**ATTACHMENT 1 TO
STATE OF OHIO ADDENDUM**

CERTIFICATE OF ADEQUATE RESOURCES

LESSEE: CITY OF FAIRFIELD

LEASE PURCHASE AGREEMENT DATED AS OF MAY 27, 2016

THE UNDERSIGNED HEREBY CERTIFIES AND REPRESENTS FOR AND ON BEHALF OF LESSEE (please check the appropriate box) THAT:

- Lessee is a county, municipal corporation, township or other special district, subdivision or taxing unit under the laws of the State of Ohio: (a) the undersigned is acting in the capacity of fiscal officer of such county, municipal corporation, township or other special district, subdivision or taxing unit; and (b) the amount required to meet the obligation under the Lease to which this Certificate relates in the fiscal year in which the Lease is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.*

- Lessee is a school district under the laws of the State of Ohio: (a) the undersigned are acting in the capacity of treasurer of the board of education, president of the board of education and superintendent of the school district; and (b) the school district has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the school district at the time of this certification, are sufficient to provide the operating revenues necessary to enable the school district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year, or the adopted school calendar of the preceding fiscal year if the board of education has not adopted a school calendar for the school year beginning on the first day of the current fiscal year, and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year for the applicable Lease Term.*

DATED this ____ day of _____, _____.

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

TITLE: X _____

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

TITLE: X _____

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

TITLE: X _____

This Certificate MUST be executed by (1) each of the treasurer of the board of education and the superintendent of the school district if Lessee is a school district unless the district is in a state of fiscal emergency declared as provided in applicable Ohio law and (2) the fiscal officer of any other subdivision or taxing unit described above that is Lessee under the Lease to which this Certificate relates.

Lease Number 198258000

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016									\$0.00	\$0.00	\$0.00	\$0.00
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$0.00	\$0.00
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$0.00	\$0.00
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$0.00	\$0.00
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$0.00	\$0.00
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00	\$588.00

Plus applicable taxes. Payment on invoice could be different based on applicability of sales and use tax.

This Payment Schedule and its terms and conditions are hereby incorporated by reference into the Lease identified above.

Lessee: City of Fairfield
Lessor: PNC Equipment Finance, LLC

wSignature:

X

Signature:

X

Print Name:

Print Name:

Title:

Title:

Date:

Date:

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH LAKE ERIE GOLF CARS, E-Z-GO DIVISION OF TEXTRON, INC. FOR THE LEASE OF GOLF CARTS AT THE FAIRFIELD GREENS GOLF COURSES THROUGH PNC EQUIPMENT FINANCE, LLC AND DECLARING AN EMERGENCY.

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

Section 1. The City Manager is hereby authorized to execute a lease agreement with Lake Erie Golf Cars, E-Z-Go Division of Textron, Inc. for the lease of golf carts at the Fairfield Greens Golf Courses through PNC Equipment Finance, LLC in accordance with the lease on file in the office of the City Manager. This lease is authorized as an emergency without competitive bidding in order to save the August through October, 2016 lease payments under the current lease and replace the existing golf carts sooner.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the new lease must be effective as soon as possible to take advantage of the waiver of existing lease payments for August through October, 2016 and receive the new golf carts by August 1, 2016; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:
Amended Employment Agreement for the City Manager.

DATE: 6/13/16

FINANCIAL IMPACT:

This amendment to the existing Employment Agreement of the City Manager authorizes an increase in the annual base salary of the City Manager.

SYNOPSIS:

After a review of the performance of the City Manager, the City Council has determined that a modification to the existing Agreement between the City and the Manager is warranted. The term of the Employment Agreement remains as presently exists.

BACKGROUND:

The City Manager has served the City in his current capacity as City Manager since May 1, 2015. The Employment Agreement provides for an annual review of the Manager's performance; which has been accomplished. The City Council desires to provide an increase in annual compensation to the Manager based upon his achievements and the successful performance of his job duties and assignments.

RECOMMENDATION:

It is recommended that City Council adopt an Ordinance authorizing an amendment to the Employment Agreement of the City Manager. A 3.5% adjustment to the Manager's base pay will take effect as of his of May 1, 2016 anniversary date as City Manager.

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

Prepared by: Mark T. Wendling Mark T. Wendling, City Manager
Approved for Content by: John H. Clemmons John H. Clemmons, Law Director
Financial Review (where applicable): Mary I. Hopton Mary I. Hopton, Finance Director
Legal Review (where applicable): John H. Clemmons John H. Clemmons, Law Director
Accepted for Council Agenda: Alisha A. Wilson Alisha A. Wilson, Clerk of Council

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE AN AMENDED EMPLOYMENT AGREEMENT FOR THE CITY MANAGER.

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

Section 1. An Amendment to the Employment Agreement for the City Manager to provide for an increase in annual compensation commencing on or about the Manager's anniversary date of May 1, 2015 in accordance with the amendment on file in the offices of the City Manager and Clerk of Council is hereby authorized and approved.

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

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 107-15 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, 2016, AND ENDING DECEMBER 31, 2016."

