

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

MONDAY, MAY 13, 2013

7:00 PM

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

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

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

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

1. Call to Order

2. Prayer/Pledge of Allegiance

3. Roll Call

4. Agenda Modifications

5. Executive Session Requests

6. Public Hearing(s)

7. Special Presentations and Citizen Comments

- a) "Parents Who Host Lose the Most" Proclamation

8. Mayor/Council Reports

9. Approval of Minutes

- a) Regular Meeting Minutes of April 22, 2013

10. OLD BUSINESS

(A) DEVELOPMENT SERVICES COMMITTEE

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

(1)  Ordinance to amend various chapters of the Building Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

- Motion – Amend Ordinance
- Ordinance – Second Reading

(B) PUBLIC UTILITIES COMMITTEE

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

(1)  Ordinance to authorize the City Manager to enter into a contract with GRW Engineers, Inc. for professional engineering services related to the design of the Pleasant Avenue Water Main Project.

- Ordinance – Second Reading

11. NEW BUSINESS

(A) **PUBLIC UTILITIES COMMITTEE**

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

- (1) Ordinance to authorize the City Manager to enter into a contract with Siemens Industry, Inc. for replacement of the Dystor methane gas storage system for Digester #4 and declaring an emergency.

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

(B) **PUBLIC WORKS COMMITTEE**

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

- (1) Resolution Authorizing Participation in Ohio Department of Transportation (ODOT) Cooperative Purchasing Program.

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

- (2) Ordinance to authorize the City Manager to enter into a contract with Barrett Paving Materials, Inc. for the 2013 Asphalt Paving and Resurfacing Project.

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

- (3) Ordinance to authorize the City Manager to enter into a contract with Advanced Rehabilitation Technology, LLC for the 2013 Storm Sewer Repair and declaring an emergency.

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

- (4) Ordinance to authorize the City Manager to enter into a contract with Stauffer Site Services, LLC to replace existing drywells on Mississippi Drive.

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

- (5) Ordinance to authorize the City Manager to enter into a contract with Rush Truck Centers for the purchase of two (2) tandem axle dump trucks.

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

(C) **FINANCE & BUDGET COMMITTEE**

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

- (1) Appropriation Ordinance (Contractual Items) - \$441,500 for replacement of the Dystor methane gas storage system for Digester #4 at the Wastewater Treatment Plant; \$450,000 for the 2013 Asphalt Paving and Resurfacing Project; \$225,000 for the 2013 Storm Sewer Repair; \$75,000 for replacement of drywells on Mississippi Drive; \$170,468 for the purchase of two tandem axle dump trucks.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption
- (2) Appropriation Ordinance (Non-Contractual Items) - \$33,000 for HP server and tape drive; \$41,000 for replacement computer workstations; \$19,000 for Public Works security system; \$45,000 for updated mobile data terminals in police cruisers; \$7,415 for purchase of welder/generator for the garage service truck; \$7,350 for purchase of tandem axle trailer for Street Division; \$8,750 for purchase of 2006 Skyjack used scissor lift for Street Division; \$19,472 for Water Plant Facility HVAC upgrades and roof repairs; \$26,425 for Justice Center security access upgrades and miscellaneous building repairs; \$31,465 for outfitting of a 1-ton truck with crane for Street Division; \$2,000 for automated pool cleaning system for Fairfield Aquatic Center; \$8,875 for play feature at Fairfield Aquatic Center; \$8,800 for materials for manhole rehabilitation; \$49,500 for radio read capable metering equipment for Water Division; \$48,565 for corridor landscaping for Winton/South Gilmore Project; \$11,660 for improvements to Village Green Park amphitheater; \$4,400 for Wastewater Treatment Plant SCADA Replacement.
- Motion – Read by Title Only (Optional)
 - Ordinance – First Reading
 - Motion – Suspend Second and Third Readings
 - Motion – Adoption

12. Meeting Schedule

Tuesday, May 28	Regular Meeting, 7:00 p.m.
<u>Summer Schedule</u>	
Monday, June 10	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
Monday, July 8	Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

13. Executive Session of Council (if needed)

14. Adjournment

MINUTES
REGULAR MEETING OF COUNCIL
APRIL 22, 2013

Call to Order

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

Prayer/Pledge of Allegiance

Councilmember Holtegel led in prayer and Pledge of Allegiance.

Roll Call

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

Councilmember Meyers, seconded by Councilmember Abbott, moved to excuse Councilmembers Senger and Oler. Motion carried 5-0.

Agenda Modifications

Executive Session Requests

Public Hearing(s)

Special Presentations and Citizen Comments

Arbor Day Proclamation

Councilmember Pennington presented the Arbor Day proclamation to Greg LuBuono, representing the Environmental Commission. Mr. LuBuono thanked the city for their support of Arbor Day and for taking great care of the city's trees.

David Brown, from the Butler County Auditor's Office, updated council on a fundraiser that the Auditor's Office did for the American Cancer Society. The office raised a total of \$4,000 for the cause. They are also supporting the Relay for Life in West Chester and encourage residents to support their local Relay for Life. Also, Homestead Exemption is due June 3 for those residents 65 years of age and older, permanently and totally disabled. Average savings is \$375. More information is on the website, www.butlercountyauditor.org.

Mayor/Council Reports

Councilmember Abbott reported on the joint Hamilton County and Warren County Municipal League meeting on Saturday. The topic will be House Bill 5, regarding income tax uniformity. It is at 8 AM at the Sharonville Convention Center.

Councilmember Pennington commented that the final Board & Commission appointments will be made tonight.

Councilmember Jones commented on the Reality Check program at the Fairfield Intermediate Building, sponsored by the Fairfield Chamber of Commerce. He attended the program and thought it was a huge

success and very beneficial for teaching students about real life. He thanked Kert Radel for his work on the program.

Approval of Minutes

Regular Meeting Minutes of April 8, 2013

- The minutes of April 8, 2013 were approved as written.

OLD BUSINESS

DEVELOPMENT SERVICES COMMITTEE

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

Ordinance to amend various sections of the Zoning Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Councilmember Holtegel, seconded by Councilmember Abbott moved to amend the ordinance. Motion Carried 5-0. Legislative Action: Councilmember Holtegel presented the third reading of this ordinance. Councilmember Holtegel, seconded by Councilmember Abbott moved to adopt . Motion Carried 5-0. ORDINANCE NO. 36-13. APPROVED 5-0.

NEW BUSINESS

COMMUNITY & PUBLIC RELATIONS COMMITTEE

Debbie Pennington, Chairman; Jeff Holtegel, Vice Chairman, Adam Jones, Member

Simple Motion: Boards & Commissions Appointments appoint the following residents to serve on Fairfield's Boards & Commissions effective April 1, 2013:

Councilmember Pennington, seconded by Councilmember Holtegel, moved to appoint Thomas Nault and Leslie Besl to the Environmental Commission and Cultural Arts Advisory Commission, respectively. Motion carried 5-0. SIMPLE MOTION NO. 10-13. APPROVED 5-0.

DEVELOPMENT SERVICES COMMITTEE

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

Ordinance to amend various chapters of the Building Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio.

Councilmember Holtegel, seconded by Councilmember Meyers moved to read the following ordinance by title only. Motion Carried 5-0. Background: City Manager Pizzano recommended an ordinance to amend various chapters of the Building Code of Ordinance No. 166-84, the Codified Ordinances of Fairfield, Ohio. Legislative Action: Councilmember Holtegel presented the first reading of this ordinance.

PUBLIC SAFETY COMMITTEE

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

Simple Motion: Motion to approve a liquor permit application in the name of MBS Gas, Inc., 5575 Dixie Highway, Fairfield, OH 45014 (Permit Classes: C1, C2 and D6).

Councilmember Pennington, seconded by Councilmember Abbott, moved to approve a liquor permit in the name of MBS Gas, Inc. Motion carried 5-0. SIMPLE MOTION NO. 11-13. APPROVED 5-0.

PUBLIC WORKS COMMITTEE

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

Ordinance to authorize the City Manager to enter into a contract with Fuller Ford, Inc. for the purchase of two (2) trucks and one (1) Ford Focus and declaring an emergency.

Councilmember Meyers, seconded by Councilmember Pennington moved to read the following ordinance by title only. Motion Carried 5-0. Background: City Manager Pizzano recommended a contract with Fuller Ford, Inc. for the purchase of two trucks and one Ford Focus. The Ford Focus will be used by the meter readers, and is part of the effort to use more fuel-efficient vehicles when possible. Legislative Action: Councilmember Meyers presented the first reading of this ordinance. Councilmember Meyers, seconded by Councilmember Jones moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Meyers, seconded by Councilmember Pennington moved to adopt . Motion Carried 5-0. ORDINANCE NO. 37-13. APPROVED 5-0.

PUBLIC UTILITIES COMMITTEE

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

Ordinance to authorize the City Manager to enter into a contract with GRW Engineers, Inc. for professional engineering services related to the design of the Pleasant Avenue Water Main Project.

Councilmember Jones, seconded by Councilmember Meyers moved to read the following ordinance by title only. Motion Carried 5-0. Background: City Manager Pizzano recommended a contract for professional engineering services for the Pleasant Avenue Water Main Project. This project was discussed in a previous Council-Manager Briefing and these services are the first step in starting the project. Legislative Action: Councilmember Jones presented the first reading of this ordinance.

FINANCE & BUDGET COMMITTEE

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

Councilmember Abbott, seconded by Councilmember Meyers moved to read the following two (2) ordinances and one (1) resolution by title only. Motion Carried 5-0.

Appropriation Ordinance (Contractual Items) - \$86,887 for purchase of vehicles from Fuller Ford, Inc.; \$60,000 for engineering services related to the design of the Pleasant Avenue Water Main Project.

Background: City Manager Pizzano recommended the contractual appropriations to go along with the vehicle purchase previously approved and the engineering services that were just presented for first reading. Legislative Action: Councilmember Abbott presented the first reading of this ordinance.

Councilmember Abbott, seconded by Councilmember Meyers moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Abbott, seconded by Councilmember Pennington moved to adopt . Motion Carried 5-0. ORDINANCE NO. 38-13. APPROVED 5-0.

Appropriation Ordinance (Non-Contractual Items) - \$9,475 for evidence drying cabinet for Police Department; \$7,400 for professional services for pressure washing Mack Road and part of Hunter Road water storage towers; \$13,600 for purchase of replacement UV lamps for Ultraviolet Disinfection System at Wastewater Treatment Plant; \$13,750 for purchase and installation of boiler tubes for Wastewater Treatment Plant's primary boiler; \$16,600 for purchase of chemicals to remove roots from public sewer lines; \$2,800 Flow Testing Services for water production wells; \$40,000 Engineering services for the Seward No. 1 Lift Station Relocation; \$15,000 Miscellaneous Traffic Signal Upgrades/Spare Parts; \$8,900 Purchase of a Z-Spray Intermediate 18 gallon Spray Tank, 220 lb. hydraulic spreader for the Golf Maintenance Division; \$13,600 Purchase of signs for William Harbin Park on Hunter Road.

