

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

Monday, March 23, 2015

7:00 PM

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

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

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) Military Proclamation – KC Ray Corey
 - b) Proclamation – Dave Crouch, Public Utilities Director
7. **Public Hearing(s)**
8. **Mayor/Council Reports**
9. **Approval of Minutes**
 - a) Regular Meeting Minutes of March 9, 2015
10. **OLD BUSINESS**

(A) **DEVELOPMENT SERVICES COMMITTEE**
Bill Woeste, Chairman; Adam Jones, Vice Chairman, Mike Snyder, Member

- (1)  Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.
 - Ordinance – Third Reading
 - Motion – Adoption
- (2)  Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.
 - Ordinance – Third Reading
 - Motion – Adoption
- (3)  Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.
 - Ordinance – Third Reading
 - Motion – Adoption

11. NEW BUSINESS

(A) **COMMUNITY & PUBLIC RELATIONS COMMITTEE**

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

- (1) Simple Motion: Motion to appoint Mark Wendling as the City Manager effective May 1, 2015.
- (2) Ordinance to authorize the City Manager to enter into an Employment Agreement with Mark T. Wendling for the City Manager position.
 - Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption
- (3) Simple Motion: Boards & Commissions Appointments appoint the following residents to serve on Fairfield's boards and commissions **effective April 1, 2015**:

Richard Pestinger – Board of Building Appeals (Term expiring 3/31/2016)
Jack Wesseler – Board of Zoning Appeals (Term expiring 3/31/2020)
Richard Fox – Civil Service Commission (Term expiring 3/31/2018)
Zachery Ketring – Design Review Committee (Term expiring 3/31/2017)
Kert Radel – Design Review Committee (Term expiring 3/31/2017)
Dennis Smith – Fair Housing Board (Term expiring 3/31/2017)
Michael Weiler – Fair Housing Board (Term expiring 3/31/2018)
Arlene Bookbinder – Fair Housing Board (Term expiring 3/31/2018)
Craig Keller – Parks & Recreation Board (Term expiring 3/31/2018)
Dean Bruewer – Parks & Recreation Board (Term expiring 3/31/2018)
Thomas Hasselbeck – Planning Commission (Term expiring 3/31/2019)
Ronald D'Epifanio – Planning Commission (Term expiring 3/31/2019)
Dennis Gaige – Sourcewater Protection Appeals Advisory Board (Term expiring 12/31/2017)
Veronica Craig – Environmental Commission (Term expiring 3/31/2018)
Rita Rings – Environmental Commission (Term expiring 3/31/2018)
Adam Sackenheim – Environmental Commission (Term expiring 3/31/2018)
Judith Athey – Cultural Arts Advisory Commission (Term expiring 3/31/2018)
Victoria Bailey – Cultural Arts Advisory Commission (Term expiring 3/31/2018)
Darin Newcomer – Cultural Arts Advisory Commission (Term expiring 3/31/2018)

(B) **DEVELOPMENT SERVICES COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into an encroachment agreement with RTFD, LLC dba Skyline to temporarily use a portion of an existing surplus right-of-way for a parking lot and dumpster location.
 - Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
- (2) Ordinance amending ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the amended concept plan for the Village Green Planned Unit Development and the Final Development Plan for The Cove at Village Green Planned Unit Development.
 - Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Set Public Hearing for April 13, 2015

(C) **PUBLIC WORKS COMMITTEE**

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

(1) Ordinance to enter into a three (3) year contract with Contract Sweepers & Equipment for street sweeping services.

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

(2) Ordinance to enter into a three (3) year contract with Capital Electric Line Builders, Wagner-Smith Division for Traffic Signal Maintenance services and declaring an emergency.

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

(3) Ordinance to enter into a contract with Precision Concrete Cutting for the 2015 Sidewalk Repair Program.

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

(D) **PUBLIC UTILITIES COMMITTEE**

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

(1) Ordinance to authorize the City Manager to enter into contract with Franklin Miller, Inc. for the purchase of a Dimminutor Open Channel Comminutor to replace the existing JWC Environmental Channel Grinders 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**

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

(1) Contractual Appropriations - \$83,000 for the 2015 Sidewalk Repair Program; \$58,000 for the purchase of Dimminutor Open Channel Comminutor.

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

(2) Non-Contractual Appropriations - \$3,350 funding for temporary employee in Building and Zoning Division.

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

12. Meeting Schedule

Monday, April 13	Regular Meeting, 7:00 p.m.
Monday, April 27	Regular Meeting, 7:00 p.m.
Monday, May 11	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, MARCH 23, 2015
5:30 P.M.**

1. Capital Improvement Program (CIP) – Mary Hopton

MINUTES
REGULAR MEETING OF COUNCIL
MARCH 9, 2015

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 Snyder led the prayer and Pledge of Allegiance.

Roll Call

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

Agenda Modifications

No agenda modifications.

Executive Session Requests

No requests for Executive Session.

Special Presentations and Citizen Comments

Kim Nuxhall & Hallie Thompson - Fairfield Crystal Classic & Benefit Concert

Kim Nuxhall and Hallie Thompson invited the community to attend the Fairfield Crystal Classic at Fairfield High School on Saturday, March 21. They also invited everyone to attend a benefit concert on March 20 with "Straight No Chaser," to benefit the Joe Nuxhall Miracle League Fields. Kim Nuxhall thanked the city for their support of the Miracle League and noted that without the help he has received from everyone on staff and Council, the league would not be in existence today.

Public Hearing(s)

No public hearings.

Mayor/Council Reports

Councilmember Jones noted that prom season is coming up and reminded parents to have conversations with their children about the dangers and consequences of underage drinking, as well as drinking and driving.

Councilmember Judd reported that the new generator for the Wastewater plant will be installed this week and should be in operation by the end of the week. He also noted that the new water mains are being installed on Pleasant Avenue.

Councilmember Pennington announced that the annual Easter Egg-stravaganza will be Saturday, March 28 at Harbin Park, with activities beginning at 10:30 AM. She also noted that the Fairfield Historical Society newsletter is available and the first meeting will be on Thursday, with special guest Mike Condo.

Councilmember Senger noted that the deadline to file city income taxes is April 15. Also, if planning to

come in to the Tax office, the sooner the better, as the wait will increase the closer the deadline gets. He also reported that the CIP budget will be presented on March 23 at 5:30 PM.

Councilmember Oberson thanked the Public Works Department for their hard work with snow removal over the past couple of weeks. He also noted that the storm sewer on Pleasant, Nilles and River Rd. will be cleaned and may cause brief lane closures, and sidewalk repair letters have been sent out.

Councilmember Snyder thanked everyone for their participation in the boards and commissions process and noted that the appointments will be made at the next council meeting. He also announced that the mobile mammography van will visit the Fairfield School District in March and community member are welcome to sign up for an appointment. Dates are March 10-12 and 17-19. Appointments can be made by calling 686-3300 and selecting option 1.

Approval of Minutes

Regular Meeting Minutes of February 23, 2015

- The Regular Meeting Minutes of February 23, 2015 were approved as written

OLD BUSINESS

DEVELOPMENT SERVICES COMMITTEE

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

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map by approving the amended concept plan for the Patterson Place Planned Unit Development by approving the Final Development Plan for Senior Housing on Patterson Drive.

Councilmember Bill Woeste, seconded by Councilmember Mike Snyder moved to amend the ordinance per Planning Commission recommendation. Motion Carried 7-0.

Legislative Action: Councilmember Woeste presented the second reading of this ordinance. Councilmember Senger commented that this ordinance has been under consideration since November 10 and he would like to suspend the rules and move forward with a vote.

Councilmember Terry Senger, seconded by Councilmember Debbie Pennington moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Bill Woeste, seconded by Councilmember Mike Snyder moved to adopt. Motion Failed 2-5.

Mayor Miller called for a roll call vote. The vote was recorded as follows:

Councilmember Jones - No

Councilmember Judd - No

Councilmember Pennington - No

Councilmember Senger - No

Councilmember Oberson - No

Councilmember Snyder - Yes

Councilmember Woeste - Yes

Councilmember Senger commented that this ordinance has been under consideration for four (4) months, due to different issues that needed to be worked out, and he understands that the Planning Commission has recommended approval, however, he is opposed to the ordinance. He noted a study of EMS runs to these types of facilities in the city and that the number of EMS runs has approximately quadrupled, which puts a strain on the city emergency responders. He also noted the deplorable issues with other multi-family properties.

Councilmember Oberson commented that the community has told him that they are not in favor of more multi-family properties, that the city has enough of that, and he will be voting no based on that feedback.

Councilmember Woeste commented that he has received the opposite feedback and that he has made a point to discuss it with people in the community. He noted that the main concern was not the increase of EMS runs, because the city recoups a large percentage of that cost. He deferred to Development Services Director Tim Bachman for more details.

Mr. Bachman noted that all of these issues have been addressed in the agreement between the developer and the city, such as landscaping, masonry, age restrictions. He commented that the Planning Commission worked very hard to address all of these issues.

Councilmember Woeste noted that he has spoken to a lot of members of this age group that have told him that they want to stay in the city, but do not want to maintain a house anymore, and the option of upscale apartments appeals to them because there is nothing else like that in the city.

Councilmember Pennington commented that she has spoken to residents that do not want more multi-family in the city. She stated that it is a proven fact that owner-occupied properties hold their value and asked what will this property look like in ten (10) years?

Councilmember Snyder commented that it depends on the nature of multi-family property. He noted that this development will bring in the more mature crowd, rather than the younger, more mobile crowd that do not have commitments to the city. He feels that this development will fill a need that the city has.

Councilmember Judd commented that he went to other similar facilities to explore the need of this type of development and noted that the Waterford currently has nine (9) vacancies, so he does not see how a new development will fulfill any type of need.

Councilmember Woeste noted that the costs of the new development versus the Waterford are very different. Mr. Bachman commented that the price point quoted to the Planning Commission was \$900-\$1,200 per month for the new development and that the Waterford is nearly double that, and is the most similar property to the requested development because it is independent. He also noted that the development is both deed and zoning restricted to over age 55 and that the only way to change that is to come back to the city for approval.

Councilmember Woeste noted that there are 70 million baby boomers that will be looking for a place to live that is truly independent and the city should not turn their back on people that have lived here for 30-40 years.

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.

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

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.

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

Ordinance amending Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio, Section 1141.02, the City of Fairfield, Ohio, Zoning Map.

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

PUBLIC WORKS COMMITTEE

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

Ordinance to authorize the City Manager to enter into a one (1) year contract with options for years two (2) and three (3) with Adleta Construction of Cincinnati, Ohio for the 2015 Sidewalk/Apron Replacement Program.

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

Councilmember Chad Oberson, seconded by Councilmember Adam Jones moved to adopt . Motion Carried 7-0. ORDINANCE NO. 13-15. APPROVED 7-0.

Ordinance to authorize the City Manager to enter into a one (1) year contract with options for years two (2) and three (3) with Prus Construction of Cincinnati, Ohio for the 2015 Concrete Repair and Replacement Program.

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

Councilmember Chad Oberson, seconded by Councilmember Debbie Pennington moved to adopt . Motion Carried 7-0. ORDINANCE NO. 14-15. APPROVED 7-0.

NEW BUSINESS

PUBLIC SAFETY COMMITTEE

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

Simple Motion: Motion to approve liquor permit application in the name of KBJK, LLC, 7121 Dixie Highway, Fairfield, OH 45014. (Permit Classes: D5 & D6)

Councilmember Jones, seconded by Councilmember Pennington, moved to approve a liquor permit application in the name of KBJK, LLC. Motion carried 7-0. SIMPLE MOTION NO. 2-15. APPROVED 7-0.

FINANCE & BUDGET COMMITTEE

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

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

Ordinance to 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. 39-14 and all amendments thereto and declaring an emergency.

Background: City Manager Pizzano recommended the salary ordinance for municipal employees, which will increase rates of pay by 3%. He noted that this is done to remain competitive in the job market, as well as being part of the union contracts. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Marty Judd moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Marty Judd moved to adopt . Motion Carried 7-0. ORDINANCE NO. 15-15. APPROVED 7-0.

Ordinance to establish salaries and hourly rates for certain Municipal Court employees of the City of Fairfield, Ohio and to authorize and limit the numbers and types of certain Municipal Court employees to repeal Ordinance No. 34-14 and all amendments thereto and declaring an emergency.