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

Section 1. Ordinance No. 107-15, the 2016 Appropriation Ordinance, is hereby amended in the following respects:

From: Unappropriated Street Improvement Fund \$131,188

To: 40116023-233300 Engineering Services \$131,188
(Design for North Gilmore Road Improvements)

From: Unappropriated Water Replacements & Improvement Fund \$118,250

60416023-233300 Engineering Services \$118,250
(Engineering for Route 4 Water Line Replacement)

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

June 13, 2016

Request for appropriation for non-contractual agenda items

FINANCIAL IMPACT:

\$182,431 from noted funding source

SYNOPSIS:

The following appropriations have been requested:

- \$62,739 for purchase and outfitting of a Ford F-350 DRW 4x4 for Street Division (multiple vendors);
- \$7,000 for upgrade and addition to the TimeClock system;
- \$19,134 for the pavement marking application for Village Green Crosswalks;
- \$35,050 for the improvements to Miami Chapel Cemetery;
- \$13,000 for water supply upgrades to the Fairfield Greens Golf maintenance facility;
- \$45,508 for purchase and outfitting of a Ford SUV for Fire Department (multiple vendors)

BACKGROUND:

Please refer to specific Council Communications dated June 13, 2016 for a description of these items.

RECOMMENDATIONS:

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

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

Prepared by: *Christa Wilson*
 Approved for Content by: *Christa Wilson*
 Financial Review (where applicable) by: *Mary Hogg*
 Legal Review (where applicable) by: *John A. Clemmons*
 Accepted by Council Agenda: *Christa Wilson*

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: June 13, 2016

Purchase of a Ford F-350 DRW 4X4 cab and chassis with outfitting for Traffic Signal Platform Truck #635 (Streets)

FINANCIAL IMPACT:

\$62,739 (\$29,999 for the truck + \$25,740 for outfitting + \$7,000 for contingencies) from the Capital Improvement Fund.

SYNOPSIS:

This request is for the purchase of a Ford F-350 DRW 4X4 truck cab and chassis to be used by the street department. The cab and chassis truck is being purchased through Fuller Ford, Cincinnati, OH, utilizing Ohio Revised Code Section 125.04 division (C) allowing the purchase of contract items through a third party at a lower price than that listed in the State administered contract. The price for the cab and chassis truck through Fuller Ford is \$29,999, a truck of equal value purchased through State Contract R2901216 would be \$30,037. Outfitting of the truck will be performed by the K. E. Rose Company, Huber Heights, OH. K.E. Rose was chosen for this project to rebuild the existing platform lift and outfit the chassis complete with a Reading Utility Body due to their specialized engineering skills and aptitude for this project. K.E. Rose is also the only distributor of the Reading Utility Body in this area which has been standardized on and chosen due to quality.

BACKGROUND:

This request is for the purchase and outfitting of a Ford F-350 DRW 4X4 Cab and Chassis Truck with a Reading Utility Body and platform scissor lift to be used by the Street Division to perform work on traffic signals throughout the City. The existing platform scissor lift will be removed from the old unit #665 (a 1995 Chevrolet 3500) and refurbished for use on the new truck along with a new Reading utility Body. The current unit is being retired due to age and condition and will be traded in to the K.E. Rose Company for \$2000.

The vehicle is listed in the CIP as # FLT-16-602 Replacement of Pickup Trucks (Street) (\$80,000)

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$62,739 for this project.

Rules Suspension is being requested to facilitate the purchase of the 2016 F-350 prior to the 2017 price increase.

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

Prepared by: *Richard*

Approved for Content by: *James Butch*

Financial Review (where applicable): *Mary Hogan*

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

Accepted for Council Agenda: *Michelle Wilson*

Brian Rose

From: John Allen <john.allen@fullerisford.com>
Sent: Monday, May 23, 2016 11:30 AM
To: Brian Rose
Subject: Re: f-350

Brian,
Good morning -- we also have access to a 2016 Ford F-350 4x4 Chassis/cab that looks like it would meet your specs. Please review the quotation below showing the specs and your pricing for this chassis:

2016 F-350 4x4 Chassis/cab, DRW, 141" w.b.
Oxford White w/ Steel Vinyl, 40 / 20 / 40 Bench Seat Pkg. 640A including:

- XL Trim
- Air conditioning
- 6.2L EFI V8 Gas Engine ✓
- 6-speed Automatic Transmissiion
- LT245 BSW AT 17" Tires
- 4.30 ratio, Limited Slip Rear Axle
- Power Equipment Group including:
 - Power windows / locks / mirrors - htd.
- XL Décor Pkg.
- 14000# GVWR Pkg.
- 50 state emissions
- Spare tire / wheel delete
- Brake controller
- Jack
- XL Value Package including:
 - Cruise control / tilt wheel
 - AMFM / CD / Clock
- Installed:
 - 5" black step bars

=====
Your price with the State of OH Gov't Concession already deducted and including title fee, temporary tag fee, documentary fee and fob Fairfield, OH would be:

\$29,998.50

Thank you again for allowing us to quote on this unit. Please call / email me with any questions, etc.
Sincerely --

John

John Allen
Fuller Ford Inc.
900 W. 8 Street
Cincinnati, OH 45203
Sales Manager
513-352-5800 ext. 50
Home of Lifetime Free Oil Changes!
www.fullerisford.com

PRICE SCHEDULE

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

ITEM #33AT- CAB & CHASSIS-12,800 LBS.-DRW-4WD-REG CAB-FLEX FUEL

DELIVERY:		INDICATE CITY/STATE OF MANUFACTURER:		
90-280 DAYS A.R.O. (SEE IV.A.)		Flint, Michigan		
CONTRACTOR:		MFG:	MODEL:	MODEL NUMBER:
Bob Ross Auto, Inc.		GMC	Sierra 3500	TK36003
ITEM ID NO.:	28816	UNIT PRICE: \$ 28,260.00		

ITEM ID NO.	DELIVERY CHARGE	UNIT COST
28817	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$ 0.50
28818	Minimum Delivery Charge	\$ 75.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
28819	TAG	45-Day Tags	\$ 18.50
28820	PB	Parts Manual (ELECTRONIC)	\$ 325.00
28821	SM	Service Manual (ELECTRONIC)	\$ 325.00
28822	KEY	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 120.00
NOTE ON P.O.	SBE	Seat Belt Extender (1 unit)	\$ 0.00
NOTE ON P.O.	VINYL	Vinyl Seat Covering	\$ 0.00
28825	Z82 / JL1	Tow Hitch/7-Pin Receptacle/Brake Controller	\$ 794.00
NOTE ON P.O.	INC	7-Pin Trailer Receptacle Wiring (INCLUDED W/HITCH)	\$ 0.00
28827	RC3	All Terrain Tires	\$ 199.00
28828	DPN	Trailer Tow Mirrors	\$ 199.00
28829	8S3	Backup Alarm	\$ 110.00
28830	CAB	Step Rails/Running Boards	\$ 390.00
28831	DUMP	2 Yard Dump Body	\$ 8,700.00
28832	TX31403	84" CA in lieu of 64" CA (N/A with 2 Yard Dump Body)	\$ 500.00
28833	PERP	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow	\$ 384.00
28834	PLOW 8.5'	Snow Plow Package for DRW (order w/Snow Plow Prep Package) (Indicate Blade Length: 8.5 FT.)	\$ 3,211.00
28835	LML	Diesel Engine	\$ 7,800.00

\$ 30,037



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
City of Fairfield 8870 North Gilmore Rd. Fairfield, Oh 45014

Date	Estimate #
5/19/2016	16-22214

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Remove your existing Stamm scissor lift platform assembly from existing chassis. Power wash unit, replace hydraulic hoses, change fluid, repaint lower base of unit. Reinstall in new service body below. Remove and reinstall outrigger assembly to new chassis.	1	2,200.00	2,200.00T
Furnish and install Reading 108ADW dual wheel classic II service body. 8.5 ft long, suitable for 60CA chassis, stainless steel rotary paddle latches, heavy duty bolt on adjustable hidden hinges, light guards, recessed lights per FMVSS108, alumina stone shields, alumina fuel fill, powdercoated white throughout, shelving, dividers, gas strut door holders, slam action tailgate, automotive bulb door seals, deck plate recessed 15" deep step bumper with vice plate on curbside, installed on your supplied chassis.	1	7,095.00	7,095.00T
Furnish and install C tech drawer unit in front curbside compartment with (1) 7" (2) 5" and (4) 3" drawers. 250 lb drawer slides, adjustable dividers, roller bearing slides, EZ latch drawer latch system	1	2,400.00	2,400.00T
Furnish and install VMAC VR70 rotary screw underhood air compressor, 70CFM @ 175 psi, oil cooler, blow down valve, cab control with integral hour meter, instant on demand air throttles engine to meet demand.	1	8,950.00	8,950.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)
	Total

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Name / Address
City of Fairfield 8870 North Gilmore Rd. Fairfield, Oh 45014

Estimate

Date	Estimate #
5/19/2016	16-22214

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Install 3/4 x 50ft hose reel Cox spring rewind and 1/2" x 50 ft Cox spring rewind hose reel, install air regulator on 1/2" line and furnish a ball valve with 1" Thor twist lock for accessories	1	1,350.00	1,350.00T
Install LED strip lighting in front curbside compartment	1	150.00	150.00T
Install aluminum overlay on roadside and curbside top of compartments	1	400.00	400.00T
Install one row E track each side of cargo area	1	100.00	100.00T
Install 16000 lb capacity receiver hitch	1	395.00	395.00T
Install 7 way trailer plug	1	100.00	100.00T
Furnish and install Ecco 5585A LED mini bar 16" one each side top of rear compartments amber switched in cab, install Ecco 4 diode amber/white surface mount lights with 2 in grille and 2 on rear of body switched in cab. Furnish and install Ecco Vantage LED 54" lightbar amber/white.	1	2,300.00	2,300.00T
Install swivel cast aluminum work light one each side of rear of body with switch on each light	2	150.00	300.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)
	Total