Background: City Manager Pizzano recommended approval of the non-contractual appropriations. Legislative Action: Councilmember Abbott presented the first reading of this ordinance. Councilmember Abbott, seconded by Councilmember Meyers moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Abbott, seconded by Councilmember Meyers moved to adopt . Motion Carried 5-0. ORDINANCE NO. 39-13. APPROVED 5-0.

A Resolution opposing the Ohio General Assembly's Passage of House Bill 5, which would mandate measures resulting in the substantial loss of revenue to cities and declaring an emergency.

Background: City Manager Pizzano recommended a resolution opposing the passage of House Bill 5. This resolution will be used in meetings with state representatives to express the city's concerns with the bill. Legislative Action: Councilmember Abbott presented the first reading of this ordinance. Councilmember Abbott, seconded by Councilmember Meyers moved to suspend the rules requiring three (3) readings of this ordinance. Motion Carried 5-0. Councilmember Abbott, seconded by Councilmember Meyers moved to adopt . Motion Carried 5-0. RESOLUTION 5-13. APPROVED 5-0.

Meeting Schedule

Clerk Wilson read the following meeting schedule:

- Monday, May 13 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Tuesday, May 28 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.
- Monday, June 10 Council-Manager Briefing, 6:00 p.m.; Regular Meeting, 7:00 p.m.

Executive Session of Council (if needed)

Adjournment

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

ATTEST:

Clerk of Council
Date _____

Mayor's Approval

City of Fairfield, Ohio
City Council Meeting Communication

Date 04-22-13

Item:

An ordinance modifying various chapters of the building code as part of the Fairfield Codified Ordinances.

Financial Impact:

Building inspection fees are being modified which will have a positive impact upon the general fund.

Synopsis:

Due to State of Ohio and national building code changes it is necessary for Fairfield's local building code to reference these code up-dates, new contractor licensing requirements and other associated issues. Additional local changes include digital submission standards and simplification/modification of the fee inspection section which has not been changed since 1990.

At the March 11, 2013 Council/Manager briefing, discussion centered on the fee structure and modifications that were appropriate given the inspection fees for competing regional communities, current subsidy of the general fund for inspections and mechanical/electrical fee calculations. As a result of comments from Council that the minimum fee proposal may be too high for the residential sector, various modifications were made to the minimum residential inspection fees making them modest increases. Examples include decks which have a current minimum permit fee of \$25.00 are being proposed to increase to \$40.00 minimum, only a \$15.00 increase. The current costs associated with residential furnace/AC replacement inspection will not increase and will remain at \$40.00 and \$60.00 respectively. The cost of new and replacement residential driveways will also not increase.

Background:

The new state of Ohio building codes no longer allow municipalities to exempt portions of the state code or to have stricter requirements than the minimum state code requirements. This was instituted state wide to protect life and property and to make the code uniform across the state. This provision will require many deletions to the Fairfield code which are several decades old and supplemented past state codes which were not as comprehensive regarding various building/construction issues as past Council's/staff's felt appropriate.

Recommendation:

It is recommended that City Council have first reading on this ordinance at the meeting set for April 22 and have three readings. So that the building community has time to

modify bid schedules and proposals it is requested that the changes to this ordinance become effective September 1, 2013.

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

No.

No.

Prepared by:

Trinity Boehman

Approved for Content by:

Trinity Boehman

Financial Review (where applicable)

[Signature]

Legal Review (where applicable)

John A. Clemmons

Accepted for Council Agenda:

Janey Burton

ORDINANCE NO. _____

ORDINANCE TO AMEND VARIOUS CHAPTERS OF THE BUILDING CODE OF
ORDINANCE NO. 166-84, THE CODIFIED ORDINANCES OF FAIRFIELD, OHIO.

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

Section 1. Various chapters of the Building Code of Ordinance No. 166-84, The Codified Ordinances of Fairfield, Ohio are hereby revised as shown in the attached Exhibit "A" which is incorporated herein by reference.

Section 2. This ordinance shall take effect on September 1, 2013.

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

CODIFIED ORDINANCES OF FAIRFIELD
PART THIRTEEN - BUILDING CODE

PREFACE

TITLE ONE - Administration

- Chap. 1301. Title and Scope.
- Chap. 1303. Definitions.
- Chap. 1305. Enforcement and Penalty.
- Chap. 1309. Permits.
- Chap. 1311. Fees.
- Chap. 1313. Inspections; Certificate of Occupancy.
- Chap. 1315. Craft Licenses **AND CONTRACTOR REGISTRATION**
- Chap. 1317. Board of Building Appeals.

TITLE THREE - Building and Maintenance Standards

- Chap. 1325. Design Criteria.
- Chap. 1327. Amendments to Residential Code of Ohio for One; Two-
and Three-Family Dwellings.
- Chap. 1329. Residential Security; Early Fire Warning Systems.
- Chap. 1331. Accessory Buildings and Structures.
- Chap. 1333. Signs.
- Chap. 1335. Electrical Work.
- Chap. 1337. Heating, Ventilating and Air Conditioning.
- Chap. 1339. Safeguards During Construction or Demolition.
- Chap. 1341. Use of Public Property.
- Chap. 1343. Property Maintenance Code.

CODIFIED ORDINANCES OF FAIRFIELD
PART THIRTEEN - BUILDING CODE

PREFACE

PREFACE

The Building Division of the City is a division under the Development Services Department. The Division has been certified since April 20, 1962, and is currently certified by the State Board of Building Standards to exercise enforcement authority and to accept and approve plans and specifications, and make inspections in accordance with the provisions of the Ohio Building Code (OBC), adopted by the Ohio Board of Building Standards, **MOST CURRENT EDITION**, for all occupancies pursuant to Rule [4101:2-1-03] 4101:1-1 to 4101:1-35 of the Ohio Administrative Code, except "Plumbing", Chapter [4101:2-51] 4101:3-1 to 4101:3-13 of the Administrative Code. The Plumbing Code is administered by the Butler County Board of Health.

The Building Superintendent is the chief enforcement official for all occupancies. The Division is controlled and administered by the Building Superintendent, who shall have the power to make rules and regulations to enforce the Building Code.

The Ohio Building Code applies to all buildings except as follows:

- (a) ~~Single-family, two-family and three-family dwelling houses which are not~~
COVERED BY THE RESIDENTIAL CODE OF OHIO (RCO), CURRENT EDITION. ~~constructed of industrialized units, except where the context specifies mandatory applicability;~~
 - ~~(b) Buildings owned by and used for a function of the United States government;~~
 - ~~(c) Existing buildings where their location, parts, equipment and other items do not constitute a serious hazard;~~
 - ~~(d) Buildings constructed in accordance with plans which have been approved prior to the effective date of the Ohio Building Code; and~~
 - ~~(e) Buildings or structures which are incident to the use for agricultural purposes of the land on which such buildings or structures are located, provided such buildings or structures are not used in the business of retail trade.~~
- ~~(See Ohio R.C. 3781.06 and 3781.061.)~~

~~Single family, two family and three family house are covered by the Ohio Building Officials Association (Oboa) Residential Code of Ohio for One, Two and Three family Dwellings (OBOA Residential Code or Oboa Code) 2004 Edition, First Printing, Copywrite 2004, Except for the modifications adopted in this chapter.~~ The code further standardizes requirements by using a compilation of data from the following national model codes:

BUILDING

- ICC International Building Code
- ICC International Residential Code
- ICC International Energy Conservation Code

PLUMBING

- Ohio Plumbing Code

MECHANICAL

- ICC International Mechanical Code
- ICC International Fuel Gas Code

ELECTRICAL

- National Electric Code

All construction activity is governed by the administrative section of the Building Code; and other ordinances where applicable, viz.: Zoning Ordinance, Subdivision Rules and Regulations, Thoroughfare Plan, etc. (Ord. 7-05. Passed 1-24-05.)

TITLE ONE - Administration

- Chap. 1301. Title and Scope.
- Chap. 1303. Definitions.
- Chap. 1305. Enforcement and Penalty.
- Chap. 1309. Permits.
- Chap. 1311. Fees.
- Chap. 1313. Inspections; Certificate of Occupancy.
- Chap. 1315. Craft Licenses **AND CONTRACTOR REGISTRATION**
- Chap. 1317. Board of Building Appeals.

CHAPTER 1301

Title and Scope

1301.01	Title.	1301.06	Existing structures.
1301.02	Purpose.	1301.07	Maintenance.
1301.03	Minimum standards adopted.	1301.08	Validity and severability clause.
1301.04	Code remedial.		
1301.05	Scope.		

CROSS REFERENCES

- Power to regulate building erection - see Ohio R.C. 715.26, 715.29, 737.28
- Power to regulate fences, billboards and signs - see Ohio R.C. 715.27
- Oil and gas wells - see Ohio R.C. Ch. 1509

1301.01 TITLE.

Part Thirteen of the Codified Ordinances shall be known as the Building Code of the City of Fairfield, may be cited as such, and will be referred to in Part Thirteen of the Codified Ordinances as "this Code". (Ord. 7-05. Passed 1-24-05.)

1301.02 PURPOSE.

The purpose of this Code is to provide certain minimum standards, provisions and requirements for safe and stable design, methods of construction, and uses of materials in buildings and/or structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses, or demolished and to regulate the equipment, maintenance, use and occupancy of all buildings and/or structures, and to make provisions for licensing, **AND REGISTRATION** of various crafts and examining boards therefor. (Ord. 7-05. Passed 1-24-05.)

1301.03 MINIMUM STANDARDS ADOPTED.

(a) ~~Minimum standards for One, two and three-family residences and accessory residential structures shall be governed by the OBOA Residential Code of Ohio, for CURRENT EDITION One, Two and Three Family Dwellings (OBOA Residential Code) 2004 Edition, first printing, which is~~ **BASED ON THE INTERNATIONAL RESIDENTIAL CODE WITH DELETIONS, SUBSTITUTIONS AND AMENDMENTS AS APPROVED BY THE STATE OF OHIO.** ~~hereby adopted by reference in its entirety except as amended in this chapter.~~

(b) All other construction is governed by the Ohio Building Code, ~~2005 Edition, or most current edition, adopted by Ohio Board of Building Standards~~ which is based on the International Building Code, ~~chapters 2 through 35~~ as published by the International Code Council, Inc. with deletions, substitutions and amendments as approved by the State of Ohio. The International Building Code administrative requirements (Chapter 1) are not adoptive material and are replaced with administrative requirements promulgated by the State of Ohio. See OAC Chapter 4101:1-1. The Ohio Building Code (OAC Chapters 4101:1-1 through [2-35] 4101:1-35). ~~is effective January 1, 2002 unless otherwise indicated.~~

(c) ~~The 2005 edition of the Ohio Mechanical Code, or most current edition~~ **WHICH IS BASED ON THE INTERNATIONAL MECHANICAL CODE WITH DELETIONS, SUBSTITUTIONS AND AMENDMENTS AS APPROVED BY THE STATE OF OHIO** adopted by Ohio Board of Building Standards, is adopted, regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, addition to, use or maintenance of mechanical systems, and providing for the issuance of permits and the collection of fees. Additional requirements and regulations as per Chapter 1337, Heating, Ventilation and Air Conditioning.