Background: City Manager Pizzano recommended a salary ordinance for Municipal Court employees, which is the same as the previous ordinance, but just references court employees specifically. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Adam Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to adopt . Motion Carried 7-0. ORDINANCE NO. 16-15. APPROVED 7-0.

Non-Contractual Appropriations - \$11,200 for negotiation services for Rt. 4, S. Gilmore & Holden Intersection Improvements.

Background: City Manager Pizzano recommended an appropriation for negotiation services to be performed by Briggs Creative Services, LLC, who is already on the design team for the project and is prequalified with ODOT. The fees will be reimbursed 90%. Legislative Action: Councilmember Senger presented the first reading of this ordinance.

Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 7-0. Councilmember Terry Senger, seconded by Councilmember Chad Oberson moved to adopt . Motion Carried 7-0. ORDINANCE NO. 17-15. APPROVED 7-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- Monday, March 23 Council-Manager Briefing, 5:30 p.m.; Regular Meeting, 7:00 p.m.
- Monday, April 13 Regular Meeting, 7:00 p.m.
- Monday, April 27 Regular Meeting, 7:00 p.m.

Executive Session of Council (if needed)

No Executive Session.

Adjournment

The Regular Meeting of Council adjourned at 7:35 PM.

ATTEST:

Clerk of Council

Mayor's Approval

Date Approved _____

Item No. 11(A)(1)

City of Fairfield, Ohio City Council Meeting Communication

Date 2-9-15

Item:

An ordinance approving a change in zoning request from M-2, General Industrial District, to C-3, General Business District for Lot 3893 located at 5852 Dixie Highway.

Financial Impact:

None. This is a land use decision.

Synopsis:

The request is to change the zoning classification to C-3, General Business. The site is currently occupied by a used car and shed/barn sales lot (Carl's Fine Cars and Weaver Barns), which are not permitted uses in the M-2 Zoning District. The site has operated as a used car sales lot for many years and obtained a conditional use in 1986 from the Planning Commission.

Background:

The Comprehensive Plan designates Route 4 (Dixie Highway) as a major commercial corridor. As the corridor developed throughout the years the zoning classification changed to commercial; however, some parcels retained their original industrial zoning classification even though commercial uses occupied them. The City encourages these parcels to be rezoned to commercial in order to protect the integrity of Route 4 as a commercial corridor.

This parcel as well as two adjacent parcels (Production Tool Rental and Drive Time) on Route 4 are zoned M-2, but are occupied by commercial land uses. When Production Tool Rental submitted a Petition for Rezoning to C-3, the City realized this as an opportunity to change the zoning of both Drive Time and Carl's Fine Cars/Weaver Barns.

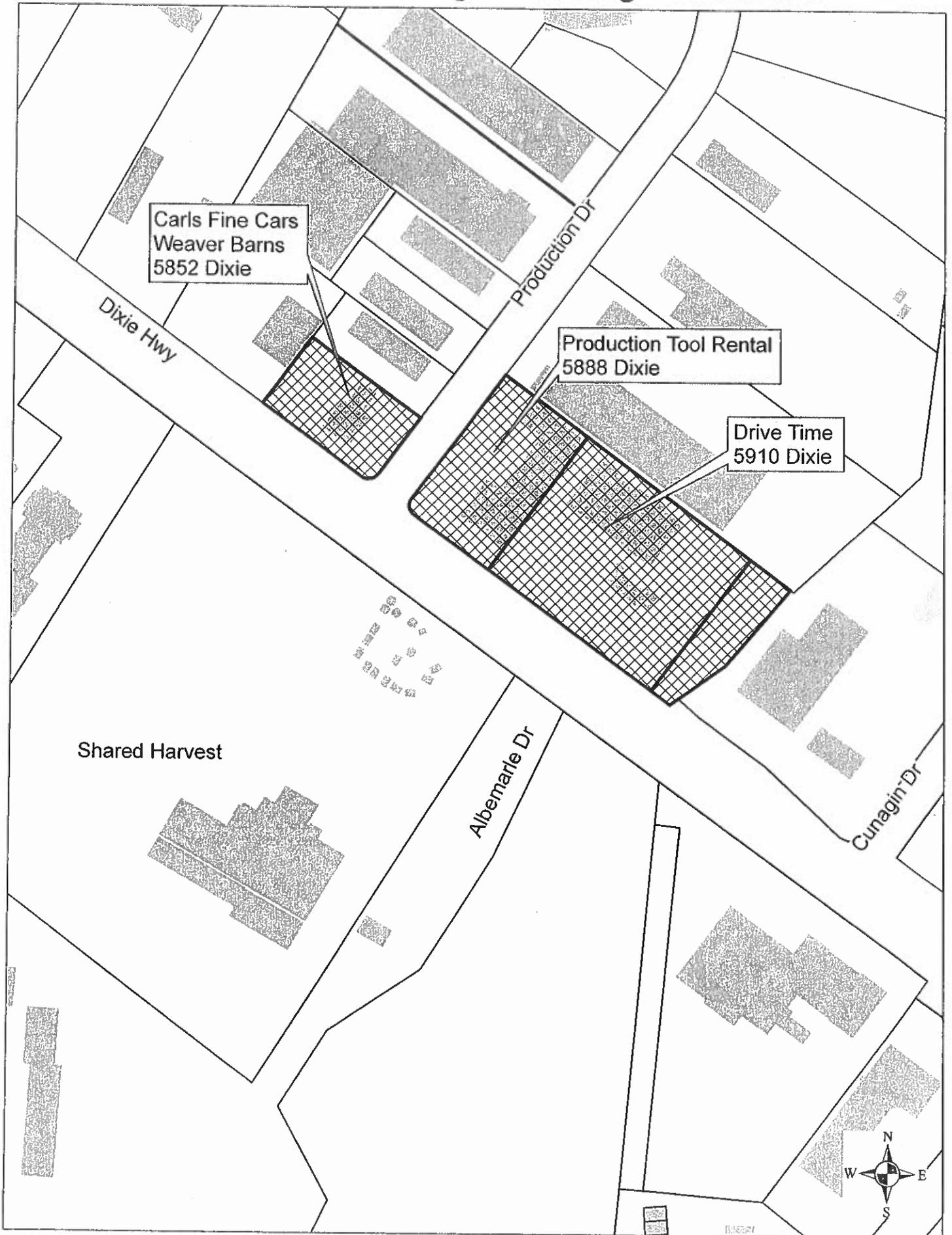
Recommendation:

It is recommended that City Council have first reading on this item at the February 9, 2015 meeting, set the public hearing for February 23 and await the written recommendation from the Planning Commission.

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

Prepared by: Eri Davis Planning manager
Approved for Content by: Wendy Beckman
Financial Review (where applicable) May 9/15
Legal Review (where applicable) J. W. Clemmons
Accepted for Council Agenda: Alisa Wilson

Proposed Change in Zoning - M-2 to C-3



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE
CODIFIED ORDINANCES OF FAIRFIELD, OHIO,
SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO,
ZONING MAP.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of Lot 3893 located at 5852 Dixie Highway, Fairfield, Ohio from its present M-2 General Industrial District to C-3, General Business District.

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

Item No. 11022

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

Date 2-9-15

Item:

An ordinance approving a change in zoning request from M-2, General Industrial District, to C-3, General Business District for Lots 407 & 408 located at 5910 Dixie Highway.

Financial Impact:

None. This is a land use decision.

Synopsis:

The request is to change the zoning classification to C-3, General Business. The site is currently occupied by a used car sales lot (Drive Time), which is not a permitted use in the M-2 Zoning District. The site has operated as a used car sales lot for many years, in 2011 Drive Time obtained a conditional use from the Planning Commission.

Background:

The Comprehensive Plan designates Route 4 (Dixie Highway) as a major commercial corridor. As the corridor developed throughout the years the zoning classification changed to commercial; however, some parcels retained their original industrial zoning classification even though commercial uses occupied them. The City encourages these parcels to be rezoned to commercial in order to protect the integrity of Route 4 as a commercial corridor.

This parcel as well as two adjacent parcels (Production Tool Rental and Carl's Fine Cars/Weaver Barns) on Route 4 are zoned M-2, but are occupied by commercial land uses. When Production Tool Rental submitted a Petition for Rezoning to C-3, the City realized this as an opportunity to change the zoning of both Drive Time and Carl's Fine Cars/Weaver Barns.

Recommendation:

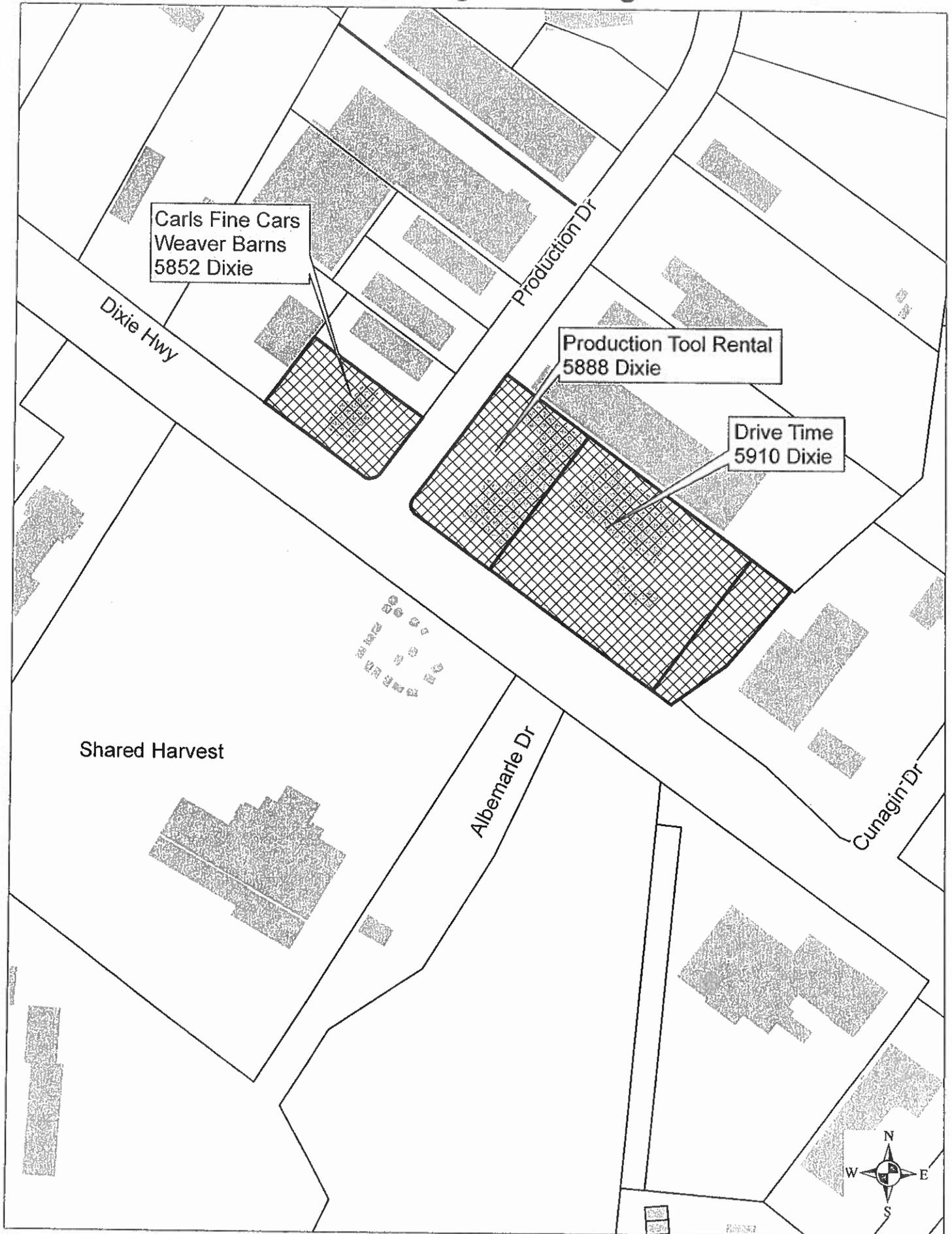
It is recommended that City Council have first reading on this item at the February 9, 2015 meeting, set the public hearing for February 23 and await the written recommendation from the Planning Commission.