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
City of Fairfield 8870 North Gilmore Rd. Fairfield, Oh 45014

Date	Estimate #
5/19/2016	16-22214

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
K. E. Rose Co will offer you a trade allowance for your existing used GM truck 1GBHC34K0PE239346 with service body of \$2000.00 You may deduct this amount from total if acceptable. State of Ohio used dealer license of UD011703		0.00	0.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)	\$0.00
	Total	\$25,740.00

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

June 13, 2016

ITEM

City Council is requested to approve an appropriation in the amount of \$7,000 (which includes a contingency for licensing), from the Capital Improvement Program for 2016.

FINANCIAL IMPACT

An appropriation in the amount of \$7,000 from the Capital Improvement Program for the upgrade and addition to the TimeClock system for the City as approved under project CMO-16-005.

BACKGROUND

In order to facilitate the continued use of the City time clocks and to add further location at which employees can clock-in and out, additional clocks are required and will be placed at the Public Utilities campus. This project will cover new clocks and support for the software to administer the clocks.

STAFF RECOMMENDATION

It is recommended the City Council approve the requested appropriation and authorize and direct the preparation of legislation for the appropriation of \$7,000 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

LEGISLATIVE ACTIONS:

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

Prepared by:

Joseph Waldman

Approved for content

Greg Preece

Financial Review (where applicable) by:

Mary Hepton

Legal Review (where applicable) by:

[Handwritten signature]

Accepted by Council Agenda:

[Handwritten signature]

11(E)(3)A-2

TimeClock Plus
 by Data Management, Inc.
 1 Time Clock Drive, San Angelo, TX 76904
 325 223-9500 800 749-8463
 sales@timeclockplus.com

Quote	Customer	Quote Date
395431	156144	05/26/2016

CUSTOMER
City of Fairfield Joseph Waldmann (513) 896-8134 5350 Pleasant Ave Fairfield, OH 45014-3567

Rep	Entry	Method of Shipment	Method of Payment
KHARVELL	BWATTS	N/A	Pre-Paid

Stock No.	Ordered	Description	Unit Cost	Total
		One-time Fee		
1025-1130	1	TimeClock Plus Professional Initial Activation Remote Dedicated Support Services (Per hour)	0.00	0.00
		Monthly Subscription (\$165.00)		
1025-5030	55	TimeClock Plus Professional Monthly Employee Licenses Flexible Time of Day Munis Payroll (Export Module)	3.00	165.00
<p>Customer billed Annually starting on 7/1/2016. First automated bill will be generated on 7/1/2017. Average employee cost per month is \$3.00. includes premium unlimited tech support, updates, upgrades for the life of contract can be billed annually or monthly</p>				
<p>Valid for 7 days. Expires 06/02/2016.</p>				



Subtotal: 165.00
 S & H: 0.00
 Total: 165.00

TimeClock Plus
 by Data Management, Inc.
 1 Time Clock Drive, San Angelo, TX 76904
 325 223-9500 800 749-8463
 sales@timeclockplus.com

Quote	Customer	Quote Date
395433	156144	05/26/2016

CUSTOMER
City of Fairfield Joseph Waldmann (513) 896-8134 5350 Pleasant Ave Fairfield, OH 45014-3567

Rep	Entry	Method of Shipment	Method of Payment
KHARVELL	KHARVELL	UPS Ground	Net 30

Stock No.	Ordered	Description	Unit Cost	Total
		Hardware (\$2,619.87)		
44-112	1	200 Series Ethernet Proximity └ Systems Support Contract Product Addition └ Includes 1 year Parts and Labor Warranty Optional Extended Maintenance Agreement (\$667.00)	2,619.87	2,619.87
74-108	1	200 Series Ethernet w/Proximity 3 Yr EMA EMA will allow for overnight replacement of clock if it has to come back for repair	667.00	667.00

Valid for 7 days. Expires 06/02/2016.



Subtotal: 3,286.87
 S & H: 26.30
 Total: 3,313.17

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 06/13/2016

Pavement Marking Application for Village Green Crosswalks (2 Locations).

FINANCIAL IMPACT:

\$19,134.00 for the application of roadway pavement markings from the Street Improvement Fund.

SYNOPSIS:

The City contracts out the application of pavement markings on an annual basis to promote safety and aesthetics. A&A Safety was the low bidder for 2016. These two locations will be in addition to the existing contract for A&A Safety.

BACKGROUND:

The City will be milling and paving Wessel Drive in the Village Green area this summer. New thermoplastic markings will be placed after paving. The City is interested in installing TrafficPatterns XD Crosswalks with this project. These proprietary crosswalks will better highlight the high pedestrian crossing locations and fit the character of the area.

This project is programmed in the existing Capital Improvement Program as PWA-16-104.

STAFF RECOMMENDATION:

It is recommended that City Council approve legislation for an appropriation in the amount of \$19,134.00 from the Street Improvement Fund.