(d) Such standards shall relate to the conservation of energy, safety, and sanitation of buildings for their intended use and occupancy; however, note that plumbing is under the jurisdiction of the Butler County Health Department.

(e) Pursuant to §4.11 of the City Charter, copies of all codes adopted by reference shall be kept in the office of the Clerk of Council and shall be available to all interested persons. (Ord. 7-05. Passed 1-24-05.)

1301.04 CODE REMEDIAL.

This Code is hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incidental to the construction, alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises. (Ord. 7-05. Passed 1-24-05.)

1301.05 SCOPE.

(a) The administrative provisions of this Code shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

(b) No provisions of this Code shall be held to deprive any Federal or State agency, or any Municipal authority having jurisdiction, of any power or authority which it had on the effective date of this act or any remedy then existing for the enforcement of its orders. (Ord. 7-05. Passed 1-24-05.)

1301.06 EXISTING STRUCTURES.

(a) Alterations or Repairs. Alterations or repairs may be made to any structure without requiring the existing structure to comply with all the requirements of this Code, provided the alteration or repair conforms to that required of a new structure; however, if the structure is increased in floor area or number of stories, the entire structure shall be made to conform with the requirements of the applicable Code in respect to means of egress, fire protection, life and ventilation.

(b) Unsafe Alterations. No building, or building service equipment therein, shall be so altered or repaired as to be less safe or sanitary.

(c) Change of Occupancy. If the occupancy of an existing building is entirely changed, the building shall be made to conform to the requirements of the applicable Code for the new occupancy. If the occupancy of only a portion of an existing building is changed and that portion is separated from the remainder, then only that portion need to be made to conform. (Ord. 7-05. Passed 1-24-05.)

1301.07 MAINTENANCE.

All buildings, structures and service equipment, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by this Code in a building when erected, altered, or repaired, shall be maintained in good working order. The owner or his designated agent shall be responsible for the maintenance of buildings, structures and service equipment.

(Ord. 7-05. Passed 1-24-05.)

1301.08 VALIDITY AND SEVERABILITY CLAUSE.

This Code and the various parts and provisions hereof are hereby declared to be severable. In the event any part or provision of this Code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions hereof, and it shall be presumed that Council would have passed this Code without such illegal or invalid parts or provisions.

(Ord. 7-05. Passed 1-24-05.)

CHAPTER 1303
Definitions

1303.01 Definitions.

CROSS REFERENCES

General definitions and interpretation - see ADM. 101.02
Subdivision definitions - see P. & Z. 1105.01
Zoning definitions - see P. & Z. Ch. 1133

1303.01 DEFINITIONS.

(a) Certain words and phrases as used in the Building Code are defined ~~as hereafter set forth in this section.~~ **IN THE CODES ADOPTED IN SECTION 1301.3 (RESIDENTIAL CODE OF OHIO AND THE OHIO BUILDING CODE), OR OTHER PARTS OF THE CODIFIED ORDINANCES OF FAIRFIELD.**

(b) ~~Additional words not included in this section are defined in the codes adopted in Section 1301.03 (OBOA Residential Code and the Ohio Building Code), or other parts of the Codified Ordinances of Fairfield.~~

- (1) **“APPROVALS REQUIRED” MEANS ANY OWNER OR AUTHORIZED AGENT WHO INTENDS TO CONSTRUCT, ENLARGE, ALTER, REPAIR, MOVE, OR CHANGE THE OCCUPANCY OF A BUILDING OR STRUCTURE, OR PORTION THEREOF, OR TO ERECT, INSTALL, ENLARGE, ALTER, REPAIR, REMOVE, CONVERT OR REPLACE ANY ELECTRICAL, GAS, MECHANICAL, PLUMBING SYSTEM, OTHER BUILDING SERVICE EQUIPMENT, OR PIPING SYSTEM THE INSTALLATION OF WHICH IS REGULATED BY THIS CODE, OR TO CAUSE ANY SUCH WORK TO BE DONE, SHALL FIRST MAKE APPLICATION TO THE BUILDING SUPERINTENDENT AND OBTAIN THE REQUIRED APPROVAL. IN LIEU OF “PERMITS” USED IN CHAPTER 13, APPROVAL/APPROVALS SHALL BE SUBSTITUTED. “Area, building” means the maximum projected horizontal area of a building at or above grade including all enclosed extensions.**
- ~~(2) “Area, floor gross” means the floor area within the perimeter of the outside walls of the building under consideration, without deduction for hallways, stairs, closets, thickness of walls, columns or other features.~~
- ~~(3) “Area, floor net” to determine the number of persons for whom exits are to be provided, the net floor area shall be the actual occupied area and shall not include unoccupied accessory areas or thickness of walls.~~
- ~~(4) “Areaway” means a space adjacent to the building open to the weather.~~

~~(5) "Attic, story" means a habitable attic which has a stairway as a means of access and egress and in which the ceiling area at a height of seven and one third feet above the attic floor is not more than one third the area of the floor next below.~~

- ~~(6) "Balcony" means an exterior auxiliary floor space projecting from the exterior wall of an enclosed structure and supported by that structure, and unenclosed by other than a railing or parapet.~~
- ~~(7) "Bay window" means a window projecting beyond the wall line of the building and extending down to the foundations. See "oriel window".~~
- ~~(8) "Breezeway" means a covered passage between two buildings, open at the sides.~~
- ~~(9) "Building" means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The term building shall be construed as if followed by the words "or part thereof". When separated by dividing walls without opening, each portion of such building so separated shall be deemed a separate building.~~
- ~~(10) "Building Superintendent" (also Building Official) means the officer or other designated authority charged with the administration and enforcement of this Code, or his duly authorized representative.~~
- ~~(11) "Cellar" means that portion of a building the ceiling of which is entirely below grade or less than four feet six inches above grade. See "basement".~~
- ~~(12) "Certificate of occupaney" means a document issued by the Building Superintendent certifying that a building or structure and/or its use or the use of premises conform with this Code.~~
- ~~(13) "Chimney, masonry" means a chimney whose flue or flues are enclosed by masonry or reinforced concrete.~~
- ~~(14) "Chimney, metal" means a chimney whose flue is enclosed by metal.~~
- ~~(15) "City" means the municipal corporation of Fairfield, Ohio.~~
- ~~(16) "Curb level" means the elevation of the street grade as fixed by the Municipal authorities. Referring to a building, curb level means the elevation at that point of the street grade that is opposite the center of the wall nearest to the street and facing the street line. See "grade".~~
- ~~(17) "Conductors" or "roof leaders" means conveyors which carry the storm or rain water from the roof of buildings to the house or yard drain. The term "downspout" is usually applied to the vertical portion.~~
- ~~(18) "Crawlspace" means an unfinished, accessible space below a floor with a minimum clearance of eighteen inches to the bottom of the joists. Spaces with headroom of 80 inches or more shall be considered basements.~~
- ~~(19) "Dampproofing" means a treatment of a surface which retards the passage of water.~~
- ~~(20) "Dormer window" means a window belonging to a room in a roof, which consequently projects from it with a valley gutter on each side.~~
- ~~(21) "Family" means an individual, two or more persons related by blood, marriage or law, or a group of not more than any five persons living together in a dwelling unit.~~
- ~~(22) "Fire door" means a door and its assembly so constructed and assembled in place as to give the specified protection against the passage of fire.~~
- ~~(23) "Fire resistance rating" means the time in hours that the material or construction will withstand the standard fire exposure as determined by a fire test made in conformity with the current "Standard Methods of Fire Tests of Building Construction and Materials" of the American Society for Testing Materials (ASTM).~~

- ~~(24) "Fire separation wall" means a fire resistance rated assembly of materials having protected openings, and designed to restrict the spread of fire.~~
- ~~(25) "Fire wall" means a fire resistance rated wall, having protected openings, which restrict the spread of fire and extends continuously from the foundation to or through the roof.~~
- ~~(26) "Floor area" See Area~~
- ~~(27) "Grade" means the finished ground level adjoining the building at all exterior walls.~~
- ~~(28) "Grade Plane" means a reference plane representing the average of the finished ground level adjoining the building at all exterior walls.~~
- ~~(29) "Garage, private" means a garage used for storage purposes only and having a capacity of not more than four automobiles or trucks of three-quarter ton or less capacity.~~
- ~~(30) "Height, building" means the vertical distance from grade plane to the average height of the highest roof surface.~~
- ~~(31) "Landing" means a platform in a flight of stairs between two stories; the termination of a stair.~~
- ~~(32) "Lintel" means the beam or girder placed over an opening in a wall which supports the wall construction above.~~
- ~~(33) "Non-combustible material" means any material defined as non-combustible or which passes the test procedure for defining non-combustibility of elementary materials as set forth in ASTM E136.~~
- ~~(34) "Occupancy" means the purpose for which a building is used or intended to be used. Change of occupancy is not intended to include change of tenants or proprietors where no change of use is involved.~~
- ~~(35) "Oriel window" means a window projected beyond and suspended from the wall of a building or structure or cantilevered from a wall.~~
- ~~(36) "Passageway" means an enclosed hallway or corridor connecting a required exit to a street or other open space connecting with a street.~~
- ~~(37) "Residential" means a construction or function related to family living and/or family living quarters (see Family).~~
- ~~(38) "Right of Way" means the land secured and reserved for public uses, such as highways, streets, sidewalks, utilities, etc.~~
- ~~(39) "Space heater" or "room heater" means any device designed and constructed for generation of heat from electricity or burning gases, liquid or solid fuels and used for heating all or any portion of a building.~~
- ~~(40) "Stairway" means one or more flights of stairs and the necessary landings and platforms connecting them to form a continuous and uninterrupted passageway from one story to another in a building or structure.~~
- ~~(41) "Story, half" means a space under a sloping roof which has the line or intersection of roof decking and wall face not more than three feet above the top floor level, and in which space, not more than two-thirds of the floor area, is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.~~