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

No.
No.

Prepared by: Eric Doria Planning Manager
Approved for Content by: Tawny P. B. [Signature]
Financial Review (where applicable) Mary [Signature]
Legal Review (where applicable) [Signature]
Accepted for Council Agenda: Alicia Wilson

Proposed Change in Zoning - M-2 to C-3



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE
CODIFIED ORDINANCES OF FAIRFIELD, OHIO,
SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO,
ZONING MAP.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of Lots 407 and 408 located at 5910 Dixie Highway, Fairfield, Ohio from its present M-2 General Industrial District to C-3, General Business District.

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

Item No. 11(A)B

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

Date 2-9-15

Item:

An ordinance approving a change in zoning request from M-2, General Industrial District to C-3, General Business District for Lot 3901 located at 5888 Dixie Highway.

Financial Impact:

None. This is a land use decision.

Synopsis:

The request is to change the zoning classification to C-3, General Business, to allow uses permitted in this zoning district to occupy the site. The site is currently occupied by Production Tool Rental, which has uses that are both commercial and industrial.

Background:

The Comprehensive Plan designates Route 4 (Dixie Highway) as a major commercial corridor. As the corridor developed throughout the years the zoning classification changed to commercial; however, some parcels retained their original industrial zoning classification even though commercial uses occupied it. The City encourages these parcels to be rezoned to commercial in order to maintain and promote the corridor as a regional shopping destination.

Recommendation:

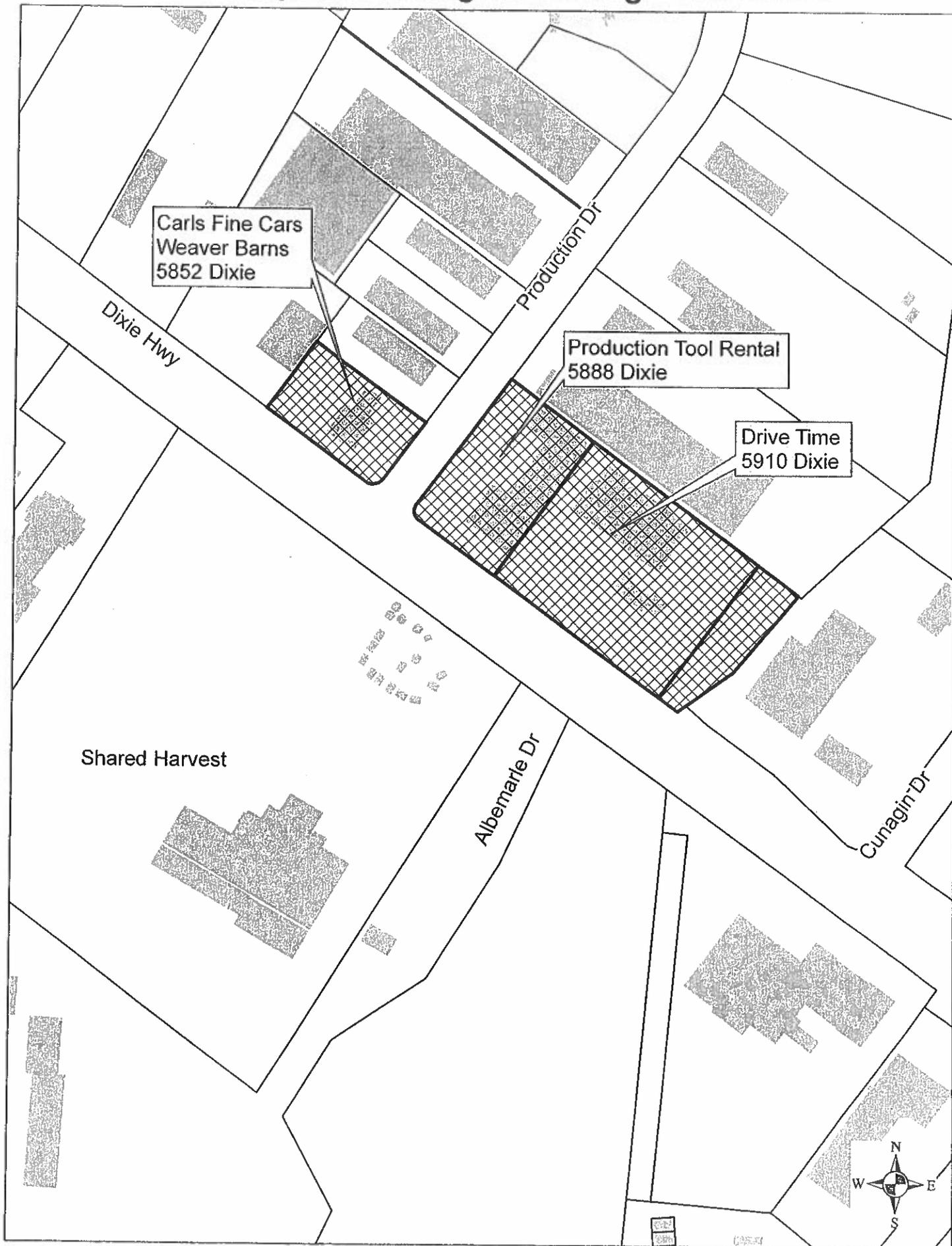
It is recommended that City Council have first reading on this item at the February 9, 2015 meeting, set the public hearing for February 23 and await the written recommendation from the Planning Commission.

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

No.
No.

Prepared by: Erin Donnan Planning Manager
Approved for Content by: Timothy J. Decker
Financial Review (where applicable): Maui Hoop
Legal Review (where applicable): J. H. Clemens
Accepted for Council Agenda: Resolution

Proposed Change in Zoning - M-2 to C-3



ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 166-84, THE
CODIFIED ORDINANCES OF FAIRFIELD, OHIO,
SECTION 1141.02, THE CITY OF FAIRFIELD, OHIO,
ZONING MAP.

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by changing the zoning classification of Lot 3901 located at 5888 Dixie Highway, Fairfield, Ohio from its present M-2 General Industrial District to C-3, General Business District.

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

DEPARTMENTAL CORRESPONDENCE

City
of
Fairfield



TO Mayor Miller and City Councilmembers
FROM Scott Lepsky, Chairman, Planning Commission

SUBJECT PLANNING COMMISSION RECOMMENDATION

DATE 02/26/15

Please be advised at the Planning Commission meeting held on Wednesday, February 25, 2015, the Planning Commission voted 5 – 0 in favor of recommending approval of the proposed rezoning of the following lots:

- Lot 407, 5910 Dixie Hwy.
- Lot 3901, 5888 Dixie Hwy.
- Pt. Lot 3893, 5852 Dixie Hwy.

The zoning on the three lots was changed from M-2, General Industrial District, to C-3, General Business District.

Scott Lepsky, Chairman
Fairfield Planning Commission

lkm

Attachment

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

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

DATE: March 23, 2015

ITEM:

Simple motion to appoint Mark T. Wendling as City Manager effective May 1, 2015 and an ordinance to authorize an agreement with Mark T. Wendling to serve as City Manager.

FINANCIAL IMPACT:

Since this is a replacement position, there will not be an impact on the City's budget or current appropriations.

SYNOPSIS:

This ordinance will authorize the agreement for Mr. Wendling to serve as City Manager upon the terms provided in the attached agreement.

BACKGROUND:

This agreement is necessary to provide for the replacement of Arthur E. Pizzano who has announced his retirement to be effective May 1, 2015. Council has determined that Mr. Wendling should be appointed as his successor.

RECOMMENDATION:

It is recommended that Council adopt an ordinance authorizing an agreement with Mark T. Wendling to serve as City Manager effective May 1, 2015. Rules suspension is requested so that the ordinance will be effective before May 1, 2015. The simple motion does not require rules suspension but will make the appointment of Mr. Wendling effective May 1, 2015.

LEGISLATIVE ACTION:

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

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

Prepared by: John H. Clemmons

Approved for Content by: John H. Clemmons

Financial Review (where applicable): May Hays

Legal Review (where applicable): John H. Clemmons

Accepted for Council Agenda: Heather Wilson

MANAGER EMPLOYMENT AGREEMENT

This AGREEMENT, which takes effect on the 1st day of May, 2015, by and between the City of Fairfield, Ohio, an Ohio municipal corporation, hereinafter referred to as "City", and Mark T. Wendling, hereinafter referred to as "Manager".

WITNESSETH

WHEREAS, the City desires to employ the services of Mark T. Wendling as City Manager of the City of Fairfield, as provided by Article VI of the Charter of the City of Fairfield, Ohio; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Manager; and

WHEREAS, it is the desire of the City Council (1) to retain the services of Manager and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Manager's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager, and (4) to provide a just means for terminating Manager's services at such time as he may be unable fully to discharge his duties or when City may desire to otherwise terminate his employment; and

WHEREAS, Manager desires to retain employment as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to employ Mark T. Wendling as City Manager of said City to perform the functions and duties specified in Article VI and elsewhere in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Manager at any time in accordance with Section 6.01(A) of the Fairfield City Charter, subject only to the provisions set forth in Paragraph D of this Section and/or Section 3, Paragraphs A and B, of this Agreement as hereinafter provided.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at anytime from his position with the City, subject only to the provision set forth in Paragraph C of Section 3 of this Agreement.

C. This Agreement shall be effective upon the execution hereof and continue through April 30, 2018. This Agreement may be extended on the same terms and conditions as herein provided or as the parties may otherwise agree. Unless written notice of non-renewal signed by a majority of the members of City Council is delivered to Manager before May 1 of the last year of the original or any renewal term of this agreement, the term shall automatically extend for a period of one (1) additional year and shall so automatically extend for one (1) additional year each successive May 1 unless the parties otherwise agree to a different term.

D. Notice of non-renewal or termination by the City shall be in writing delivered by certified mail, return receipt requested, or personal delivery. Written notice of non-renewal or termination by City shall require the signatures of a majority of the members of City Council. If Manager receives a written notice signed by the majority of the members of City Council and delivered as provided hereinabove, stating City Council's intention to terminate Manager's employment on a date less than six (6) months after the delivery of such notice, and Manager thereafter resigns within such stated period of less than six (6) months, it shall be considered an involuntary termination for purposes of calculating severance compensation under Section 3 hereof.

Section 3. Termination and Severance Compensation

A. In the event Manager is terminated by the City Council during such time that Manager is willing and able to perform the duties of City Manager, then in that event the City agrees to pay Manager a lump sum cash payment in an amount equal to six (6) months aggregate then current salary and the then current costs of six (6) months of: Manager's family health and dental benefits coverage, life insurance and deferred compensation, along with payment for all then accrued vacation, sick and personal leave. If written notice of non-renewal is provided at least one (1) year prior to end of the original or any renewal term, the severance compensation provisions of this Paragraph shall not apply to a termination by City Council at the end of such term. Provided, further, that in the event Manager is terminated because of his conviction of any illegal act involving personal gain to him or moral turpitude on his part, then in that event, City shall have no obligation to pay the aggregate severance sum or provide health and dental or other benefits as designated in this paragraph. In the event that Manager is terminated by City because he is charged with an illegal act involving personal gain to him or moral turpitude on his part, of which charge Manager is subsequently convicted, Manager shall be required and City shall be entitled to the immediate repayment by Manager of all severance sums and benefit costs paid by the City to Manager under the provisions of this paragraph.

B. In the event the City at any time during the employment term reduces the salary or other benefits of Manager in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice, to comply with any other provision benefiting Manager herein, or Manager resigns following a written suggestion, whether formal or informal, by the majority of the City Council that he resign, then, in that event, Manager may at his option, be deemed to be "terminated" at the

date of such reduction or such refusal to comply within the meaning and context of the severance compensation provisions stated herein.

C. In the event Manager voluntarily resigns his position with the City, then Manager shall give the City thirty (30) days notice in advance in writing.

Section 4. Salary

City agrees to pay Manager for his services rendered pursuant hereto an annual base salary of \$145,000.00, payable in installments at the same time as other employees of the City are paid, beginning on or about May 1, 2015, to coincide with Manager's payroll period.

In addition, City agrees to increase said base salary and/or other benefits of Manager in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review or otherwise.