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:

Approved for Content by:

Financial Review (where applicable):

Legal Review (where applicable):

Accepted for Council Agenda:

Premark Crosswalk Performed by Others



JOB NO. 11(E)A-3
 DATE 03/14/14
 PROJECT NAME
 PREPARED BY: [Name]
 CHECKED BY: [Name]
 DRAWN BY: [Name]
 SCALE: 1" = 40'

11(E)A-3

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATIONS

ITEM:

DATE: 06/13/16

The appropriation of funds for the improvements to Miami Chapel Cemetery.

FINANCIAL IMPACT:

An appropriation of \$ 35,050.00 will be needed

SYNOPSIS:

The project will provide for 690` of new aluminum fencing around the cemetery and also 8 stoned pillars across the front of the cemetery.

BACKGROUND:

The Parks and Recreation Board's 2016-2020 Capital Improvement Program (PRK-16-007) provides funding for miscellaneous improvements within the Fairfield Parks area. Proposals were solicited for this project and we received the best bid from Oberer Construction at \$14,045.00 for the stone work for the project and Connaughton Welding & Fence, LLC and Robinson Fence put in quotes for the fencing and Connaughton Welding & Fence, LLC was the low bid at \$21,000.00

The Parks and Recreation Department's would recommend too go with Oberer Construction because they have done quality work for the City of Fairfield last year at Village Green Park.

RECOMMENDATION:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of \$35,050.00 for this project.

LEGISLATIVE ACTION:

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

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

Prepared by: B Schappacher
Approved for Content by: [Signature]
Financial Review (where applicable): [Signature]
Legal Review (where applicable): H. Clemmens
Accepted for Council Agenda: [Signature]

Project Number: PRK-16-007
Dept: PARKS

Bid Date: 04/01/2016
Priority: Minor
Need: Quality Of Life Development Driven

Miami Chapel Cemetery Restoration
 Restoration of cemetery's fence and entry



Year	2016	2017	2018	2019	2020
Amount	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00

City Funding Source:
 Capital Improvement Fund
Outside Funding Source:
 Outside Donation

Amount:
 \$30,000.00
Amount:

Planning / Engineering / Legal: \$0.00
Acquisition of Property / ROW: \$0.00
Construction: \$30,000.00
Equipment / Vehicle: \$0.00
Impact On Operating Personnel Costs: \$0.00
Other Costs: \$0.00
Total Operating Costs: \$0.00

City's Cost: \$30,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$30,000.00

OBERER CONSTRUCTION COMPANY

27070

Proposa: ~~27070~~



6300 Winton Road, Fairfield, Ohio 45014
 Mobile (513) 383-1857
 Office (513) 829-5270
 Email garyoberer@gmail.com

NAME <i>City of Fairfield OH</i>	SHIP TO
ADDRESS <i>ATUBOO Shiplock</i>	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP

PHONE NUMBER <i>867-6070</i>	Serving Greater Cincinnati Area Since 1974	DATE <i>4/18/15</i>
---------------------------------	---	------------------------

QUANTITY	DESCRIPTION	PRICE	TOTAL
	<i>1. REGARDING QUOTE # 27647</i>		
	<i>7-17-15</i>		
	<i>2. ADD \$ 845⁰⁰</i>		
	<i>TO ORIGINAL QUOTE</i>		
	<i>MAKING</i>	<i>\$12,000</i>	
		<i>1,200</i>	
		<i>845</i>	
	<i>TOTAL</i>	<i>\$14,045</i>	
	<i>THANKS GARY OBERER</i>		

BUYER:

ROBINSON FENCE CO.

1835 Howell Ave.
Hamilton, Ohio 45011
(513) 867-0060 • Fax (513) 867-9418

PROPOSAL SUBMITTED TO CITY OF FAIRFIELD		PHONE 939-3743	DATE May 30, 2016
STREET ATTN: Rob		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION River Road Cemetery	
ESTIMATOR	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Labor and materials to install 688' of 4' tall RAFS-210 Commercial grade flat top with spear black Aluminum fence. All post to be 2 1/2" square. Also, install one (1) 12' double drive gate. Gate to be arched and hung on 4" square post. All post to be set in cement. Customer to clear fence line.....\$ 21,300.00

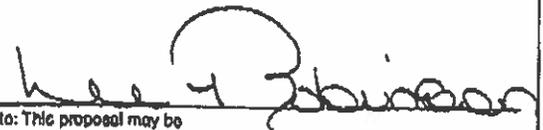
TOTAL: Twenty One Thousand Three Hundred and-----00/100

Payment due within (30) days upon completion of contract work.

We are covered by Workmen's Compensation & Public Liability Insurance.