- ~~(42) "Structural alterations" means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.~~
- ~~(43) "Structure" means anything constructed or erected, the use of which requires permanent location on the ground or which is attached to something having a permanent location on the ground.~~
- ~~(44) "Valuation" or "value" as applied to a building, means the estimated cost to replace the building in kind.~~
- ~~(45) "Veneer" means a facing of brick, concrete, metal, stone, tile or similar material attached to a wall for the purpose of providing ornamentation, protection, or insulation, but not counted as adding strength to the wall.~~
- ~~(46) "Ventilation" means the process of supplying or removing air by natural or mechanical means, to or from any space, usually in conjunction with steam and hot water or vapor installations. Such air may or may not have been conditioned.~~
- ~~(47) "Wall, cavity" means a wall built of masonry units or of plain concrete or a combination of these materials, so arranged as to provide an air space within the wall, and in which the inner and outer parts of the wall are tied together with metal ties.~~
- ~~(48) "Wall, faced" means a wall in which the masonry facing and backing are so bonded as to exert common action under load.~~
- ~~(49) "Wall, foundation" means a wall below the first floor extending below the adjacent ground level and serving as support for a wall, pier, column, or other structural part of a building.~~
- ~~(50) "Wall, non bearing" (also Partition) means a wall which supports no load other than its own weight.~~
- ~~(51) "Wall, parapet" means that part of any wall entirely above the roof line.~~
- ~~(52) "Wall, retaining" means any wall used to resist the lateral displacement of any material.~~
- ~~(53) "Written notice" shall be considered to have been served if delivered in person to the individual or to the parties intended, or if delivered to or sent by registered mail to the address of the party to whom the notice is directed. (Ord. 7-05. Passed 1-24-05.)~~

**CHAPTER 1305
Enforcement and Penalty**

<p>1305.01 Building Division established; qualifications.</p> <p>1305.02 Inspections.</p> <p>1305.03 Restriction on employees.</p> <p>1305.04 Records.</p> <p>1305.05 General duties of Building Superintendent.</p> <p>1305.06 Right of entry.</p> <p>1305.07 Stop work orders.</p> <p>1305.08 Revocation of permits.</p> <p>1305.09 Unsafe buildings.</p>	<p>1305.10 Examination of damaged buildings.</p> <p>1305.11 Requirements not covered by Code.</p> <p>1305.12 Alternate materials and methods of construction.</p> <p>1305.13 Liability.</p> <p>1305.14 Monthly reports.</p> <p>1305.15 Proof of compliance; testing.</p> <p>1305.99 Penalty.</p>
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CROSS REFERENCES

Power to regulate building erection - see Ohio R.C. 715.26, 715.29, 737.28

Power to license contractors - see Ohio R.C. 715.27

Board of Building Appeals - see BLDG. Ch. 1317

1305.01 BUILDING DIVISION ESTABLISHED; QUALIFICATIONS.

(a) There is hereby created and established a division of the Development Services Department known as the Building and Zoning Inspection Division, "Building and Zoning Division", for the enforcement of all laws and ordinances relating to all types of building, electric and heating permits, the erection, inspection, maintenance, repair and occupancy of all buildings, structures, and service equipment within the corporate limits of the City. The Division is to be controlled and administered by a Building Superintendent.

(b) The Building Superintendent shall have had at least ten years experience as an architect, engineer, building inspector, building contractor or superintendent of building construction, five years of which he shall have been in responsible charge of work. He shall be appointed in accordance with the rules and regulations of the Civil Service Commission.

(c) A Plans Examiner who is an architect or professional engineer registered in the State having at least five years of experience in building construction and design shall be designated to serve in the Building Division, **WHO SHALL BE UNDER THE DIRECTION OF THE BUILDING SUPERINTENDENT.**

(Ord. 7-05. Passed 1-24-05.)

1305.02 INSPECTIONS.

(a) There shall be inspectors of building, electrical wiring, heating, ventilation and air conditioning (HVAC), and Zoning, appointed in accordance with the rules and regulations of the Civil Service Commission, who shall be under the direction of the Building Superintendent. ~~There shall be a Supervisor of Construction Inspection who shall act as assistant to the Building Superintendent and shall supervise the work of the inspectors of the Building Division and who shall perform any other duties delegated to him by the Building Superintendent. The Supervisor of Construction Inspection shall be appointed in accordance with the rules and regulations of the Civil Service Commission.~~

~~(b) The Supervisor of Construction Inspection is responsible for plans examination for the Division, and will review plans submitted with applications for permits for compliance with this Code, the Zoning Ordinance, and other City ordinances.
(Ord. 7-05. Passed 1-24-05.)~~

1305.03 RESTRICTIONS ON EMPLOYEES.

No officer or employee connected with the Division, except one whose only connection is a member of a board established by this act, shall be financially interested in the furnishing of labor, material, or appliances for construction, alteration, or maintenance of a building, or in the making of plans or of specifications therefor, unless he is the owner of such building. No such officer or employee shall engage in any work which is inconsistent with his duties or with the interests of the Division.
(Ord. 7-05. Passed 1-24-05.)

1305.04 RECORDS.

The Building Superintendent shall keep a proper record showing the location, value and character of every building, structure, or other work for which a certificate or permit is issued, and a copy of every report of inspection of a building, structure or work and it shall contain the name of the inspector making the inspection and the date thereof. All such records shall be open for public inspection for good and sufficient reasons at reasonable hours, but shall not be removed from the office of the Building Superintendent.
(Ord. 7-05. Passed 1-24-05.)

1305.05 GENERAL DUTIES OF BUILDING SUPERINTENDENT.

The Building Superintendent shall devote his whole time to the duties of his office. He shall receive applications required by this Code, issue permits and furnish the prescribed certificates. He shall examine premises for which permits have been issued and shall make necessary inspections to see that the provisions of law are complied with and that construction is prosecuted safely. He shall enforce all laws relating to the construction, alteration, repair, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings, structures and service equipment, except as may be otherwise provided for. He shall, when requested by the Director of Development Services, or when the interests of the City so require, make investigations in connection with matters referred to in this Code and render written reports on the same. For the purposes of enforcing compliance with law, to remove illegal or unsafe conditions, to secure the necessary safeguards during construction, or to require adequate exit facilities in existing buildings and structures, he shall issue such notices or orders as may be necessary. He shall have the power to make rules and regulations to enforce provisions of this Code.
(Ord. 7-05. Passed 1-24-05.)

1305.06 RIGHT OF ENTRY.

The Building Superintendent shall enforce the provisions of this Code, and he or his duly authorized representative may enter any building, structure or premises in the City to perform any duty imposed upon him by this Code, and for such purposes, shall have the powers of a police officer of the City.

(Ord. 7-05. Passed 1-24-05.)

1305.07 STOP WORK ORDERS.

Upon notice from the Building Superintendent that the work on any building or structure is being done contrary to the provisions of this Code or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent or to the person doing the work, and shall state the conditions under which work may be resumed. Stop work notices shall be posted on the site. It shall be unlawful for any person other than the Building Superintendent or his designee to alter, tamper with, or remove the stop work notice.

(Ord. 7-05. Passed 1-24-05.)

1305.08 REVOCATION OF PERMITS.

The Building Superintendent may revoke a permit or approval issued under the provision of this Code in case there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based.

(Ord. 7-05. Passed 1-24-05.)

1305.09 UNSAFE BUILDINGS.

All buildings, structures, or service equipment, which are unsafe, unsanitary or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, which in relation to existing use constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment are, severally, in contemplation of this section, unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedure:

- (a) Whenever the Building Superintendent shall find any building, structure or service equipment or portion thereof to be unsafe as defined in this section, he shall, in accordance with established procedure for legal notices, give to the owner, agent or person in control of such building or structure written notice stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure or service equipment or portion thereof.
- (b) If necessary, such notice shall also require the building, structure, or service equipment, or portion thereof, to be vacated and/or shut down forthwith and not reoccupied and/or restarted until the specified repairs and improvements are completed, inspected, and approved by the Building Superintendent. The Building Superintendent shall cause to be posted at each entrance to such building a notice: **"CONDEMNED AS A DANGEROUS AND UNSAFE STRUCTURE"** ~~"THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING SUPERINTENDENT."~~ Such notice shall remain posted until the required repairs are made or demolition is completed. No person, firm or corporation or their agents or other servants shall remove such notice without written permission of the Building Superintendent nor shall any person enter the building except for the purpose of making the required repairs or of demolishing same.

- (c) The owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the Building Superintendent as provided hereinafter, and to appear before the Board of Building Appeals at a specified time and place to show cause why he should not comply with the notice.
- (d) In case the owner, agent or person in control cannot be found within the stated time limit, or if such owner, agent or person in control shall fail, neglect or refuse to comply with notice to repair, rehabilitate or to demolish and remove such building, structure or service equipment, or portion thereof, the Building Superintendent after having ascertained the cost, shall cause such building or structure or service equipment, or portion thereof, to be demolished, secured or required to remain vacant, or be shut down.
- (e) The decision of the Building Superintendent shall be final in cases of emergency which, in his opinion, involve imminent danger of human life or health. He shall promptly cause such building, structure, or service equipment, or portion thereof, to be made safe or removed. For this purpose, he may at once enter such structure or land on which it stands, or abutting land or structure, with such assistance and at such cost as he may deem necessary. He may vacate adjacent structures and protect the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.
- (f) Cost incurred under subsections (d) and (e) hereof shall be paid out of the City Treasury on certificate of the Building Superintendent. Such costs shall be charged to the owner of the premises involved and shall be collected in the manner provided by law. (Ord. 7-05. Passed 1-24-05.)

1305.10 EXAMINATION OF DAMAGED BUILDINGS.

The Building Superintendent shall examine or cause to be examined every building reported as dangerous or damaged, and shall make a written record of such examination, stating the nature and estimated amount of the damage, and the purpose for which the building was used.

(Ord. 7-05. Passed 1-24-05.)

1305.11 REQUIREMENTS NOT COVERED BY CODE.

Any requirement necessary for the strength or stability of an existing or proposed building or structure or for the safety of the occupants thereof not specifically covered by this Code, may be determined and ordered by the Building Superintendent.

(Ord. 7-05. Passed 1-24-05.)

1305.12 ALTERNATE MATERIALS AND METHODS OF CONSTRUCTION.

(a) The provisions of this Code are not intended to prevent the use of any material or method of construction not specifically prescribed by this Code, provided such alternate is included in Chapter One, Section ~~118114.~~ ~~and Chapter Thirty-five of the OBC.~~

(b) The Board of Building Appeals shall approve any other alternate not covered above, provided they find that the proposed design is satisfactory and that the material, method, or work offered is for the purpose intended, at least the equivalent of that prescribed in the Code in quality, strength, effectiveness, fire-resistance, durability and safety. The Board of Building Appeals shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use.

(Ord. 7-05. Passed 1-24-05.)