Section 5. Hours of Work

A. It is recognized that Manager must devote a great deal of his time outside normal office hours to the business of the City, and to that end, Manager will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours, provided that Manager fulfills his duties as Manager.

B. Manager shall not engage in teaching, consulting, or other non City-connected business without the express prior approval of the City Council.

Section 6. Automobile Allowance

Manager shall provide a suitable personal vehicle for his use in conducting City business. All costs of providing and operating that personal vehicle, including, but not limited to, fuel, maintenance and insurance shall be paid by Manager. City shall be named as an additional insured on the insurance policy provided by Manager in an amount of at least \$1,000,000.00 combined single limit coverage, said policy to be acceptable to the City Law Director. The cost, if any, of naming the City as an additional insured on said policy shall be paid by the City. City shall pay Manager the sum of \$500.00 per month for the provision and use of his personal vehicle as provided herein. Such allowance may be adjusted periodically as agreed between the parties. City shall provide a mobile telephone allowance consistent with City policy.

Section 7. Dues and Subscriptions

City agrees to budget and to pay the professional dues and subscriptions of Manager necessary for his continuation and full participation in national, regional, state, and local City Manager associations. Dues and subscriptions for other organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City may be approved by City Council.

Section 8. Professional Development

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of Manager and to adequately pursue necessary official and other functions for the City, including, but not limited to, the Annual Conference of the International City Management Association, the Ohio City Management Association, and such other national, regional, state, and local governmental groups and committees thereof of which Manager serves as a member.

B. City also agrees to budget and pay for the travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

C. Payment under this Section 8 shall be in accordance with applicable City ordinance and attendance at meetings or seminars involving overnight stay or travel.

Section 9. General Expenses

City recognizes that certain expenses of a non-personal and generally job affiliated nature are incurred by Manager, including but not limited to, annual dues for one (1) local service club of Manager's choice, and hereby agrees to reimburse or to pay said general expenses, and the City Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt statements, or personal affidavits.

Section 10. Vacation

Manager shall receive paid vacation in accordance with the Fairfield Codified Ordinances in effect on the original effective date of this agreement except that Manager shall receive additional vacation seniority credit for his actual out-of-state public management work experience up to a maximum of five (5) additional years of vacation seniority credit.

Section 11. Health, Dental and Other Benefits

City agrees to provide family dental, hospitalization, surgical, and comprehensive medical benefits for Manager and his dependents equal to and upon the same terms as are provided other full-time City employees by ordinance. Manager shall be entitled to personal liability insurance reimbursement and annual physical cost reimbursement as a management employee per City ordinance. City agrees to provide to Manager term life insurance on Manager's life in an amount equal to two times the Manager's annual base salary.

Section 12. Retirement

A. City agrees to make regular periodic payments to the Ohio Public Employees Retirement System (OPERS) in the amount required of public employers by law and as provided for other full-time employees.

B. Manager shall be eligible for and receive from the City deferred compensation in the same amount and under the same terms and conditions as management employees of the City under City ordinance as exists on the original effective date of this agreement.

Section 13. Sick Leave

Twelve (12) days of annual sick leave will be granted to Manager. If there are unused sick leave accruals at the time of Manager's OPERS retirement from service to the City, said accruals shall be paid out at Manager's then prevailing hourly salary rate, (annual base salary ÷ 2080 hours). The City shall also annually in January of each year purchase and payout to Manager any sick leave hours of Manager in excess of nine hundred sixty (960) hours at Manager's then prevailing hourly salary rate.

Section 14. Other Benefits

Manager shall receive funeral leave, longevity pay, holidays, attendance incentive award and witness and jury duty pay as provided by Fairfield Codified Ordinances in effect as of the original effective date of this Agreement. Manager shall be annually credited with thirty-two (32) hours of personal leave on January 1 of each year to a maximum accumulation of sixty-four (64) hours at any specific time. In addition, Manager shall receive all other additional benefits which may be hereafter provided to all other full-time employees in general or management employees, except as otherwise specifically provided herein or as may otherwise be agreed to by the parties in the future. No part of any such personal leave or any other benefit (except as noted elsewhere in this Agreement) shall transfer to City from any previous employer of Manager.

Section 15. Relocation and Transition Expenses

Manager moved his permanent residence to the City of Fairfield previous to his initial appointment as City Manager, in accordance with the Fairfield City Charter.

Section 16. Annual Evaluation

City and Manager agree to an annual evaluation based upon mutually established goals, said evaluation to be accomplished on or about the end of each calendar year.

Section 17. Legal Defense and Indemnity

The City agrees that it shall defend, hold harmless, and indemnify the Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Manager in his individual capacity or in his official capacity as agent and employee of the City, provided the incident arose while the Manager was acting in good faith and not manifestly outside of the scope of his employment or official responsibilities. This indemnification includes all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, and also includes criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of the Manager while acting within the scope of the Manger's employment with the City and in the good faith belief that such conduct was lawful and in the best interest of the City. This paragraph does not include defense or indemnification for exemplary or punitive damages and does not include defense or indemnification for any criminal legal proceedings wherein the criminal act or omission alleged involves a culpable mental state on the part of the Manager which is, or is equivalent to, "purposely" or "knowingly" as those terms are defined in Ohio Revised Code Section 2901.22 (A) and (B) . The City's liability under this paragraph shall not exceed the amount provided by insurance purchased by the City for this purpose or the amount appropriated by the City for this purpose, whichever is greater. In no case will individual members of City Council be personally liable for indemnifying the Manager against such demands, claims, suits, actions, and legal proceedings. It is expressly recognized between the parties to this Agreement that the duty to provide for the defense of the Manager also applies to civil actions, administrative proceedings, or legal proceedings threatened or commenced by or on behalf of the State, or other political subdivision.

Section 18. Other Terms and Conditions of Employment

The City Council, after consultation with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

Section 19. Other Provisions

A. The text herein shall constitute the entire Agreement between the parties and may only be amended by future written Agreement of the parties. Upon its effective date, this Agreement shall supersede and replace any and all previous Agreements between the parties, which previous agreements shall be null and void.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

C. This Agreement shall be binding upon its execution by Manager and City.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. In the event that a disagreement arises between the parties concerning the application or interpretation of the terms of this Agreement and Manager prevails in a legal action brought in a court of competent jurisdiction to enforce the provisions of this Agreement, City shall reimburse Manager for the reasonable and necessary expenses of such litigation, including, but not limited to, attorney fees and court costs. The parties may also agree to mediation and/or arbitration of any such disagreement concerning the application or interpretation of the terms of this Agreement.

F. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio except that the specific provisions hereof shall prevail over any Ohio statutes which purport to limit such provisions.

G. This Agreement was expressly conditioned upon Manager's ability to perform the essential functions of the position of City Manager as shown by successfully passing a pre-employment medical exam and providing an appropriate drug screen test showing no illegal substances prior to the starting date of Manager's employment. The medical exam and drug screen were provided at City's expense and direction.

IN WITNESS WHEREOF, the City of Fairfield, Ohio has caused this Agreement to be signed and executed on its behalf by its Mayor and City Manager and Manager has for himself signed and executed this Agreement, both in triplicate. This Agreement shall be legally binding upon the latest date of signature by the two principal signors and the effective date shall be the day and year first stated above.

Signed in the presence of:

CITY OF FAIRFIELD, OHIO

By: _____
Mayor (Date)

By: _____
City Manager (Date)

MANAGER:

Mark T. Wendling (Date)

APPROVED AS TO FORM:

John H. Clemmons (Date)
Law Director
City of Fairfield, Ohio

CERTIFICATE

The undersigned, Finance Director of the City of Fairfield, Ohio, hereby certifies that funds to cover payment for services or supplies embodied in this Contract/Agreement are presently available or in the process of collection and that City Council has appropriated money for this purpose, and its remains encumbered.

Mary I. Hopton (Date)
Finance Director
City of Fairfield, Ohio

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER
INTO AN EMPLOYMENT AGREEMENT WITH MARK T.
WENDLING FOR THE CITY MANAGER POSITION.

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

Section 1. The City Manager is hereby authorized to enter into an employment agreement with Mark T. Wendling for the City Manager position in accordance with the agreement 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. _____

March 23, 2015

Item

Appointment of members to Fairfield's boards and commissions.

Financial Impact

None

Synopsis/Background

Each year on March 31, positions become available on Fairfield's various boards and commissions due to expiring terms of office. Advertising for the March 31 vacancies began on January 1, 2015 and concluded on February 13, 2015. The members of City Council interviewed applicants on March 7, 2014.

Recommendation

It is recommended that City Council, via simple motion, appoint the following residents to serve on the various boards and commissions **effective April 1, 2015**:

Richard Pestinger – Board of Building Appeals (Term expiring 3/31/2016)
Jack Wessler – Board of Zoning Appeals (Term expiring 3/31/2020)
Richard Fox – Civil Service Commission (Term expiring 3/31/2018)
Zachery Ketring – Design Review Committee (Term expiring 3/31/2017)
Kert Radel – Design Review Committee (Term expiring 3/31/2017)
Dennis Smith – Fair Housing Board (Term expiring 3/31/2017)
Michael Weiler – Fair Housing Board (Term expiring 3/31/2018)
Arlene Bookbinder – Fair Housing Board (Term expiring 3/31/2018)
Craig Keller – Parks & Recreation Board (Term expiring 3/31/2018)
Dean Bruewer – Parks & Recreation Board (Term expiring 3/31/2018)
Thomas Hasselbeck – Planning Commission (Term expiring 3/31/2019)
Ronald D'Epifanio – Planning Commission (Term expiring 3/31/2019)
Dennis Gaige – Sourcewater Protection Appeals Advisory Board (Term expiring 12/31/2017)
Veronica Craig – Environmental Commission (Term expiring 3/31/2018)
Rita Rings – Environmental Commission (Term expiring 3/31/2018)
Adam Sackenheim – Environmental Commission (Term expiring 3/31/2018)
Judith Athey – Cultural Arts Advisory Commission (Term expiring 3/31/2018)
Victoria Bailey – Cultural Arts Advisory Commission (Term expiring 3/31/2018)
Darin Newcomer – Cultural Arts Advisory Commission (Term expiring 3/31/2018)

LEGISLATIVE ACTION:

SIMPLE MOTION

Prepared by: Alicia Wilson

Approved for Content by: Alicia Wilson

Financial Review (where applicable) by: Mary Hays

Legal Review (where applicable) by: John Gumbert

Accepted by Council Agenda: Alicia Wilson

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

Date 3-23-15

Item:

An ordinance authorizing the City Manager to enter into an encroachment agreement with Skyline to temporarily use a portion of an existing surplus right-of-way for a parking lot and dumpster location.

Financial Impact:

There is no financial impact with this request.

Background:

Skyline is desirous to move their southern Route 4 location to the corner of Route 4 and Mack Rd. where the former Peruvian restaurant was once located. They will be adding a Bargas Tap and Grill adjacent to the Skyline building. Bargas is currently in Springdale and will relocate their facility. As part of the site plan approval at the Planning Commission, the applicant has expressed interest to use surplus right-of-way to park less than ten cars and construct a dumpster screen and plant landscaping.

Synopsis:

The attached draft agreement incorporates encroachment termination for public purpose, private financial commitment for construction, and additional parking for the proposed project.

Recommendation:

It is recommended that City Council have first reading at the 3/23/15 meeting.

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

No.
No.

Prepared by: Timothy Bealman
Approved for Content by: Timothy Bealman
Financial Review (where applicable): May Hogg
Legal Review (where applicable): John H. Clemmons
Accepted for Council Agenda: Michael Stone

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT entered into this ___ day of ____ 2015, by and between the City of Fairfield, Ohio (hereinafter referred to as "CITY") and RTFD, LLC (hereinafter referred to as "BUSINESS").

WITNESSETH

WHEREAS, BUSINESS wishes to develop lot 5974 addressed as 7105 Dixie Hwy. located at the southwest corner of Mack Rd. and Route 4, and

WHEREAS, BUSINESS has presented a plan (Exhibit 1) which was reviewed and approved by the Planning Commission on January 28, 2015, and

WHEREAS, there is a portion of property south of the site comprised of .091+/- acres labeled "LEASE AREA" (hereinafter referred to as LEASE AREA), which is existing right-of-way. BUSINESS would like to use LEASE AREA to park cars, construct a dumpster location, dumpster screen, and construct a driveway approach to the access road, and

WHEREAS, CITY wishes to allow BUSINESS to expand but also to preserve the right-of-way for future public purposes if ever needed, and

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, CITY and BUSINESS agree as follows:

BUSINESS shall:

1. Construct at its cost, the site improvements as illustrated within LEASE AREA in Exhibit 1, which include the striping of parking stalls, construction of curbing, construction of a dumpster screen and construction of a driveway approach to the access road.