The Buyer assumes responsibility for all property lines, underground utilities, drainage tiles, and easements. As the buyer I am responsible for the location of the fence that is installed by Robinson Fence Co (State the area or get a survey). All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. The installation of the fence will follow the lay of the land unless otherwise indicated. The seller shall be responsible for material defects only to the extent of the manufacture warranty. Robinson Fence Co is not responsible for the movement of fence due to settling/movement of the ground. We will assume no responsibility for vegetation. Obtaining permits is the duty of the Buyer. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry any necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

PROPOSAL

CONNAUGHTON WELDING & FENCE, LLC
 440 Vine Street • PO. Box 332
 Hamilton, Ohio 45012
(513) 867-0230 • Fax (513) 867-1851

PROPOSAL SUBMITTED TO City of Fairfield Parks & Recreation Dept		PHONE 896 8430	DATE June 3, 2016
STREET 411 Wessel Drive		JOB NAME Miami Chapel Cemetary	
CITY, STATE and ZIP CODE Fairfield, OH 45014		JOB LOCATION 6210 River Road	
ARCHITECT ATTN: BOB SCHAPPACHER	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Labor and material to replace 686' of existing 48" galvanized chain link fence and one (1) double drive gate with a 48" ornamental black aluminum with a 12' wide arched double drive gate.

SPECIFICATIONS:

4" square gate posts

2½" square end and corner posts

2" square line posts

Remove existing chain link fence, top rail and posts

\$18,617.00

We Propose herby to furnish material and labor - completed in accordance with above specifications, for the sum of:

AS STATED ABOVE

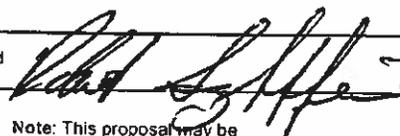
Payment to be made as follows

dollars (\$ _____)

NET 30 DAYS

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

Authorized Signature _____



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work

Signature _____

Marty Kollstedt

Estimate

5692 Lake Michigan Drive
Fairfield, OH 45014

Phone: 513-505-7385

Wes: 513-505-7385

DATE	ESTIMATE #
6/1/2016	1287

NAME / ADDRESS
Fairfield City Of 411 Wessel Drive Fairfield, Ohio 45014

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Provide materials & equipment to reposition hydrant & install pit for meter { 2' meter to be supplied by city of Fairfield }		9,850.00	9,850.00
Thank you for your business.		TOTAL	\$9,850.00

ITEM NO. 11(E)(3)A-5

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

ITEM:

DATE: 6/13/16

It is necessary for City Council to authorize an appropriation for water supply upgrades to the Fairfield Greens Golf Maintenance Facility.

FINANCIAL IMPACT:

An appropriation of \$13,000.00 will be necessary to fund this proposal.

SYNOPSIS:

It is necessary for City Council to authorize an appropriation for upgrades to the water supply at Fairfield Greens Golf Maintenance Facility.

BACKGROUND:

The Fairfield Greens Golf Maintenance Facility was built circa 1975 and has not been upgraded since the City purchased the golf course in 1978. Per Public Utilities request, these upgrades are required to bring facility up to compliance with current water safety standards. These funds will be allocated for renovations of the Fairfield Greens Golf Maintenance Facility that includes relocation of a fire hydrant and installation of a 2 inch meter with supply line to the cart wash-off and spray rig fill station. This project is part of the REC-16-002 regarding Golf Course Improvements – Renovation.

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing an appropriation for upgrades and maintenance at the Fairfield Greens Golf Maintenance Facility.

LEGISLATIVE ACTION:

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

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

Prepared by: Bradley Will

Approved for Content by: [Signature]

Financial Review (where applicable): Mary Hoge

Legal Review (where applicable): [Signature]

Accepted for Council Agenda: [Signature]

11(E)(3)H-5

Fairfield Capital Improvement Program

AQUATIC/GOLF FACILITIES

	2016	2017	2018	2019	2020	Amount	Other Source	Amount	Total
REC-16-001 Blacktop/Overlay									
Recreation Facilities Fund	\$10,000.00	\$25,000.00	-	\$25,000.00	\$25,000.00	\$85,000.00			\$85,000.00
REC-16-002 Golf Course Improvements, Maintenance and Renovation									
Capital Improvement Fund	\$50,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$375,000.00	\$550,000.00			\$550,000.00
REC-16-003 Mowers/Equipment Replacement									
Recreation Facilities Fund	\$30,000.00	-	-	\$50,000.00	-	\$80,000.00			\$80,000.00
REC-16-004 Golf Course Maintenance Expansion									
Capital Improvement Fund	\$10,000.00	-	-	\$150,000.00	-	\$160,000.00			\$160,000.00
REC-16-005 Beautification/Landscaping									
Recreation Facilities Fund	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$50,000.00			\$50,000.00
REC-17-001 Aquatic Center Improvements, Maintenance and Renovations									
Recreation Facilities Fund	-	\$75,000.00	-	\$75,000.00	-	\$150,000.00			\$150,000.00
REC-20-001 Golf Learning Center - Huffman Park/South Trace									
Park Development Fund	-	-	-	-	\$75,000.00	\$50,000.00	Grants	\$25,000.00	\$75,000.00
Totals	\$110,000.00	\$160,000.00	\$60,000.00	\$335,000.00	\$485,000.00	\$1,125,000.00		\$25,000.00	\$1,150,000.00