1305.13 LIABILITY.

(a) Any officer or employee or member of the Board of Building Appeals charged with the enforcement of this Code when acting in good faith, and without malice, in the discharge of his duties, and within the scope of his authority under this Code, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his duties under this Code.

(b) Any suit brought against any officer or employee because of such act performed by him in enforcement of any provision of this Code shall be defended by the Department of Law until the final termination of the proceedings.
(Ord. 7-05. Passed 1-24-05.)

1305.14 MONTHLY REPORTS.

The Building Superintendent shall make a monthly report on or before the tenth day of each month, of the number of permits or certificates issued during the preceding calendar month and the estimated value of construction of such buildings, structures or work for which the permits or certificates were issued, and any further information that may be required.
(Ord. 7-05. Passed 1-24-05.)

1305.15 PROOF OF COMPLIANCE; TESTING.

The Building Superintendent may require tests or test reports as proof of compliance with the provisions of this Code. Tests, if required, are to be made at the expense of the owner or his agent, by an approved testing laboratory or other approved agency. Copies of such test reports or the results of all such tests shall be kept on file in the office of the Building Superintendent.
(Ord. 7-05. Passed 1-24-05.)

1305.99 PENALTY.

No person shall locate, erect, construct, reconstruct, enlarge, change, maintain or use any building, equipment, or land in violation of any of the provisions of this Code, or any amendment or supplement thereto adopted by Council. Any person, firm or corporation violating any of the provisions of this Code or any amendment or supplement thereto, shall be deemed guilty of a misdemeanor of the third degree and, upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both. Each and every day during which such violation continues shall constitute a separate offense.
(Ord. 7-05. Passed 1-24-05.)

CHAPTER 1309
Permits

1309.01 When required.	1309.09 Conditions of permit.
1309.02 Form; deposit.	1309.10 Plans to be kept at site.
1309.03 Plans.	1309.11 Permits issued on affidavit.
1309.04 Plot plans.	1309.12 Foundation permits.
1309.05 Time limit on applications.	1309.13 Shell permit.
1309.06 Examination of plans.	1309.14 1309.04 Violation of this Code.
1309.07 Affidavits.	1309.15 1309.05 Maintenance of permit premises.
1309.08 Action on application.	

CROSS REFERENCES

Fees - see BLDG. Ch. 1311
 Craft licenses - see BLDG. Ch. 1315
 Board of Building Appeals - see BLDG. Ch. 1317

1309.01 WHEN REQUIRED.

(a) Whoever desires to construct, excavate for, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to install, alter, or repair wiring, fire extinguishing apparatus, engines, dynamos and other mechanical or electrical equipment; or to install or repair a furnace, heater, incinerator, or other heat producing apparatus, fuel tanks, fences over four feet in height, signs, swimming pools over ~~eighteen~~ **24 (TWENTY-FOUR)** inches in depth, awnings; erection and connection of radio and television antenna, or other appurtenances the installation of which is regulated by this Code or the Zoning Ordinance; or to cause any such work to be done, shall first make application to the Building Superintendent and obtain the required permit therefor, except that certain mechanical permits may only be applied for by duly authorized ~~master or industrial license~~ **REGISTRATION** holders or by owner-occupants of single-family residences hereinafter provided for in this Code.

- (1) Each separate building or structure shall require a separate permit.
- (2) The application shall be signed by the owner or his authorized agent; and if signed by other than the owner, it shall verify that the proposed work is authorized by the owner and that the applicant is authorized to make such application and obtain such permit.

(b) Ordinary minor repairs where the cost of the work shall not exceed three hundred dollars (\$300.00) may be made without filing an application or obtaining a permit, except that ordinary minor repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety. In addition, a permit is required for re-roofing or siding a structure.

(c) Manufacturing plants, as herein defined, having a bona fide maintenance department and employing a graduate engineer, or employing a plant engineer having at least ten years experience, whose name shall be on file with the Building Superintendent, may secure an annual permit for all work covered by this Code and performed by the maintenance department at their manufacturing site, except for new building construction and additions or alterations affecting more than thirty-three and one-third percent (33 1/3%) of the physical structure of an existing building. Such permit may be secured during the month of January, shall be in lieu of all other charges hereunder, and the fee shall be three hundred fifty dollars (\$350.00) per year for those plants employing more than 2,000 employees and one hundred seventy-five dollars (\$175.00) per year for those plants employing less than 2,000 employees. Such plant shall, at all reasonable times, be subject to inspection by the Building Superintendent, the Fire Chief and the Board of Health representative to assure compliance with the provisions of this Code. (Ord. 7-05. Passed 1-24-05.)

1309.02 FORM; DEPOSIT.

(a) Each application for a permit, with the required deposit shall be filed with the Building Superintendent on a form furnished by him, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or his authorized agent. ~~A twenty-five dollar (\$25.00) deposit for residential permits and~~ A deposit in accordance with the following schedule for commercial and industrial permits will be required with all applications. This deposit will apply toward the permit fee, except that it will be forfeited if the permit is not picked up within sixty days after the date of application. The deposit amount for commercial and industrial permits shall be as follows:

<u>ESTIMATED CONSTRUCTION COST</u>	<u>DEPOSIT AMOUNT</u>
\$0-10,000	\$50.00
\$10,000 - 50,000	100.00
\$50,000 - 100,000	200.00
\$100,000 - 500,000	300.00
\$500,000 - 1,000,000	500.00
over \$1,000,000	1,000.00

(b) Each application for a permit shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building and shall contain such other information as may be required by the Building Superintendent. (Ord. 7-05. Passed 1-24-05.)

1309.03 PLANS.

(a) If a permit is required, and when required by the Building Superintendent, two or more copies of drawings to scale with sufficient specification data to determine with clarity and detail the nature and character of the work, shall accompany each application. Such plans and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the applicable Code. Such information shall be specific, and this Code shall not be cited as a whole or in part, nor shall the term legal or its equivalent be used as a substitute for specific information. One copy of one, two and three-family structure plans shall be retained by the Building Division for two years after completion of the structure and will be disposed of unless called for by the owner. Commercial and industrial plans are retained permanently. (See Section 1309.10.)

(b) The Building Superintendent may require any reasonable details and computations and stress diagrams and other data necessary to describe the construction and the basis of calculations.

- (1) ~~Plans~~ **Required PLANS** shall be drawn to scale and shall be sufficiently clear, comprehensive, detailed and legible when submitted to the building official so that, together with any accompanying specifications and data, a person who is competent in such matters can determine whether or not the proposed building, addition or alteration and all proposed building equipment will conform in safety and sanitation to all applicable provisions of ~~this~~ **THE APPLICABLE** Code and City ordinances. **PLANS SHALL BE SUBMITTED IN TRIPLICATE AS WELL AS IN ELECTRONIC/DIGITAL FORMAT WHICH MEETS THE STANDARDS AS SET BY THE BUILDING SUPERINTENDENT. THE COST TO SCAN DRAWINGS INTO AN ELECTRONIC/DIGITAL FORMAT SHALL BE ASSESSED TO THE PERMIT APPLICANT. COST TO BE DETERMINED BY THE BUILDING SUPERINTENDENT.**

- ~~(2) If substantive changes to the building are contemplated after first plan submission, or during construction, those changes must be submitted to the Building Superintendent for review and approval prior to those changes being executed. The Building Superintendent may waive this requirement in the case of an emergency repair, or similar instance.~~

- ~~(3) Plans, when submitted to the Building Superintendent for review shall include:~~

- ~~A. A plot plan showing street location; the location of the proposed building and all existing buildings on the site; including setback and sideyard dimensions; distances between all buildings; and location and sizes of all utilities lines and/or easements. (See Section 1309.04 regarding plot diagram.)~~
- ~~B. Floor plans, including plans of full or partial basements or cellars and full or partial attics. Floor plans must show all relevant information such as door swings, stairs and ramps, windows, shafts, etc.; and must be sufficiently dimensioned to describe all relevant space sizes.~~
- ~~C. All elevations necessary to completely describe the exterior of the building including floor to floor dimensions.~~
- ~~D. Cross sections, wall sections and detail sections, to scale, as may be required to describe the general building construction including wall, ceiling, floor and roof materials and construction; and details which may be necessary to describe typical connections, etc.~~

~~E. Complete structural description of the building on the above drawings or on separate drawings including size and location of all principal structural elements. In the case of subterranean structure, a table of live loads used in the design of the building and computations, stress diagrams and other data sufficient to show correctness of plans is required.~~

~~F. Complete description of the mechanical and electrical systems of the building on the above drawings or on separate drawings, including plumbing schematics and principal plumbing, fire suppression systems, heating, ventilation and air conditioning duct and piping layouts and lighting and power equipment layouts, when required by the Building Superintendent.~~

~~(c) No department, bureau, board, commission, officer or agent of the City shall accept, file or approve any plans and specifications for any building work or improvement in the City or issue or grant any permit pursuant thereto, unless the plans and specifications have been prepared or approved by a person legally qualified by registration to prepare plans and specifications for buildings, works and improvements under the laws of the State. Any acceptance, filing, and/or approval of plans and specifications for buildings, works or improvements or the issuing or granting of any permits contrary to the provisions of this regulation shall be void. All plans, surveys, and specifications shall bear the professional seal of the person responsible for their preparation or approval, such as structural engineer, architect or surveyor. With the exception of plot plans which must be prepared by a surveyor, nothing in the above paragraph shall be held or construed as applying to the construction, repair or remodeling of any of the following:~~

~~(1) Single family and two and three family dwellings and the auxiliary buildings thereto, except for industrialized units which are governed by the OBC.~~

~~(2) Repairs and alterations of buildings which do not adversely affect health, safety or structural stability.~~

~~(3) Repairs and alterations within an industrial plant.~~

~~(4) Alterations or repairs to mechanical branches of existing buildings.~~

~~Provided, however, that the drawings for all such exempt buildings shall clearly designate the true author thereof and the true ownership of the property, and shall state under which of the above provisions exemption is claimed.~~

~~(d) Any acceptance, filing and/or approval of plans, surveys and specifications for buildings, works or improvements or the issuing or the granting of any permit contrary to the provisions of this section shall be void. (Ord. 7-05. Passed 1-24-05.)~~

~~1309.04 PLOT PLANS.~~

~~(a) All applications for building permits for one, two and three family dwellings shall be accompanied by a plot plan in triplicate and all applications for building permits under the OBC shall be accompanied by eight copies of the plot plan, with the following site plan requirements:~~