2. The dumpster screen will be constructed of masonry material consistent with the materials as used on the façade of the principal structure for the proposed building at 7105 Dixie Hwy.
3. A Landscape Plan will be submitted for CITY review and approval illustrating landscape species and sizes of landscape to be planted around the dumpster screen.
4. Remove and replace dead plant material around the dumpster screen and apply appropriate herbicides and pesticides as required. The landscaped beds are to be kept free of weeds and the mulch within the beds is to be seasonally replaced and maintained. Plant replacement shall occur thirty (30) days after the plant(s) die, provided that in the event the plant(s) die during the period of October through February, plant replacement shall occur no later than the immediately following month of April and must conform to the approved landscape plan. If plantings and mulch are not replaced or maintained per the above requirement within 30 days of written notice by CITY to BUSINESS, CITY will contract for the work and place the cost of the work plus a \$100.00 administrative fee as a lien on the property at 7105 Dixie Hwy. owned by BUSINESS in accordance with standard property maintenance procedures of the CITY.
5. Vacate premises only by written order from CITY to BUSINESS if LEASE AREA is needed for future public purpose. CITY will have sole discretion regarding use of all or any part of LEASE AREA for future public purpose. BUSINESS and/or future owners, successors, assigns, agents or tenants agree and will be required to vacate the premises upon the conveyance of such order. Any costs associated with vacating the premise will be solely BUSINESS'S responsibility should the need arise.

CITY shall:

1. Allow BUSINESS to make modifications within the right-of-way as per Exhibit 1 subject to the terms and conditions stated above.
2. Review and approve landscape plan meeting the intentions of a landscape buffer around the dumpster screen.

3. Periodically inspect LEASE AREA for compliance with above conditions.
4. Communicate to BUSINESS in writing the need for any or all portion of LEASE AREA for future public purpose.

Witness:

RTFD LLC

By: _____

David Hummel, Managing Member

Date: _____

City of Fairfield, Ohio

By: _____

Arthur E. Pizzano, City Manager

Date: _____

Per Ordinance No. ____-15

Approved as to form:

Law Director

City of Fairfield, Ohio

Approved as to content:

Development Services Director

City of Fairfield, Ohio

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH RTFD, LLC DBA SKYLINE TO TEMPORARILY USE A PORTION OF EXISTING SURPLUS RIGHT-OF-WAY FOR A PARKING LOT AND DUMPSTER LOCATION.

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

Section 1. The City Manager is hereby authorized to enter into an encroachment agreement with RTFD, LLC dba Skyline to temporarily use a portion of existing surplus right-of-way for a parking lot and dumpster location in accordance with the agreement on file in the office of the City Manager.

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

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

Date 3-23-15

Item:

An ordinance modifying the Concept Plan and approving a Final Development Plan for The Cove at Village Green; an 8-unit detached landominium residential project located at the intersection of City Center Drive and Corydale Drive.

Financial Impact:

There are always indirect financial impacts when debating changes in land-use.

Background:

The 1.6 acre site is currently vacant. The application requests permission to construct 8 detached single-family homes in a landominium configuration. There will be an open space/recreation area that is owned in percentage by the landominium owners. A Home Owners association will be formed to manage common areas and perform maintenance.

Synopsis:

The property is part of the Village Green Planned Unit Development and will be subject to the residential zoning restrictions for the entire development and any additional conditions as may be imposed. The density of this project is approximately 5 units to the acre. The site plan is attached as Exhibit 1.

Recommendation:

It is recommended that City Council have first reading at the 3/23/15 meeting, and set the public hearing for Monday, April 13, 2015.

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

No.
No.

Prepared by:

Trinity Buchanan

Approved for Content by:

Trinity Buchanan

Financial Review (where applicable)

Mary Hays

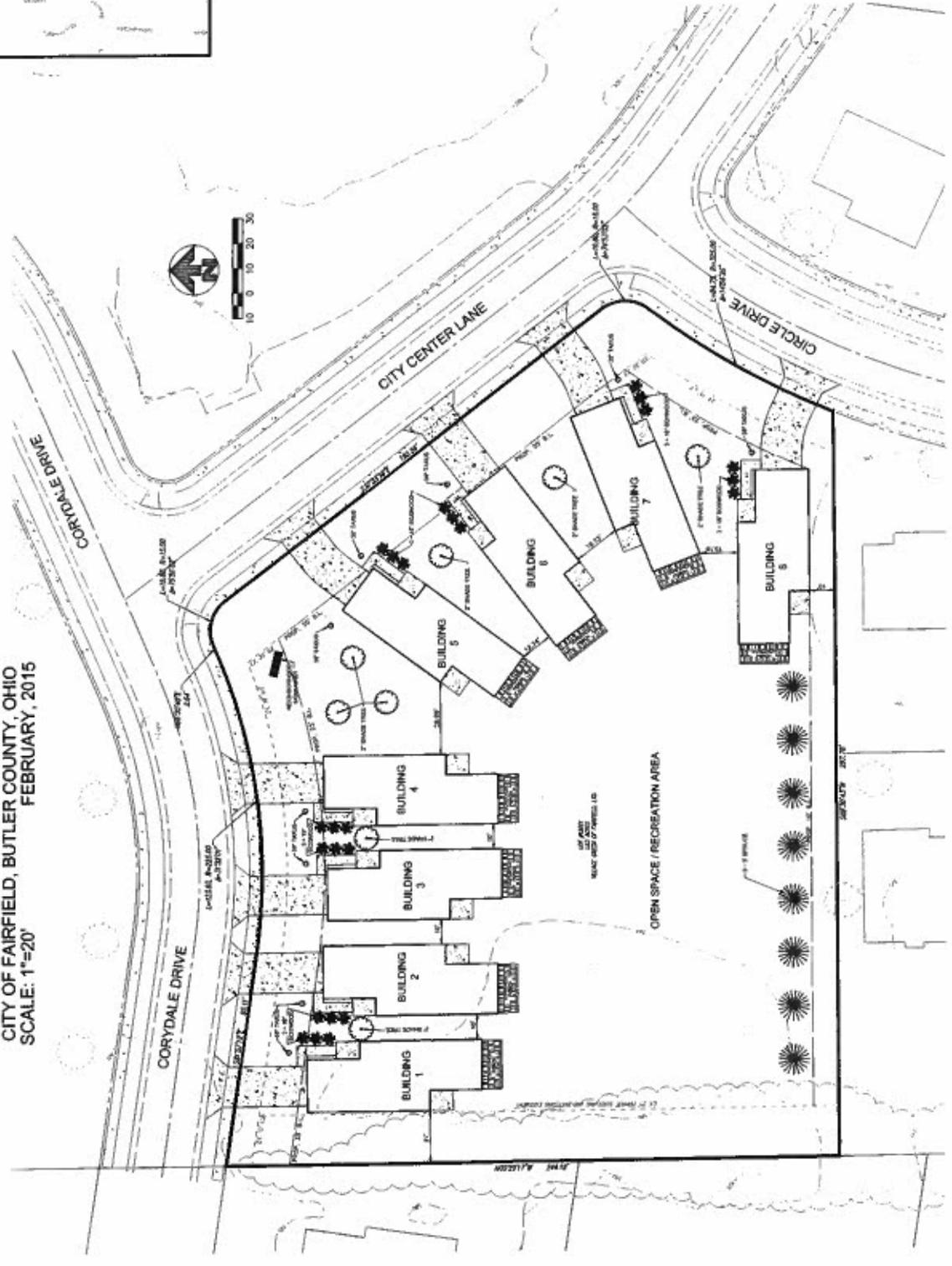
Legal Review (where applicable)

Eric A. Clemmons

Accepted for Council Agenda:

Alvin Bolton

**FINAL DEVELOPMENT PLAN
THE COVE AT VILLAGE GREEN**
SECTION 3, TOWN 1, RANGE 2
CITY OF FAIRFIELD, BUTLER COUNTY, OHIO
SCALE: 1"=20'



VICINITY MAP

OWNER & DEVELOPER
VILLAGE GREEN OF FAIRFIELD, LTD.
ATTN: PATRICK MERTEN
500 WESSILL DRIVE
FAIRFIELD, OHIO - 45014
(513)-459-9755

ENGINEER
RVP ENGINEERING, LLC
1000 W. WASHINGTON ST.
4333 MARKET CLERK
CINCINNATI, OHIO - 45241
(513)-403-1084

FINAL DEVELOPMENT PLAN
THE COVE AT VILLAGE GREEN
SECTION 3, TOWN 1, RANGE 2
CITY OF FAIRFIELD, BUTLER COUNTY, OHIO

SCALE: 1"=20'
DATE: FEBRUARY 17, 2015
DRAWN: SAO
CHECKED: SAO
DATE: FEBRUARY 17, 2015
JOB NO: 14074
SEE SHEET AT VILLAGE GREEN

Page 1 of 1

ORDINANCE NO. _____

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

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

Section 1. The official Zoning Map of the City of Fairfield, Ohio, which is incorporated into Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio, Section 1141.02, is hereby amended by approving the amended concept plan for the Village Green Planned Unit Development and the final development plan for the Cove at Village Green Planned Unit Development, a copy of which plan, including the written terms and conditions which constitute a material part thereof, is on file in the office of the Clerk of Council and which are incorporated herein by reference.

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

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____

Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

City of Fairfield
Bid Tabulation for "Street Sweeping Services"
Bid Opening: February 23, 2015, City of Fairfield Council Chambers

Contract Sweepers & Equipment 561 Short Street Columbus, OH 43215	DSS Sweeping Service 1520 Nicholas Road Dayton, OH 45417
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Base Bid	Bid Unit	1 Yr			2 Yrs			3 Yrs		
		1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs	1 Yr	2 Yrs	3 Yrs
Price Per Linear Foot of Street	Ln. Ft.	\$ 0.01339	\$ 0.01339	\$ 0.01339	\$ 0.012516	\$ 0.012516	\$ 0.012516	\$ 0.012516	\$ 0.012516	\$ 0.012516
Price Per Square Foot of Parking Lot	Surface Sq. Ft.	\$ 0.005047	\$ 0.005047	\$ 0.005047	\$ 0.0029500	\$ 0.0029500	\$ 0.0029500	\$ 0.0029500	\$ 0.0029500	\$ 0.0029500
Emergency Services / Hourly Rate	Hourly Rate	\$ 125.00	\$ 125.00	\$ 125.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
Pricing Schedule										
Weekly Sweeps (Red)		\$ 15,746.00	\$ 16,218.00	\$ 16,705.00	\$ 14,794.00	\$ 15,134.53	\$ 15,482.89	\$ 15,482.89	\$ 15,482.89	\$ 15,482.89
Bi-Weekly Sweeps (Yellow)		\$ 22,651.00	\$ 23,330.00	\$ 24,030.00	\$ 24,119.00	\$ 24,674.17	\$ 25,242.12	\$ 25,242.12	\$ 25,242.12	\$ 25,242.12
Monthly Sweeps (Green)		\$ 28,833.00	\$ 29,698.00	\$ 30,589.00	\$ 29,513.00	\$ 30,192.33	\$ 30,887.29	\$ 30,887.29	\$ 30,887.29	\$ 30,887.29
Parking Lots (13) (Green)		\$ 2,731.00	\$ 2,813.00	\$ 2,897.00	\$ 2,856.00	\$ 2,921.74	\$ 2,988.99	\$ 2,988.99	\$ 2,988.99	\$ 2,988.99
Bi-Monthly Sweeps (Blue)		\$ 10,488.00	\$ 10,803.00	\$ 11,127.00	\$ 11,864.00	\$ 12,137.08	\$ 12,416.45	\$ 12,416.45	\$ 12,416.45	\$ 12,416.45
Parking Lots (3) (Blue)		\$ 186.00	\$ 191.00	\$ 197.00	\$ 735.00	\$ 751.92	\$ 769.23	\$ 769.23	\$ 769.23	\$ 769.23
Totals:		\$ 80,634.00	\$ 83,053.00	\$ 85,545.00	\$ 83,881.00	\$ 85,811.76	\$ 87,786.97	\$ 87,786.97	\$ 87,786.97	\$ 87,786.97

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH CONTRACT SWEEPERS & EQUIPMENT FOR STREET SWEEPING SERVICES.