Curry and Son's Construction Company

7007 Liberty Fairfield Rd
Hamilton, Ohio 45011

Estimate

Date	Estimate #
5/24/2016	77

Name / Address
City of Fairfield Parks

			Project
			Fire Hydrant Relocate
Description	Qty	Rate	Total
Relocate Fire Hydrant and Install 2" Meter Pit	1	8,500.00	8,500.00
Total			\$8,500.00

TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH

45449

Telephone: 937-847-2665

5/20/16 Bid ID: 5321685 FAIRFIELD 2" METER AND SETTING

Page 1

Quantity	Sell Per	Description	Unit Price	Extended Price
<u>Package 00001</u>				
1	EA	2 OMNI C2 METER	1,552.89	1,552.89
1	EA	36X36 METER PIT W/NOTCHES	299.33	299.33
1	EA	20X36 STD METER BOX CVR W/TR LID	607.66	607.66
1	EA	2" COPPERSETTER WITH BALL VALVE INLET AND ANGLE DUAL CHECK VALVE OUTLET 18" TALL FORD #VBHH77-18B-44-77-NL VERIFY COPPERSETTER BEFORE ORDERING	1,151.94	1,151.94
Package Sub-total:				3,611.82

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: June 13, 2016

Purchase of a Ford SUV Interceptor AWD for the Fire Department

FINANCIAL IMPACT:

\$45,508 (\$27,051 for the Interceptor + \$11,607 for outfitting + \$1,850 for graphics + \$5,000 for contingencies) from the Capital Improvement Fund.

SYNOPSIS:

This request is for the purchase of a Ford SUV Interceptor AWD to be used by the Fire Department. This vehicles is being purchased through Statewide Ford Mercury, Van Wert, Ohio, listed under State of Ohio contract RS900616 and Index GDC050 authorizing the use by Municipal Corporations. Camps Safety was chosen to outfit this vehicle due to their specialized engineering skills and aptitude for this project, proximity to the city, and to standardize on the wiring practices to facilitate the mechanics during repairs.

BACKGROUND:

This request is for the purchase of a Ford SUV Interceptor AWD to replace the current Fire Departments unit #8-C72 (1999 Chevrolet Suburban VIN#0972). This unit will be used by the Fire Departments staff for day to day operations and is being replaced due to the age and condition of the vehicle. The old unit will be auctioned.

This vehicle is listed in the 2016 CIP as # FLT-16-801 Replacement of Fire Department Staff Vehicle (Fire) (\$90,000).

RECOMMENDATION:

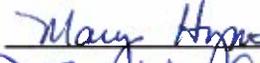
It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$45,508 from the Capital Improvement Fund for this project.

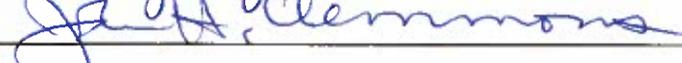
Rules Suspension is being requested to facilitate the purchase of the vehicle.

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

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 

Statewide Ford Lincoln
1108 West Main Street
Van Wert Ohio 45891
866-313-5042
Fax 866-832-4430

City of Fairfield
 5350 Pleasant Ave
 Fairfield, OH 45014
 Attn B. Rose

05/10/16

K8A 2017 Ford Utility Interceptor	\$25,429.00
88F Cloth Rear Seat	75.00
16C Carpet	124.00
64E Aluminum wheels (painted 4 spare is steel)	575.00
76R Reverse Sensing	275.00
86P LED ready head lamp housing	135.00
86T LED ready tailamp housing	61.00
549 Heated mirrors	59.00
2 Additional keys and fobs	240.00
Temp tag	18.50
Delivery	<u>60.00</u>
Unit Price	\$27,051.50

If there is anything else I can assist with please do not hesitate to contact me.

Sincerely,

Al Matarese
 Fleet Manager

CAMP SAFETY EQUIPMENT INC.

8216 BLUE ASH ROAD, CINCINNATI, OHIO 45236

www.campsafety.com

EMAIL: campsafety@fuse.net

Local:(513)984-4658

Free:1-888-273-7233

Fax: 1-(513)984-4673

2016 Budget QUOTATION (A.L.S. VEHICLES)

To: FAIRFIELD CITY FIRE DEPT.