~~(1) Vicinity map;~~

~~(2) Site plan (scale between 1"=30' and 1"=100');~~

~~(3) Zoning of property;~~

~~(4) Name of submitted project;~~

- ~~(5) Owner, engineer, developer, surveyor, architect when applicable;~~
- ~~(6) Surveyor's certifications;~~
- ~~(7) Legal boundaries and survey markers;~~
- ~~(8) Contour map with 5 foot intervals with drainage arrows shown;~~
- ~~(9) Existing streets, public rights of way, and easements;~~
- ~~(10) Existing buildings;~~
- ~~(11) Waterways/ponds;~~
- ~~(12) Trees with 6 inch caliper or greater;~~
- ~~(13) Floodways (Federal Insurance Rate Map) data;~~
- ~~(14) Proposed street/curb cuts;~~
- ~~(15) Off street parking;~~
- ~~(16) All walkways and bikeways;~~
- ~~(17) Open space/recreational area;~~
- ~~(18) Screening and buffering dimensions/materials;~~
- ~~(19) Final grade plan;~~
- ~~(20) Utilities plan;~~
- ~~(21) Drainage/sedimentation/erosion/retention/detention plans, where applicable;~~
- ~~(22) Landscaping plan;~~
- ~~(23) Building locations and first floor elevation;~~
- ~~(24) Finished grade at the building corners;~~
- ~~(25) Floor plan square footages for Planned Unit Development final development plan;~~
- ~~(26) Lot area;~~

~~and such other information as may be necessary to provide for the enforcement of this Code and the Zoning Ordinance. A careful record of such applications and plot plans shall be kept in the office of the Building Superintendent.
(Ord. 7-05. Passed 1-24-05.)~~

~~1309.05 TIME LIMIT ON APPLICATION.~~

~~An application for any permit shall be deemed to have been abandoned sixty days after the date of filing, unless the permit shall have been issued before then; provided that, for cause, one or more extensions of time for periods not exceeding ninety days each may be allowed by the Building Superintendent.
(Ord. 7-05. Passed 1-24-05.)~~

~~1309.06 EXAMINATION OF PLANS.~~

~~The Building Superintendent shall examine or cause to be examined each application for a permit and the plans and computations filed therewith and shall ascertain by such examination whether the construction indicated and described is in accordance with the requirements of this Code and all other pertinent laws or ordinances. When the Building Superintendent finds that plans submitted to him for approval conform to the applicable provisions of this Code, he shall endorse or stamp such plans as approved. The Building Superintendent may issue a partial plan approval for construction of a foundation or any other part of a building or structure before complete plans and specifications for the entire building or structure have been submitted, provided that such approvals are issued for various stages in sequence of construction and that all information and data required by this Code for that portion of the building or structure has been submitted. The holder of a partial plan approval may proceed only to the point for which approval has been given at his own risk and without assurance that approval for the entire building or structure will be granted. (Ord. 7-05. Passed 1-24-05.)~~

~~1309.07 AFFIDAVITS.~~

~~———— If the plans submitted conform to the laws as to egress, type of construction, and general arrangement and are accompanied by drawings showing the structural design and by a statement that the plans and design conform to the requirements of law as to strength, stresses, strains, loads and stability and are filed and sworn to by a registered architect or engineer, the Building Superintendent may, without further examination, accept such affidavit; provided that the registered architect or engineer who made such affidavit agrees to submit to the Building Superintendent, on the completion of the structure, a certification that to the best of his knowledge, the structure has been erected in accordance with the requirements of this Code. (Ord. 7 05. Passed 1 24 05.)~~

~~1309.08 ACTION ON APPLICATION.~~

~~———— If the Building Superintendent is satisfied that the work prescribed in an application for a permit and the plans filed therewith conforms to the requirements of this Code and other pertinent laws and ordinances, he shall issue a permit therefor to the applicant. If the application for a permit and the plans filed therewith describe work which does not conform to the requirements of this Code or other pertinent laws or ordinances, the Building Superintendent shall not issue such permit. Such refusal shall, when requested, be in writing and shall contain the reasons therefor. Action by the Building Superintendent must be completed on one, two and three family permits within ten working days and on all other permits within thirty calendar days. (Ord. 7 05. Passed 1 24 05.)~~

~~1309.09 CONDITIONS OF PERMIT.~~

~~———— A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of this Code; nor shall such issuance of a permit prevent the Building Superintendent from thereafter requiring a correction of errors in plans or in construction, or of violation of this Code. Any permit issued shall become invalid unless the work authorized by it shall have been commenced within sixty days after its issuance or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced; provided that, for cause, one or more extensions of time, for periods not exceeding ninety days each may be allowed in writing by the Building Superintendent. (Ord. 7 05. Passed 1 24 05.)~~

~~1309.10 PLANS TO BE KEPT AT SITE.~~

~~———— When the Building Superintendent issues a permit, he shall endorse in writing, or stamp, all sets of plans, "Approved". One set of plans so approved shall be retained by the Building Superintendent and the other sets shall be returned to the applicant. The approved plans shall be at the site of the work and shall be open to inspection by the Building Superintendent or his authorized representative. (Ord. 7 05. Passed 1 24 05.)~~

~~————~~ **1309.11 PERMITS ISSUED ON AFFIDAVIT.**

~~————~~ Whenever a permit is to be issued in reliance upon an affidavit as provided in Section 1309.07, the Building Superintendent shall require that the architect or the engineer who signed the affidavit or made the plans or computations shall supervise the construction of such work and be responsible for conformity with the approved plan, and forthwith upon its completion make and file with the Building Superintendent a written affidavit that the work has been done in conformity with the approved plans and the structural provisions of the Code to the best of their knowledge and belief. Whenever the work to be covered by a permit involves construction which, in the opinion of the Building Superintendent, is hazardous or complex, the Building Superintendent shall require the owner to employ a competent person or agency, or in the situation involving a permit issued in reliance of an affidavit as provided in Section 1309.07, the architect or engineer who signed the affidavit, to supervise such work and be responsible for its conformity with the approved plans and forthwith upon its completion make and file with the Building Superintendent a written affidavit that the work has been done in conformity with the approved plans and structural provisions of the Code to the best of their knowledge and belief. (Ord. 7-05. Passed 1-24-05.)

~~————~~ **1309.12 FOUNDATION PERMITS.**

~~————~~ When application for permit to erect or enlarge a building has been filed, and pending issuance of such permit, the Building Superintendent may, at his discretion, issue a special permit for the foundations of such buildings. The holder of such a special permit shall proceed at his own risk and without assurance that a permit for the superstructure will be granted. (Ord. 7-05. Passed 1-24-05.)

~~————~~ **1309.13 SHELL PERMIT.**

~~————~~ When application for a permit to erect or enlarge an industrial or commercial building has been filed, and pending issuance of such permit, the Building Superintendent may, at his discretion, issue a special permit for the foundation and shell provided all building plans have been submitted and approved except mechanical (HVAC, electrical and plumbing). (Ord. 7-05. Passed 1-24-05.)

1309.14 1309.04 VIOLATION OF THIS CODE.

Any person, firm or corporation who is in violation of this Code and has been notified to correct the violation may be refused a permit for any future work to be done in the City until the violation has been corrected. (Ord. 7-05. Passed 1-24-05.)

1309.15 1309.05 MAINTENANCE OF PERMIT PREMISES.

(a) Every person, firm or corporation to whom a building permit has been issued under this Code shall until the issuance of a final occupancy permit be responsible for and shall cause the permit premises to be maintained at all times in accordance with the following requirements:

- (1) All paper, trash, plastic and any other material which is subject to being blown about or off the permit premises shall at all times be placed or secured in such a manner that it does not blow about or off the permit premises.

- (2) All uprooted trees and bushes, branches, limbs, trash, construction debris and litter as defined in Section 557.02(b) shall be removed from the permit premises at least once in every two week period and shall not be burned or buried on the permit premises. Such trash, construction debris and litter shall be removed to an appropriate landfill or other approved facility. The building permit holder shall be responsible at all times for controlling such material on-site and ensuring that there are no adverse impacts to water quality.
- (3) Sedimentation control devices and measures shall be installed and maintained at all times in accordance with the approved plot plan, if any, and in such a manner that all mud and sediment is contained on the permit premises and not permitted to escape onto adjoining property or public right of way. These sedimentation control measures shall include, but are not limited to, a driveway base or temporary construction entrance for each lot under development. On residential development lots, the driveway base should be established no later than during the foundation construction phase using ODOT Type 304 aggregate base material (or approved equivalent). On commercial/industrial development lots, a temporary construction entrance should be established during the initial site grading operation using 2-inch stone (or approved equivalent).
- (4) The building permit holder shall be responsible under the provisions of Section 905.03(b) for the immediate removal and cleaning and/or the cost of such removal and cleaning of all mud and other sediment which comes from the permit premises by any means onto any street, alley or public ground.

(b) As provided in Section 1305.07, the Building Superintendent has the authority to issue a stop work order for failure to maintain any site in accordance with the requirements listed above.

(Ord. 7-05. Passed 1-24-05.)

CHAPTER 1311
Fees

1311.01	Payment required before permit issued; penalty.	1311.03	Schedule of fees.
1311.02	Record of permits and fees.	1311.04	Estimate of cost of work.

CROSS REFERENCES

Planning fee schedule for plats; conditional use; planned unit developments and lot splits - see ADM. 141.01
Water and sewer hookup fees - see S.U. & P.S. Ch. 921, App. B; 925.05(e)

1311.01 PAYMENT REQUIRED BEFORE PERMIT ISSUED; PENALTY.

(a) No permit shall be issued until the fees prescribed in this chapter shall have been paid. Nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of the building structure, shall have been paid.

(b) The fees to be paid shall be determined by the Division of Building and Zoning according to the schedule in Section 1311.03, and shall be noted on the application, when approved, for the issuing of the permit. Such fee shall be paid to the City and receipt for the same shall be given.

(c) FOR ALL PLAN REVIEW OF COMMERCIAL AND INDUSTRIAL STRUCTURES, THERE SHALL BE AN ADDITIONAL FEE EQUAL TO TEN PERCENT (10%) OF THE FEE AS DETERMINED IN 1311.03 AND SHALL BE CHARGED AND PAID BY THE APPLICANT AT THE TIME THE PERMIT IS ISSUED. ANY THIRD PARTY PLAN REVIEW COSTS SHALL BE CHARGED AND PAID FOR BY THE APPLICANT AT THE TIME THE PERMIT IS ISSUED.

(e) (d) If any work is commenced on a building or structure before obtaining the necessary permit from the City, unless reasonable doubt exists as to the requirement of a permit, the fees below shall be The greater of double the permit fee or \$100.00 for the first offense. The greater of double the permit fee or \$200.00 for the second and additional offense(s). However, the payment of such double fee shall not relieve any person from fully complying with all the requirements of this Code, nor shall payment exempt the person from any other penalty prescribed herein. (Ord. 7-05. Passed 1-24-05.)