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

Section 1. The City Manager is hereby authorized to enter into a three (3) year contract with Contract Sweepers & Equipment for street sweeping services in accordance with the bid on file in the office of the City Manager.

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

Passed _____
Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM NO. 11.12

DATE: 3/23/2015

ITEM:

Traffic Signal Maintenance Contract.

FINANCIAL IMPACT:

No financial impact at this time. Funding was approved with the 2015 operating budget.

SYNOPSIS:

The City continues to have a need for traffic signal maintenance services. This will be a time and material contract including labor rates, both regular and overtime hours as well as equipment rental and equipment purchase. The contractor is required to have qualified personnel as well as specific controller testing equipment as required to perform various repair services to the traffic signals in the City.

BACKGROUND:

Public Works advertised for bids on February 6th and 13th. Bids were opened on February 23, 2015 and due to the specialized nature of the work, only two bids were received. City staff reviewed the various equipment and labor rates and it was determined that Capital Electric was the most qualified bidder.

The current contract for Traffic Signal Maintenance is also with Capital Electric Line Builders, Wagner-Smith Division.

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to enter into a contract with the Capital Electric Line Builders, Wagner-Smith Division for Traffic Signal Maintenance Services for a period of three (3) years at the attached prices.

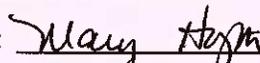
Rules Suspension and Emergency Provision are requested in order to ensure continuous operations with the current contract which expires on April 12.

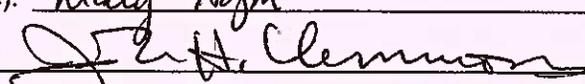
LEGISLATIVE ACTION: Suspension of Rules and Adoption Requested?
If yes, explain above. **yes no**

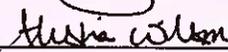
Emergency Provision Needed?
If yes, explain above. **yes no**

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 

City of Fairfield
 Bid Tabulation for "Traffic Signal Maintenance 2015-2017"
 Bid Opening: February 23, 2015

J. Ranck Electric, Inc.
 1993 Gover Parkway
 Mt. Pleasant, MI 48858

Labor By Class	1 Yr		2 Yr		3 Yr	
	Regular Rate	Time & Overtime Rate	Regular Rate	Time & Overtime Rate	Regular Rate	Time & Overtime Rate
1 Foreman	74.70	108.90	76.94	112.16	79.25	115.54
2 Journeyman Signal Tech	66.76	97.00	68.76	99.91	70.83	102.91
3 Journeyman Lineman	69.08	100.48	71.15	103.49	73.30	106.61
4 Apprentice	62.85	91.12	64.73	93.86	66.68	96.68
5 Signal Tech, Class III IMSA	74.70	108.90	76.94	112.16	79.25	115.54
6						

Equipment Description	1 Yr		2 Yr		3 Yr	
	Rate Per Hour		Rate Per Hour		Rate Per Hour	
1 Bucket Truck	64.75		68.00		71.50	
2 Digger/Derrick Truck	72.00		75.50		79.25	
3 Foreman/Work Truck	23.75		25.00		26.25	
4 Arrow Board	7.00		7.35		7.75	
5 Material Trailer	8.00		8.50		9.00	
6 Pole Trailer	15.00		15.75		16.50	
7 Reel Trailer	5.50		5.75		6.00	
8 Concrete Saw	10.00		10.50		11.00	
9						
10						
11						
12						

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH CAPITAL ELECTRIC LINE BUILDERS, WAGNER-SMITH DIVISION FOR TRAFFIC SIGNAL MAINTENANCE SERVICES 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 three (3) year contract with Capital Electric Line Builders, Wagner-Smith Division for Traffic Signal Maintenance services in accordance with the bid 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 current contract expires on April 12; 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 NO. 11(C)(3)

DATE: 03/23/2015

ITEM:

Sidewalk Repair – 2015 Sidewalk Program

FINANCIAL IMPACT:

\$83,000.00 from the General Fund (\$76,941.00 with a contingency of \$6,059.00).

SYNOPSIS:

This project is to perform the repair of sidewalk without removing entire concrete blocks. Precision Concrete Cutting uses cutting rather than grinding for a cleaner, neater, and quicker process. This process is a green solution that has less impact on landfills and also has less disruption to the public.

This project is to be used in conjunction with the 2015 Sidewalk Replacement Program. It is the City's intent to use this method whenever practical in an effort to save residents money and to limit inconvenience.

BACKGROUND:

This process was used last year with the 2014 program and had this company perform over 500 cuts. The process was widely accepted with very little negative feedback. The process was used in 2013 to perform nearly 100 cuts in the Village Green Park area and a few other locations near the Municipal building, annex building, etc. This project will bring sidewalk into ADA compliance while making these sidewalks safer and more accessible for the citizenry. This work will be done with far less disruption than with traditional concrete removal and replacement.

Staff has identified 1496 trip hazards to be cut which affects 969 addresses that will be able to take advantage of this method. The cutting method will result in a savings of more than 50% for most sidewalk block replacements. The City will send out a letter to residents advising them if their property will be one in which a block can be cut instead of replaced. The City will employ the cutting method when applicable unless the owner directs us to replace the block instead. They will have 60 days in which to complete the replacement themselves or to notify us that they would like to pay the additional expense for replacement rather than use the cutting method.

Staff has procured a quote from Precision Concrete Cutting for their proprietary process and worked with them to obtain the best price possible for City residents. Precision has agreed to hold last year's price of \$51.50 per cut.

STAFF RECOMMENDATION:

The staff recommends that City Council authorize the City Manager to enter into a contract with Precision Concrete Cutting of Cincinnati, Ohio for 2014 Sidewalk Repairs at the unit prices indicated.

It is recommended that City Council authorize an appropriation of \$83,000.00 from the General Fund (\$76,941.00 with a contingency of \$6,059.00) for sidewalk repair.

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: *Be [Signature]*

Approved for Content by: *David Butts*

Financial Review (where applicable): *Mary Hym*

Legal Review (where applicable): *John A. Commons*

Accepted for Council Agenda: *Heather Wilson*

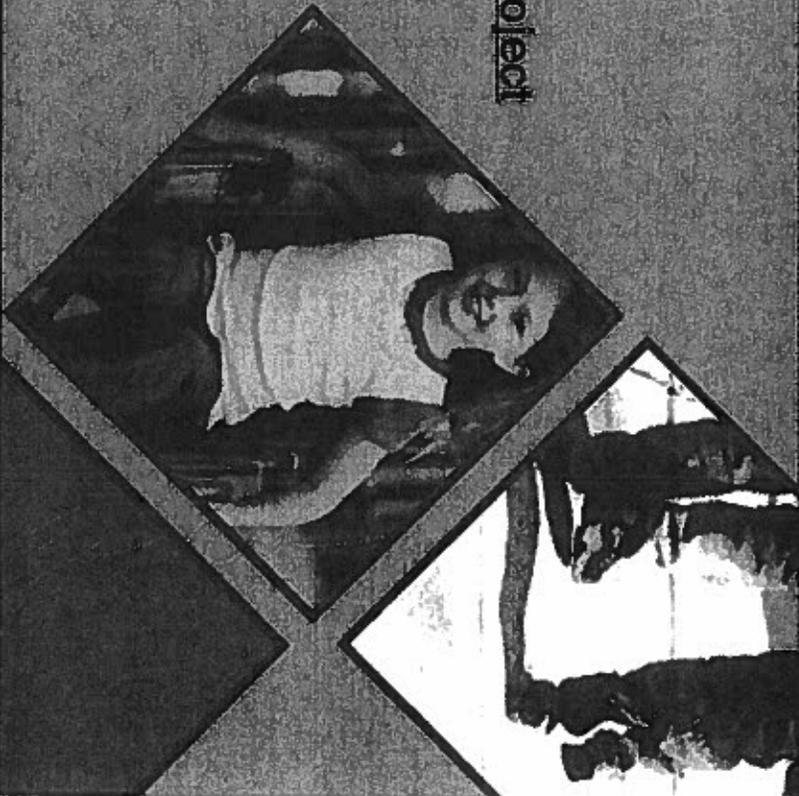


**SIDEWALK TRIP HAZARD REPAIR
PROPOSAL:**



2015

Sidewalk Project



Contact: Al Schwicke
Phone: 513-900-7364
als@safesidewalks.com



EXECUTIVE SUMMARY

Precision Concrete Cutting uses proprietary and patented cutting technology to repair trip hazards. Our work is guaranteed to offer the following benefits:

- **Cost Savings** - Remove trip hazards at a fraction of the cost of other methods.
- **ADA Compliance** - Approved and compliant with ADA standards.
- **Clean** - No mess left behind. No resident complaints.
- **Safety** - Decrease liability on your pedestrian walkways, increase safety.
- **Detailed Reporting** - Invoices show measurements, locations, and cost for each hazard.
- **Low Impact** - Average removal time is 20 minutes, no sidewalk closures.
- **Full Service Contractor** - Complete GIS integration, mapping, etc.



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service.

Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds).

Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



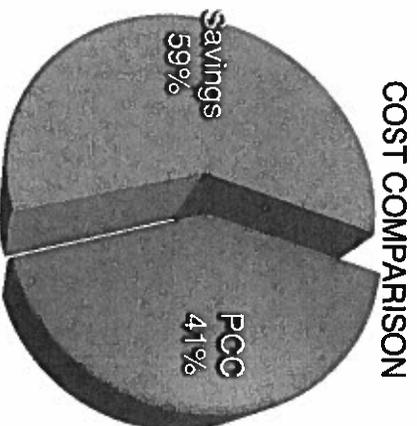
COST SAVINGS

Based on an average panel size and an estimated replacement cost, we estimate the cost to remove and replace 1496 trip hazards (approx. 29,920 square feet) is **\$188,496.00**.

Total cost using Precision Concrete Cutting is \$76,941.00, an estimated savings of \$111,555.00.

Project Summary:

Total Trip Hazard Repairs	1496
Cost Using R&R	\$188,496
<u>Cost Savings with PCC</u>	<u>\$ 111,555</u>
Cost Using PCC	\$ 76,941

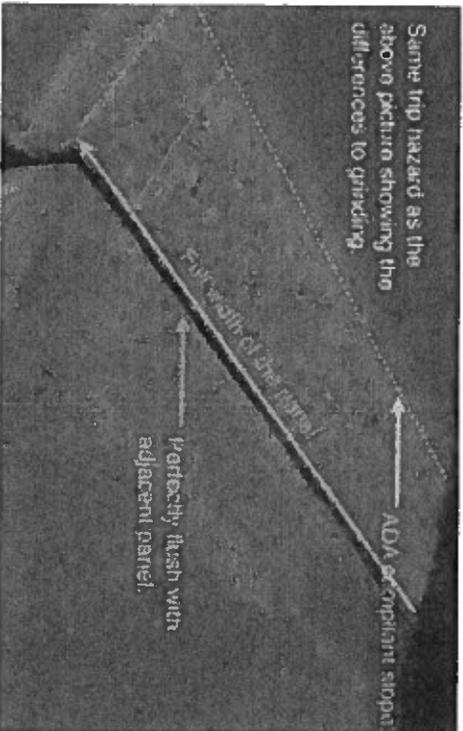
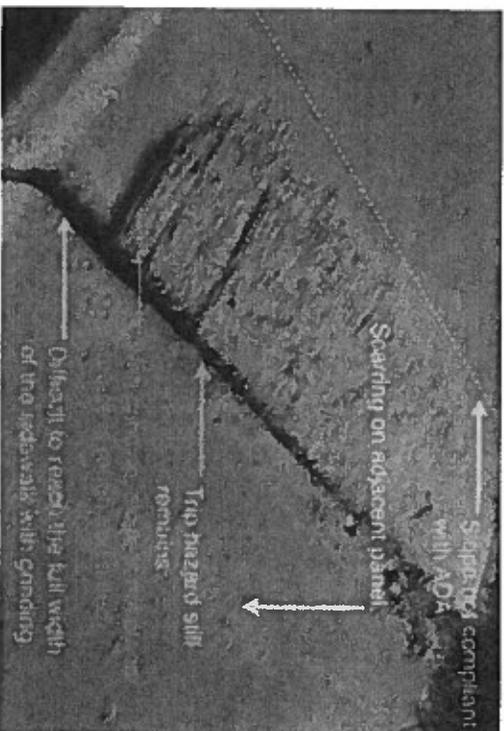


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WHY WE DON'T GRIND

The cost savings compared to grinding is important, but the biggest contrast to grinding is quality, aesthetics and ADA compliance.