: CHIEF DONALD BENNETT

:

:

PHONE # 867-5379

FAX# 867-6060

DATE: 12/18/2015

UPDATED

SALESPERSON: TOM CAMP

QUOTE # FFCITYFD58

TERMS: 15 DAYS NET

(2) 2016 F*** INTERCEPTOR UTILITY - A.L.S VEHICLE

QNTY	DESCRIPTION	PRICE	AMOUNT
C S	I-DRIVE CAMERA SYSTEM	CUSTOMER	SUPPLIED
1	CODE 3 2747MC L.E.D L/B w/FLOOD OPT		\$2,901.60
1	CODE 3 3892 L6 SIREN (200 watt)		\$395.00
4	WHE- (2) MICRO (2) ION RED L.E.D. HEADS -GRILLE	\$123.00	\$492.00
1 kit	C-3 4PAK-R LIFT GATE LIP L E D WARNING w/MERCURY		\$260.00
1	HAVIS C-24 24" CONSOLE w/ BEV HOLD		\$425.00
1	HAVIS 3" POCKET		\$53.00
1	REPLACEMENT ANTENNA CABLE w/MOUNT (800 RADIO)		\$24.50
C S	MOTOROLA 800mhz RADIO & (1) 12v RADIO CHARGER	CUSTOMER	SUPPLIED
2	100 WATT SIREN SPEAKER (lower grille mount)	\$199.00	\$398.00
2	C-3 EXT L E D HEAD WARNING RED TAIL LIGHT	\$98.00	\$196.00
1 pr	S-O R/A 60" L E D LINE L E D STRIPS - RUNNING BOARD	\$462.50	\$925.00
1	HEADLIGHT FLASHER -		\$85.00
2	3 GANG 12V POWER PLUG (2) FRONT (1) REAR COMP	\$25.00	\$50.00
2	WHE-IOND FRONT H/L ASSY lic plate	\$123.00	\$246.00
3	S-O L E D DOME LIGHT (1) rear headliner) (2) rear hatch	\$83.00	\$249.00
F I	S-O RED/CLEAR L E D DOME LIGHT	FACTORY	INSTALLED
1	TREM-CO ANTI-THEFT DEVICE w/FLOOR SWITCH		\$193.00
2	M-2 w/CHROME TRIM -RT & LEFT OF HATCH LIC PLATE	\$149.00	\$298.00
1	CHARGE GUARD		\$95.00
1	STREAMLIGHT FIRE VULCAN FLASHLIGHT w/CHARGER		\$179.99
C S	I-PAD w/MOUNT	customer	supplied
2	F-S ULTRA DUAL L E D HEAD R/A-REAR BUMPER COVER	\$123.00	\$246.00
1	P-G SAFETY BARRIER - BEHIND SECOND SEAT		\$389.00
2	S-O R/W INTERSECTION L E D -MIRROR MOUNT	\$172.00	\$344.00
1	WHE-PAR 46 L E D BULB (for A pillar spotlight assy)		\$165.00
1	REMOVE EQUIPMENT FROM OTHER VEHICLES ???	CHIEF TO	ADVISE
1	INSTALLATION OF ABOVE LISTED EQUIPMENT INTO NEW A.L.S. FIRST RESPONSE VEHICLE	47 hrs	\$2,722.24
1	INSTALLATION MATERIAL		\$275.00
	TOTAL FOR ONE VEHICLE	TOTAL for 1	\$11,607.33
	TOTAL FOR TWO VEHICLES	TOTAL for 2	\$23,214.66

CAMP SAFETY EQUIPMENT RESERVES THE RIGHT TO INVOICE ANY CUSTOMER FOR EQUIPMENT ORDERED AND RECEIVED IN THE EVENT THE CUSTOMER'S VEHICLE IS DELAYED FOR ANY REASON.

BY

ACCEPTED

DATE

RAC GRAPHIXS



PO BOX 139 SEVEN MILE ,OH. 45062-0139
 PHONE- 513.313.6264
 FAX- 513.726.5206

Date:
 1/26/2016

Price quote
 16CF126

Bill To:
 CITY OF FAIRFIELD

JOB:
 FORD EXPLORER

Qty	Stock #	Description	Unit Price	Total
1	1080RED	INSTALL RED WRAP TO FORD INSTALL GRAPHICS	\$1,850.00	\$1,850.00

RACGRAPHIXS.COM

Subtotal	\$1,850.00
Shipping	
Subtotal	\$1,850.00
Sales tax rate	
Sales tax on purchase	
Total	\$1,850.00

Make all checks payable to RAC GRAPHIXS
 If you have any questions concerning this invoice, please contact:
 Randy · 513.313.6264 EMIAL-randy@racgraphixs.com

Thank you for your business!

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 107-15 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, 2016, AND ENDING DECEMBER 31, 2016."

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

Section 1. Ordinance No. 107-15, the 2016 Appropriation Ordinance, is hereby amended in the following respects:

From: Unappropriated Capital Improvement Fund \$163,297

To: 40216025-252000 Improvements Other Than Building \$48,050
(Improvements to Miami Chapel Cemetery (\$35,050);
Upgrades to Fairfield Greens Golf Maintenance Facility
(\$13,000))

To: 40216025-253100 Automotive Equipment \$108,247
(Replacement Truck (Streets) and Truck Outfitting
(\$62,739); Replacement Fire Vehicle and Vehicle
Outfitting (\$45,508))

To: 40216025-253200 Capital Equipment \$7,000
(Upgrade TimeClock System)

From: Unappropriated Street Improvement Fund \$19,134

To: 40116025-252000 Improvements Other Than Building \$19,134
(Pavement Markings for Village Green Crosswalks)

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\2016\NonContractual 6-13 - Ord