1311.02 RECORD OF PERMITS AND FEES.

The Building Superintendent shall keep accurate records of all permits issued, the names of all persons receiving permits, permit fees, and other moneys and dates thereof. (Ord. 7-05. Passed 1-24-05.)

1311.03 SCHEDULE OF FEES.

For all the buildings, structures or alterations and items of the building industry not covered by a unit permit fee, which require a permit as set forth in Chapter 1309, the applicant shall, at the time of issuance of the permit, pay the fee set forth in the following schedule:

Buildings, structures or alterations and unlisted items of the building industry:

- (a) When the valuation of the work does not exceed three hundred dollars (\$300.00), no permit shall be required unless an inspection is required, in which case ~~there shall be a twenty five dollar (\$25.00) fee.~~ **THE MINIMUM INSPECTION FEE SHALL BE A FORTY DOLLAR (\$40.00) FEE FOR RESIDENTIAL AND AN EIGHTY DOLLAR (\$80.00) FEE FOR COMMERCIAL CONSTRUCTION.**
- (b) The following listed items do not require a building permit, but such list shall not be viewed as all inclusive:
Driveways, walks, fences four feet in height or less, (See Section 1180.04(b)(1)), landscaping other than retaining walls, painting and papering for maintenance purposes, storm or screen doors, storm or screen windows, and any other items approved by the Board of Building Appeals.
- (c) No permit fee is required, but application must be made and plans filed for inspection and recording purposes, for buildings erected by the State or any taxing subdivision thereof; and for parochial, elementary and high school buildings, when such buildings are erected and are to be used exclusively for such school purposes and for residential flood protection projects.
- (d) Building permit fees shall be as follows:

One, Two and Three-Family Residences
and Accessory Buildings or Structures

<u>Estimated Cost</u>	<u>Permit Fee</u>
\$300.00 to \$100,000 \$3000 TO \$99,999	1/3 of one and one half percent (1.5%) plus \$15.00 (COST OF JOB X .006) + \$22.00
\$100,000 and up ABOVE	1/5 of one and one half percent (1.5%) of amount over \$100,000 plus \$500.00 (COST OF JOB X .004) + \$500.00

Commercial, Industrial and Multi-Family Buildings
and Accessory Buildings or Structures

<u>Estimated Cost</u>	<u>Permit Fee</u>
\$300.00 to \$100,000 \$4000 TO \$99,999	3/5 of one and one half percent (1.5%) plus \$15.00 (COST OF JOB X .009) + \$44.00
\$100,000 and up ABOVE	1/5 of one and one half percent (1.5%) of amount over \$100,000 plus \$900.00 (COST OF JOB X .004) + \$900.00

- ~~(e) If mechanical work is to be performed, the cost of such work should not be included in the estimated cost.~~
- ~~(f) An application for a permit for mechanical work shall be made by the licensed masters of their respective branches and paid for by them. A homeowner~~

~~occupant who is doing his own work shall apply and pay for a permit at the same rate as the licensed masters.~~

- ~~(g) Repair of a building shall require a permit with fees in accordance with subsections (d) and (e) hereof, unless exempted under subsections (a), (b) or (c) hereof. Fire and roof replacement, partial or complete, requires a permit as in subsections (d) and (e) hereof.~~
- (E) When additional inspections are required due to a request for inspection before job is ready, or extra inspections are needed due to defective work or inferior material, a charge of ~~twenty five dollars (\$25.00)~~ **FIFTY DOLLARS (\$50.00)** shall be made for each additional visit to the project, other than regular inspections. **THE COSTS ASSOCIATED WITH THIRD PARTY INSPECTIONS REQUIRED TO DETERMINE COMPLIANCE WITH APPLICABLE CODES WILL BE CHARGED TO THE PERMIT HOLDER.**
- ~~(i) Tanks. Each tank intended for use as a storage tank for any type inflammable or combustible liquid or gas, or for oil, or any chemical listed by NFPA in the hazardous chemical category, or for any material designated by the Fire Chief of the City to be dangerous, shall require a permit as per the following schedule:~~

<u>Capacity in Gallons Per Tank</u>	<u>Fee</u>
300 or less	\$30.00
Over 300 to 1,000	40.00
For each additional 1,000	10.00

~~Procurement of the required permit does not relieve the installer or owner of any fuel storage tank for providing all requirements for the installation as designated by the Building and/or Fire Code.~~

- (F) Awnings and Signs. Fee
 Awnings : For each awning overhanging an area used by the public \$25.00
 Signs **AND AWNINGS:**
 Minimum Fee ~~\$25.00~~ **\$40.00**
 The permit fee to be based upon the estimated cost (commercial). **AS DESCRIBED IN SECTION (D) ABOVE**
 (G) Tents. ~~\$25.00~~ **\$40.00**

- ~~(l) Moving of Buildings.
 For a permit to move a building through or across any public street, alley or highway. \$100.00
 All other moving of buildings. \$50.00~~

- (H) Demolition or Wrecking of Buildings.
 One story building \$25.00 **\$30.00** per 1000 square feet

- ~~(n) Heating, Ventilation and Air Conditioning See Chapter 1337.~~
- ~~(o) Electrical. See Chapter 1335.~~
- ~~(p) Plumbing. Butler County Health Department.~~

	<u>Fee</u>
(q) Radio and Television Antennas:	
Based upon the estimated cost of the job, residential or commercial.	\$25.00 minimum
(r) Gas Piping:	
Residential	\$35.00
Commercial	\$35.00 plus \$3.50 per opening
(s) Occupancy of Streets. With material, or barricading or partitioning off streets, sidewalks or alleys during building construction:	
Three consecutive days	None
For each thirty days or fraction thereof	\$25.00
(I) Renewal of Any Permits.	\$25.00
(J) Change of Occupancy Inspection.	\$50.00
(v) Change in Plans. A minimum fee of \$25.00 will be charged for a substantial change in plans previously submitted and reviewed for any building.	
(w) Curb Cut Permit:	
Residential	\$25.00
Commercial/Industrial	\$50.00
(x) Fire Protection Systems, Sprinklers, Underground Fire Mains and Standpipe.	
The fee shall be based on the estimated cost of the work:	
ESTIMATED COST	PERMIT FEE
\$300.00 to \$100,000	3/5 of 1.5% PLUS \$15.00
\$100,000 and up	1/5 of 1.5% of amount over \$100,000 plus \$900.00
(y) Any Other Requested Inspection.	\$25.00
(z) In addition to the fees provided in subsections (a) through (x) above, for all permits or fees involving plan submittal for commercial or industrial structures, an additional fee for plan review cost equal to ten percent (10%) of the fee stated above shall be charged and paid by the applicant at the time the permit is issued. (Ord. 7-05. Passed 1-24-05.)	
(K) AN APPLICATION FOR A PERMIT FOR MECHANICAL OR ELECTRICAL WORK SHALL BE MADE BY THE REGISTERED CONTRACTOR OF THEIR RESPECTIVE BRANCHES AND PAID FOR BY THEM USING THE SCHEDULE BELOW. A HOMEOWNER-OCCUPANT WHO IS DOING HIS OWN WORK SHALL APPLY AND PAY FOR A PERMIT AT THE SAME RATE AS THE REGISTERED CONTRACTOR.	

MECHANICAL AND ELECTRICAL FEE CALCULATION SCHEDULE

1. ALL MECHANICAL, ELECTRICAL AND FIRE SUPPRESSION/ALARM IMPROVEMENTS AND OR RENOVATIONS SHALL FOLLOW THE SCHEDULE OF FEES AS DESCRIBED IN

SECTION 1311.03 (d).

2. THE FOLLOWING FEES FOR MISCELLANEOUS MECHANICAL AND ELECTRICAL INSTALLATIONS ARE HEREBY ENACTED:

a. HVAC STANDARD FEES

RESIDENTIAL FURNACE OR A/C	\$40.00
RESIDENTIAL FURNACE AND A/C	\$60.00

b. ELECTRIC STANDARD FEES

NEW HOUSE	\$125.00
RESIDENTIAL REMODEL OR ADDITION	\$ 75.00
PER UNIT MULTI-FAMILY	\$ 70.00
TEMPORARY SERVICE/POLE RELEASE	\$ 40.00
ABOVE GROUND SWIMMING POOL WIRING	\$ 25.00
INGROUND SWIMMING POOL WIRING	\$ 40.00
INGROUND SWIMMING POOL BONDING	\$ 40.00
MOBILE HOME	\$ 40.00

1311.04 ESTIMATE OF COST OF WORK.

(a) Before a permit shall be granted, the Building Superintendent shall estimate the value of the proposed work. The method of estimating shall be by square footage. ~~These figures are to be reviewed and revised each January and July.~~

(b) On "cost plus" or "time and material" jobs, either new projects, remodeling, repair or replacement, a permit shall be issued and a fee charged on an estimated value. (Ord. 7-05. Passed 1-24-05.)

CHAPTER 1313
Inspections; Certificate of Occupancy

1313.01	Prerequisite for permit.	1313.04	Contents of certificate.
1313.02	When inspections required.	1313.05	Conditional certificate of occupancy.
1313.03	When certificate of occupancy required.	1313.06	Existing buildings.

CROSS REFERENCES

Enforcement - see BLDG., Ch. 1305

Appeals - see BLDG., Ch. 1317

1313.01 PREREQUISITE FOR PERMIT.

(a) Before issuing a permit, the Building Superintendent may examine or cause to be examined all buildings for which an application has been received for a permit to enlarge, alter, or repair and shall examine all buildings for which an application has been received to move, demolish or change the occupancy thereof. He shall inspect all buildings and structures from time to time during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and all of the violations of, and nonconformance to, this Code.