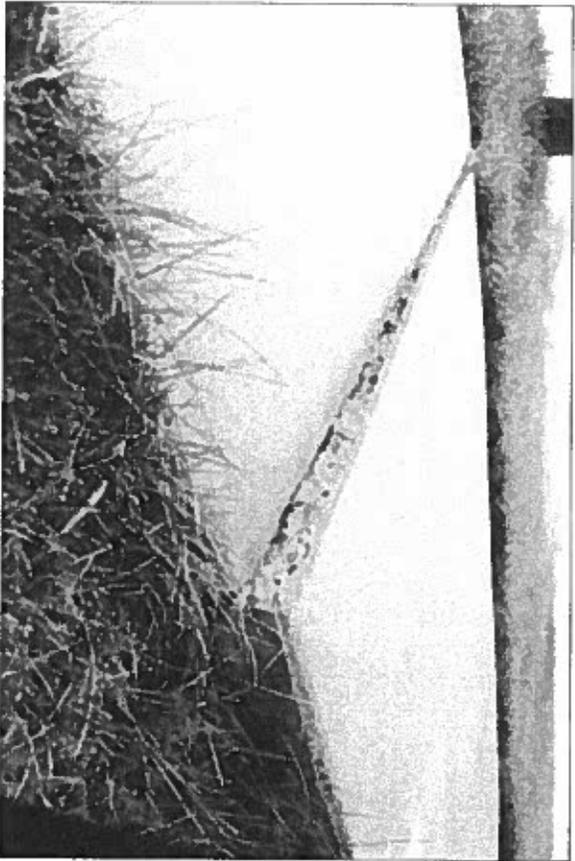
- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Doesn't comply with the ADA slope requirements
- Has no cost advantage
- Unable to remove hazards next to objects
- Hard to use on small trip hazards (under 3/8") and larger trip hazards (over 1 inch)
- Very slow process and generates lots of dust



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PRECISION CONCRETE CUTTING REPAIRS



Before

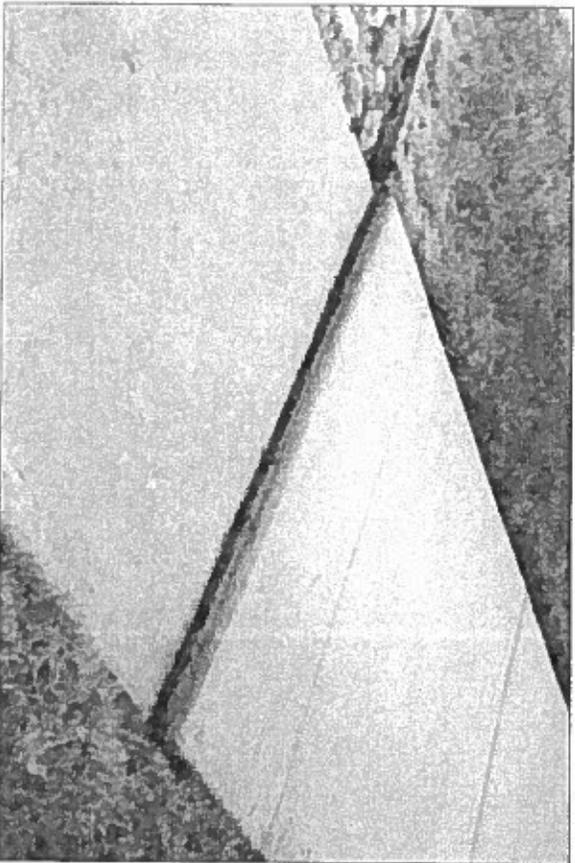


After Precision Concrete Cutting has completely and smoothly removed the trip hazard.

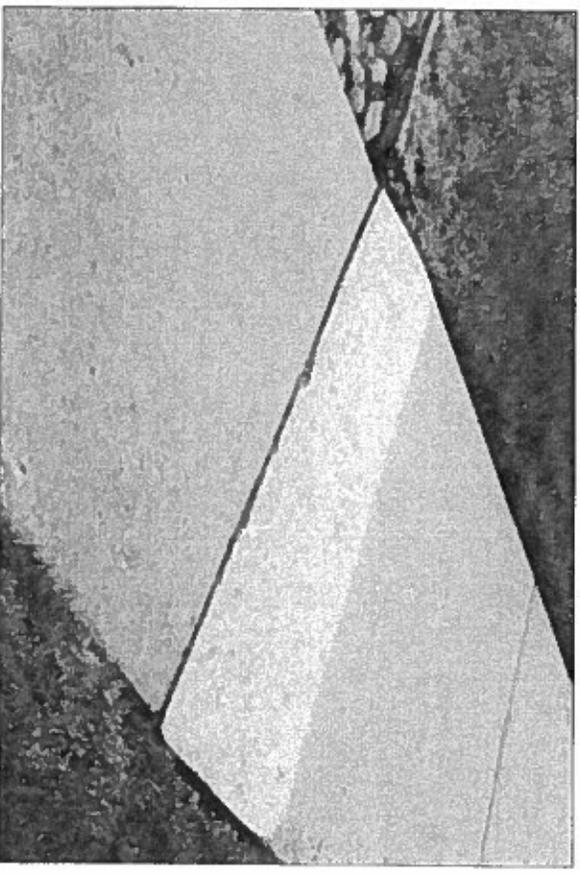
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PRECISION CONCRETE CUTTING REPAIRS



Before



After Precision Concrete Cutting has completely and smoothly removed the trip hazard.

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TOTAL ESTIMATE AMOUNT (2015)

Ben Mann - City Engineer

- 5350 Pleasant Ave.
- Fairfield, OH 45014
- (513) 867-4213
- bmanna@fairfield-city.org

All Hazards-1/2" and Above

- 1:8 Slope Ratio
- Dust Abatement Used
- ADA Compliance
- 100% Clean-up / Waste Removal
- 1496 Trip Hazards
- \$51.50/Hazard

Time Frame:

- 6 Weeks (est.)

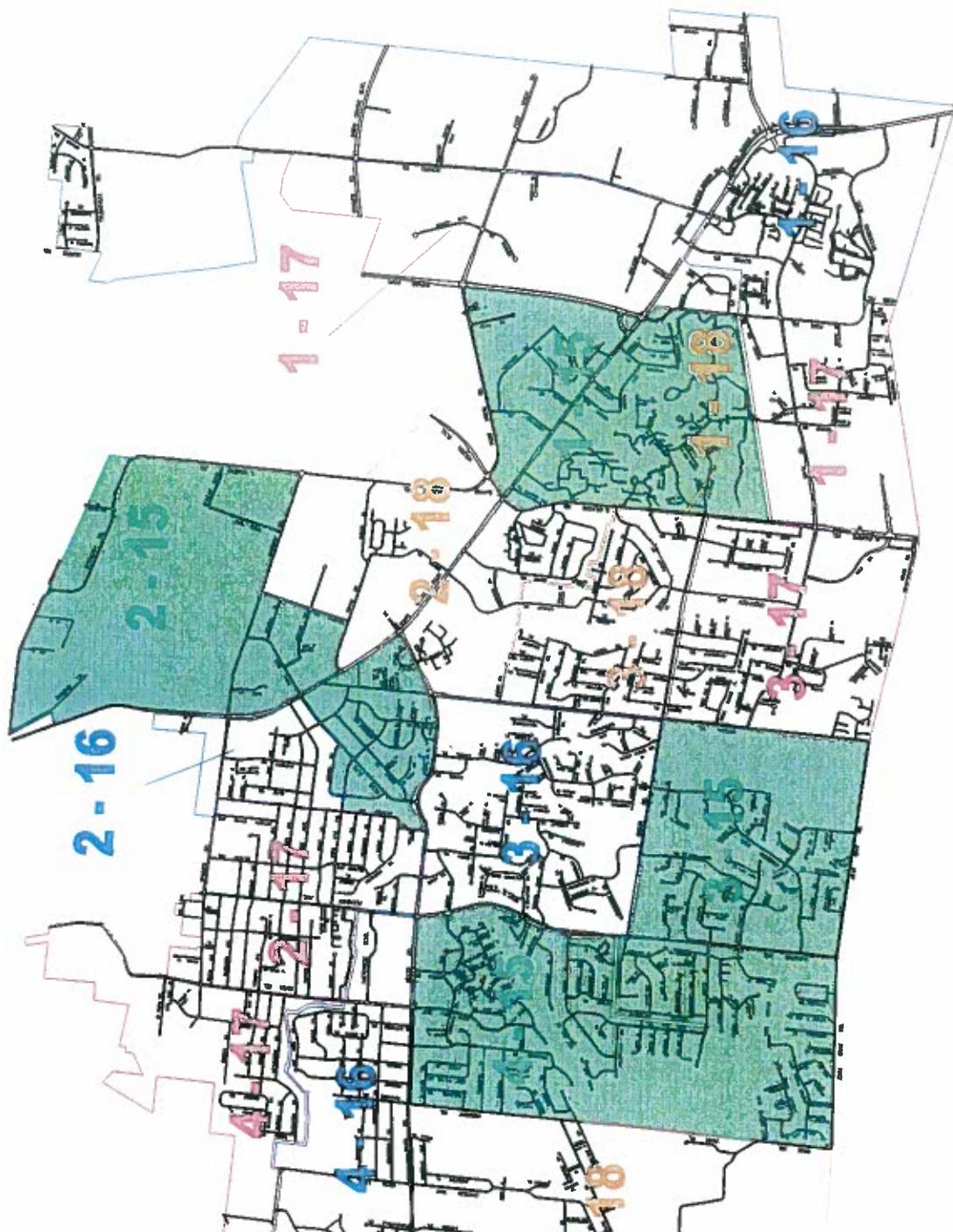
\$76,941.00

All options will be performed using our patented saw cutting technique resulting in an edge to edge repair of the sidewalk with a completely planar slope.

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

Sidewalk Replacement Program

- 2015
- 2016
- 2017
- 2018



 CITY OF FAIRFIELD <small>100 East Street, Fairfield, Ohio 43004-1000</small>	TITLE SHEET	JOB NO.
	SIDEWALK REPLACEMENT MAP FAIRFIELD, OHIO	DATE
		1/25/15
		SHEET NO.
		1/1

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRECISION CONCRETE CUTTING FOR THE 2015 SIDEWALK REPAIR PROGRAM.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Precision Concrete Cutting for the 2015 Sidewalk Repair Program in accordance with the proposal on file in the office of the City Manager. This agreement is authorized without competitive bidding because the concrete cutting process used is proprietary and only available through this contractor.

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 (D)(1)

ITEM:

DATE: 03/23/15

An appropriation in the amount of \$58,000.00 is being requested for the purchase of a new Wastewater Treatment Open Channel Grinder.

FINANCIAL IMPACT:

Funding for this project is included in the 2015-2019 CIP Budget under project number WWD-15-004 to be paid from the Sewer Expansion Fund.

SYNOPSIS:

Replacement of the Division's Wet Well #1 Raw Influent Channel Grinder is necessary to upgrade equipment with more reliable and less maintenance intensive equipment. The current grinders are being serviced/re-built every two years at a cost of \$22,000. Division staff researched several different types of grinding units and has chosen the Dimminutor Open Channel Comminutor to replace the existing JWC Environmental Channel Grinders. The Dimminutor will not require significant maintenance for five years and maintenance costs are expected to be minimal. Division staff will install and preform start-up of the new grinding equipment. A sole source supplier letter is included with the proposal.

BACKGROUND:

The Public Utilities Department Wastewater Division utilizes an Open Channel Grinder in its Preliminary Treatment Process. Debris including rags, paper products, sticks, hygiene products, etc. existing in untreated wastewater passes through the Open Channel Grinder where it is reduced in size to 1/2" in diameter. Grinding of the material is necessary to prevent damage to the facilities raw sewage pumps and to facilitate screenings removal.

RECOMMENDATION:

It is recommended that City Council authorize an appropriation in the amount of \$58,000.00 from the Sewer Expansion Fund to purchase the Open Channel Grinder.

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): Maya Herzog
Legal Review (where applicable): John Hill
Accepted for Council Agenda: Christi Wilson



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-8200
Fax 973-535-8269
info@franklinmiller.com

Quote No: 31220

January 16, 2015

Page 1 of 4

Bradley Abner

City Of Fairfield Wastewater Plant

4799 Groh Lane
Fairfield, OH 45014 USA
Phone: 513-858-8347
Fax: 513-858-7762

babner@fairfield-city.org

Your Local Representative:

BL Anderson Co., Inc.
Attn: Pete Schneider
Tel: 513-314-3148
email: pete@blanderson.com

Salesperson:

Joseph Macula, Regional Sales Manager
jmacula@franklinmiller.com

Dear Bradley,

We are pleased to quote on the following: For City of Fairfield, OH.

Quantity	Description	Price	Totals
<i>Ref: Matl: WASTEWATER Req: To replace Model CDD4010 Max: 9.7 MGD</i>			
1	Model DM-T25 Dimminutor® Open Channel Comminutor including: <ul style="list-style-type: none"> - Heavy-Duty Body Housing - CS - Cantilevered Drive design - Mechanical seal -located above cutters - Stationary And Rotary Cutters - Hardened SS - Sizing Screen - Heavy-Duty, Stainless steel 		
1	EA Drive and Motor - Submersible <ul style="list-style-type: none"> - Full Submersible Capability - 3HP Subm/Expl. Proof, 230/460V. 3ph, 60 hz. Reliance Motor - Sealed Gear Reducer - Vertical - Grease Lube - 60 ft. cord 		
1	EA Automatic Reversing Controller, Model S25060 <ul style="list-style-type: none"> - Nema 4X FRP Enclosure -AB Micrologix control - IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program 		
1	EA Channel Frame: Model CF1000 <ul style="list-style-type: none"> -(4) Angles for easy mounting to channel -304 Stainless Steel 		
1	DY Startup Services Normal Day Rate includes up to 8 hours,		
			Lump Sum: \$50,251.00
			Grand Total: \$50,251.00

Prices are Valid Until Sunday, February 15, 2015

..... See the difference



Franklin Miller Inc.
80 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 31220

January 16, 2015

Page 2 of 4

Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Jobsite.

Delivery is 8 to 10 weeks after receipt of approval.

Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS
DATED 7/31/08

1. **ENTIRE AGREEMENT** Any order resulting from a Franklin Miller (SELLER) proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on Franklin Miller unless agreed to in writing upon the parties hereto, their successors and assigned.

2. **LIMITED WARRANTY** SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America as may be designated by SELLER. This warranty shall pertain to any part or parts of any goods to which BUYER has, within (12) months after date of shipment given written notice of a claimed defect to the SELLER. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be repaired in place if required for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, at BUYER's, or its nominees expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the Warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages; (2) loss of or damage to BUYER's records or data; or (3) economic consequential damages (including loss of profits or savings) or incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER; Franklin Miller will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty; (b) or not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (c) certain parts which are subject to wear and tear from abrasive action or use thereof; and (d) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing at SELLER's option parts determined by SELLER to be defective. No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise (except as to title), other than those expressly set forth above which are made expressly in lieu of all other warranties, shall apply to products sold by us, and no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of our corporation. If the buyer is in default of Clause 6 (Payment of Purchase Price) this warranty is null and void unless reinstated by SELLER.

3. **FORCE MAJEURE** The obligation of SELLER hereunder shall be modified or excused as the case may be, for reasons of Act of God, War, Governmental law or regulations, strikes or lock-outs, fire, breakdown of machinery, whether in its own business enterprise, or if for any other cause beyond SELLER's control, the goods cannot be delivered or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by SELLER. In no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

4. **DELIVERY** (a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000) to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS

(a) Any claims of shortage or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE

(a) Time of payment is of the essence under this contract. Unless stated elsewhere, the terms are Net 30. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

(b) **TERMS OF PAYMENT** - All orders are subject to credit approval by the SELLER. If approved for full open account, terms are strictly unless stated elsewhere and Net thirty (30) days from date of shipment. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rate amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (18% per annum) will be added to the outstanding balance computed from date of shipment. All costs of collection will be added to the outstanding balance including legal fees, court costs and such other costs as may be required to effect collection. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

7. SECURITY INTEREST AND TITLE

In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER or its assigns until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE

The prices on the products specified are exclusive of all city, state or federal taxes. BUYER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, Franklin Miller, Inc. will invoice for the New Jersey Sales Tax on all items sold in New Jersey. Franklin Miller, Inc. is not authorized to collect sales tax for any other jurisdiction.

9. CANCELLATION

An order once placed with and accepted by SELLER can be cancelled only with our consent and upon terms that will indemnify SELLER against loss.

10. STOP WORK ORDER OR DELAY:

If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by buyer for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS
DATED 7/31/08

11. MISCELLANEOUS PROVISIONS

- (a) If for any reason a provision of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect.
- (b) Any amendment to any contract or contracts shall require the consent in writing of both parties.
- (c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

12. BUYER'S RESPONSIBILITY AS TO MAINTENANCE

BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order. BUYER shall further obey and have its employees and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment. BUYER further agrees to notify SELLER promptly and in any event not later than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damages and to cooperate fully with SELLER in investigating and determining the causes of such accident and malfunction.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT

Nothing herein shall be deemed to require SELLER to accept for repair, modification or alteration, if, in fact, such repair, modification or alteration is required of SELLER pursuant to the terms of this agreement or otherwise and, if, in fact, SELLER unless the units shall first have been decontaminated and free from any contamination whatsoever.

14. NOISE LEVEL REQUIREMENTS

Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise level requirement, testing will be with no product fed to the machine and FMI will provide a quote for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS

Although SELLER's machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED

Prices quoted include the required number copies required by the specifications. If not stated, Franklin Miller, Inc. shall provide our standard Operations and Maintenance Manuals. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION

BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "Bodily Injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. vapor, soot, fumes,

18. TRADEMARKS AND COPYRIGHTS

BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS

SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER

Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW

Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS

If BUYER approval is required of the Franklin Miller submittals, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the description on the original Franklin Miller proposal. Franklin Miller will provide equipment, spares and data in accordance with the approved submittals.

23. STANDARD PRODUCTS

All of Franklin Miller machines are built to best commercial practices and as part of our standard product line, which may be modified to meet BUYER's Specifications. However, no manufacturing drawings or procedure, formal inspection plans, welding procedures, quality control plans, sub-supplier information, etc. will be supplied. No formal schedule, progress reports, copies of sub-supplier orders, etc. will be supplied. Erection, safety, operation and maintenance instructions are contained in our manual to be supplied with the machines.

24. SIZES AND DIMENSIONS

The samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION

Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress for other undisputed breaches by the purchaser of the contract of sale, may be brought by the Seller before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining of the American Arbitration Association.

26. FORUM.

ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. Buyer hereby agrees that service of process sufficient for personal jurisdiction in any action against Buyer in the State of New Jersey may be made by registered or certified mail, return receipt requested, to Buyer at its address as provided by Buyer. Buyer hereby acknowledges that such service shall be effective and binding in every respect.



January 28, 2015

Mr. Bradley Abner
W.W. Chief Operator
City of Fairfield WWTP
4799 Groh Lane
Fairfield, Ohio 45014

Subject: Sole Source

Dear Mr. Abner,

Please be advised that Franklin Miller Incorporated is the manufacturer and sole source supplier for its line of Dimminutors waste water comminutors and related parts.

Should you require any further information please feel free to contact me.

Thank you very much.

Sincerely,

David Schuppe
Vice President Sales

CC: Joseph Macula, Regional Sales Manager, FMI
Pete Schneider, B.L. Anderson

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FRANKLIN MILLER, INC. FOR THE PURCHASE OF A DIMMINUTOR OPEN CHANNEL COMMUNOTOR TO REPLACE THE EXISTING JWC ENVIRONMENTAL CHANNEL GRINDERS 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 Franklin Miller, Inc. for the purchase of a Dimminutor Open Channel Communotor to replace the existing JWC Environmental Channel Grinders in accordance with the proposal on file in the office of the City Manager. This agreement is authorized without competitive bidding because the new equipment is proprietary and this contractor is the sole source for the equipment.

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 old equipment is in immediate need of replacement; wherefore, this ordinance shall take effect immediately upon its passage.

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

March 23, 2015

Request for appropriation for **contractual** agenda items

FINANCIAL IMPACT:

\$141,000.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested to fund a contract appearing under New Business on Council's meeting agenda dated March 23, 2015:

- \$83,000 for the 2015 Sidewalk Repair Program
- \$58,000 for the purchase of Dimminutor Open Channel Comminutor.

BACKGROUND:

Please refer to specific Council Communications dated March 23, 2015 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?

yes

If yes, explain
no above

Emergency Provision Needed?

yes

If yes, explain
no above

Prepared by: *Heather Wilson*

Approved for Content by: *Heather Wilson*

Financial Review (where applicable) by: *Maury Horn*

Legal Review (where applicable) by: *John A. Clemons*

Accepted by Council Agenda: *Heather Wilson*

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-14 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, 2015, AND ENDING DECEMBER 31, 2015."

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

Section 1. Ordinance No. 109-14, the 2015 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$83,000
To:	10012523-233900	\$83,000
	Other Professional Services	
	<i>(Annual Sidewalk/Apron Replacement Program 2015)</i>	

From:	Unappropriated Sewer Expansion Fund	\$58,000
To:	40816025-253200 Capital Equipment	\$58,000
	<i>(Replace Channel Grinder)</i>	

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\2015\Contractual 3-23 - Ord

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

March 23, 2015

Request for appropriation for non-contractual agenda items

FINANCIAL IMPACT:

\$3,350.00 from noted funding source

SYNOPSIS:

The following appropriations have been requested:

\$3,350 funding for temporary service employee in Building and Zoning Division

BACKGROUND:

Please refer to specific Council Communications dated March 23, 2015 for a description of these items.

RECOMMENDATIONS:

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

LEGISLATIVE ACTIONS:

Suspension of Rules & Adoption Requested?

yes

If yes, explain
no above

Emergency Provision Needed?

yes

If yes, explain
no above

Prepared by: Alesha Wilson

Approved for Content by: Alesha Wilson

Financial Review (where applicable) by: Mary Hopm

Legal Review (where applicable) by: John Clements

Accepted by Council Agenda: Alesha Wilson

Item No. 11.E(3)A

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

Date 3-23-15

Item:

An appropriation in the amount of \$3350 for a temporary employee in the Building and Zoning Division.

Financial Impact:

There is a financial impact with this request. Account 10015523-233300 should be the transfer 'to' account.

Synopsis:

The funds will be used to pay a temporary employee in the Building Division for six weeks while an internal transfer from the Finance Department is in process.

Background:

A temporary employee is necessary in the Building Division until a permanent Clerk I can transfer.

Recommendation:

It is recommended that City Council pass this appropriation so a temporary employee can be paid for their services and service levels in both Finance and Development Services are not negatively impacted.

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

Yes.
N/A.

Prepared by: Timothy Baclum
Approved for Content by: Timothy Baclum
Financial Review (where applicable) Mary Hyslop
Legal Review (where applicable) Scott Clemmons
Accepted for Council Agenda: Keith Wilson

ORDINANCE NO. _____

ORDINANCE TO AMEND ORDINANCE NO. 109-14 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, 2015, AND ENDING DECEMBER 31, 2015."

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

Section 1. Ordinance No. 109-14, the 2015 Appropriation Ordinance, is hereby amended in the following respects:

From:	Unappropriated General Fund	\$3,350
To:	10015523-233300 Engineering Services	\$3,350
	<i>(Replace Funds Used for Temporary Personnel Services)</i>	

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