~~———— (b) ———— When deemed necessary by him, he shall make an inspection of materials or assemblies at the point of manufacture or fabrication. He shall make a record of every such examination and inspection and of all violations of, and nonconformance to, this Code.~~

~~———— (c) ———— The Building Superintendent shall make, or cause to be made, the inspections called for by these requirements. He may accept reports of inspection of recognized inspection services, provided that after investigation he is satisfied as to their qualifications and reliability. But no certificate called for by any provision of these requirements shall be based on such reports unless the same are in writing and certified by a responsible officer of such service. (Ord. 7-05. Passed 1-24-05.)~~

~~1313.02 WHEN INSPECTIONS REQUIRED.~~

~~— (a) — The Building Superintendent shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building or structure upon completion, prior to the issuance of a certificate of occupancy as required in Section 1313.03.~~

~~— (b) — With every permit issued, a separate display card shall be issued stating the type of permit. Such display card shall be kept posted in a conspicuous place visible from the outside of the building on which the work is being done or at the site of the construction. A separate card properly identified shall be required for each separate job. This permit card shall be maintained in such position by the permit holder until the final inspection or until the certificate of occupancy has been issued by the Building Superintendent. Willful failure to keep the permit card posted shall be a violation of this Code.~~

~~— (c) — The Building Superintendent, upon notification from the permit holder or his agent, shall make the following inspections of buildings and such other inspections as may be necessary, and shall either approve that portion of the construction for which inspection was requested, or shall withhold approval when that portion of construction inspected fails to comply with the requirements of this Code.~~

- ~~— (1) — Footing/foundation inspection. To be made after trenches are excavated and forms erected, and before concrete is poured.~~
- ~~— (2) — Foundation drainage inspection. To be made after drainage system is installed and before backfill is placed or gravel and concrete placed for slab.~~
- ~~— (3) — Slab inspection. To be made before pouring concrete. Perimeter insulation inspection is required. Heating or electrical slab inspection is required when electrical equipment or heating/cooling ducts are to be encased within the concrete floor.~~
- ~~— (4) — Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place and all vents are complete.~~
- ~~— (5) — Plumbing inspection. To be made at a time during construction when all the important features of the plumbing equipment are installed, and are adequately exposed to view. This inspection is accomplished by the Butler County Plumbing Inspector.~~
- ~~— (6) — Heating/cooling/ventilating inspection; rough. Shall be made when the heating/cooling/ventilating equipment is installed and all supply and return duct systems are in place, and before insulation or any other cover material is applied which may conceal any part of the system.~~
- ~~— (7) — Electrical inspection; rough. Shall be made after wiring is installed in the structure, and before insulation or any other cover material is applied which may conceal any part of the wiring system.~~
- ~~— (8) — Electrical temporary heat release inspection. Shall be made when the electrical service entrance is completed and the heating equipment is installed and ready for electrical connection.~~
- ~~— (9) — Electrical underground service inspection. Shall be made at a time when the trench is open and the underground service entrance is exposed to view.~~

- ~~(10) Insulation inspection. Shall be made after all insulation has been installed and prior to the application of dry wall, paneling or any material which might cover or conceal the insulation to be inspected.~~
- ~~(11) Gypsum Board Inspection. Shall be made after all gypsum board is installed and fastened by nails or screws and before joint compound is applied.~~
- ~~(12) Fireplace or chimney inspection. To be made at a time during construction when all the important features of the fireplace and chimney which required inspection are adequately exposed to view.~~
- ~~(13) Electrical inspection; final. Shall be made after all electrical devices, equipment, fixtures and wiring have been installed, connected and are ready for use.~~
- ~~(14) Heating/cooling inspection; final. Shall be made after all equipment is installed and the system can be operated.~~
- ~~(15) Building final. Shall be made after the building is completed.~~
- ~~(16) Certificate of occupancy inspection. After application, a certificate of occupancy inspection shall be made when all mechanicals and the building have had final inspections (electrical, HVAC, and plumbing) and all site inspections have been performed by the appropriate City departments, and the building is ready for occupancy.~~

~~— The Inspector shall place either a notice of approval or a notice of non-approval in a conspicuous location within the structure inspected. No person shall alter, tamper with, or remove the red tag notice placed by the inspector. It shall be removed only by an inspector.~~

~~— The permit holder shall be responsible for the maintenance of any inspection or other lawful notice provided and placed on his construction site by the Building Superintendent or his agent.~~

~~(d) No work shall be done on any part of a building or structure beyond the point indicated in each successive inspection without first obtaining the permission of the Inspector. However, permission to proceed shall be deemed to have been given if the Inspector shall fail to make the inspection within twenty four hours after notification, disregarding Saturdays, Sundays and legal holidays.~~

~~(e) No reinforcing steel or structural frame work of any part of any building or structure shall be covered or concealed in any manner whatsoever without first obtaining the permission of the Inspector. However, permission to proceed shall be deemed to have been given if the Inspector shall fail to make the inspection within twenty four hours after notification, disregarding Saturdays, Sundays and legal holidays.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~**1313.03 WHEN CERTIFICATE OF OCCUPANCY REQUIRED.**~~

~~No new building shall be occupied and no change in occupancy of a building or part of a building shall be made until after the Building Superintendent shall have issued a certificate of occupancy therefor. Upon application, the Building Superintendent shall, within seven consecutive working days, excluding Saturdays, Sundays and legal holidays, issue a certificate of occupancy for a new building or reject such application citing his specific reasons therefor, which reasons shall only be the inability of a building to properly support the use for which it is intended or defects in construction, or erroneous material usage in violation of this Code. An application involving a change of occupancy shall be acted upon within four consecutive working days, excluding Saturdays, Sundays and legal holidays. (Ord. 7-05. Passed 1-24-05.)~~

~~1313.04 CONTENTS OF CERTIFICATE.~~

~~Upon completion of a building hereafter erected in accordance with approved plans, and after the final inspection herein referred to, and upon application therefor, the Building Superintendent shall issue a certificate of occupancy stating the nature of the occupancy with the approved plans and with the provisions of this Code.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~1313.05 CONDITIONAL CERTIFICATE OF OCCUPANCY.~~

~~A conditional certificate of occupancy may be issued for a portion or portions of a building. Such conditional certificate of occupancy shall be issued within seven consecutive working days after application unless the Building Superintendent shall reject such application in the manner and for the same reasons set forth in Section 1313.03.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~1313.06 EXISTING BUILDINGS.~~

~~A certificate of occupancy for any existing building may be obtained by applying to the Building Superintendent and supplying the information and data necessary to determine compliance with this Code for the occupancy intended. Where necessary, in the opinion of the Building Superintendent, two sets of detailed plans or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of this Code for such occupancy, a certificate of occupancy shall be issued.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

CHAPTER 1315
Craft Licenses AND CONTRACTOR REGISTRATION

1315.01 Applications.	1315.04 Application form.
1315.02 Review by examining board; variances.	1315.05 Fire protection system license _____ required.
1315.03 Failure to qualify.	

CROSS REFERENCES

Power to license house movers, electricians, plumbers, sewer tappers,
vault cleaners - see Ohio R.C. 715.27
Fees - see BLDG. Ch. 1311

1315.01 APPLICATIONS.

~~Craft licenses~~ **REGISTRATIONS** for HVAC and electric shall only be issued to individual persons and not in the name of any firm or corporation. The ~~license~~ **REGISTRATION** may state that the holder is the authorized ~~license~~ **REGISTRATION** holder representative of a firm or corporation. Craft licenses for sign erection may be issued in the name of a firm, corporation or individual person. Persons desiring craft licenses **OR REGISTRATIONS** shall apply to the Clerk of the Building and Zoning Division for the appropriate application form, which, when completed, shall be returned to the Clerk with the examination fee as required by the appropriate craft license **AND CONTRACTOR REGISTRATION** section of this Code.
(Ord. 7-05. Passed 1-24-05.)

1315.02 REVIEW BY EXAMINING BOARD; VARIANCES.

(a) **FOR CRAFT LICENSES FOR SIGN ERECTORS,** ~~the~~ Clerk shall deliver the completed application form to the Building Superintendent, who shall check the completed application form to determine that all necessary data is supplied and that the proper fee has been paid. The Building Superintendent shall secure from the references listed on the application form a letter and/or other acceptable verification of the applicant's qualifications.

(b) The completed application form as prepared by the applicant shall, on verification of all qualifications, be given to the Civil Service Clerk.

(c) The Civil Service Clerk shall notify the applicant when to appear for the requested examination after receipt of the completed and verified application from the Building Superintendent. (Ord. 7-05. Passed 1-24-05.)

1315.03 FAILURE TO QUALIFY.

If, upon examination of the completed application, the Building Superintendent finds the applicant not qualified to take the requested examination, the applicant shall be notified by the Building Superintendent and any fee deposited shall be returned to the applicant.
(Ord. 7-05. Passed 1-24-05.)

1315.04 APPLICATION FORM.

Standard application forms shall be prepared by the Building Superintendent for use by the secretary of the appropriate craft board.
(Ord. 7-05. Passed 1-24-05.)

~~1315.05 FIRE PROTECTION SYSTEM LICENSE REQUIRED.~~

~~_____ All portions of any fire protection system shall be installed by contractors holding a valid license issued by the office of the Ohio State Fire Marshal.
(Ord. 7-05. Passed 1-24-05.)~~

**CHAPTER 1317
Board of Building Appeals**

1317.01	Appointment.	1317.06	Records.
1317.02	Term of office.	1317.07	Quorum.
1317.03	Membership.	1317.08	Applications and appeals.
1317.04	Powers and duties.	1317.09	Decisions of the Board.
1317.05	Administering oaths.		

CROSS REFERENCES

Members, powers, duties - see CHTR., §8.03
Board of Zoning Appeals - see P. & Z., Ch. 1137

1317.01 APPOINTMENT.

There is hereby created a Board of Building Appeals consisting of six members to be appointed by the City Manager, subject to confirmation by the Council by a majority vote of its members. (Ord. 7-05. Passed 1-24-05.)

1317.02 TERM OF OFFICE.

Members of the Board shall serve for overlapping terms of office of four years each. (Ord. 7-05. Passed 1-24-05.)

1317.03 MEMBERSHIP.

Members of the Board of Building Appeals shall be electors of the City; and, to the extent feasible, one member each shall be appointed from the following occupations or professions: a building contractor, a registered mechanical engineer, a master electrician, a master heating, ventilating and air conditioning licensee, a master plumber, and an attorney-at-law licensed to practice in the State. The builder, mechanical engineer, electrician, HVAC licensee, and plumber shall, to the extent feasible, have at least five years experience in the building construction industry. Failure of the members of the Board to meet the occupational and experience qualifications as set forth in this section shall not cause a forfeiture of their office nor invalidate any action taken by the Board. (Ord. 7-05. Passed 1-24-05.)

1317.04 POWERS AND DUTIES.

The Board of Building Appeals shall have these powers, duties and functions as provided under the Charter and ordinances and resolutions of the City.
(Ord. 7-05. Passed 1-24-05.)

1317.05 ADMINISTERING OATHS.

The Chairman of the Board may administer oaths and compel the attendance of witnesses. All meetings of the Board except executive sessions shall be open to the public.
(Ord. 7-05. Passed 1-24-05.)

1317.06 RECORDS.

The Board shall make a detailed record of all its proceedings, of its official actions, and the vote on each action. Findings of fact shall be included in the minutes of each case, and the reasons for approving or denying such appeal shall be specified.
(Ord. 7-05. Passed 1-24-05.)

1317.07 QUORUM.

Four members of the Board shall constitute a quorum. The affirmative vote of the majority of the members of the Board shall be necessary to modify an order of the Building Superintendent, a craft licensing board, or to vary the application of, or to interpret the provisions of this Code. No Board member shall act in a case in which he has a personal interest.
(Ord. 7-05. Passed 1-24-05.)

1317.08 APPLICATIONS AND APPEALS.

(a) An application or appeal may be taken by anyone adversely affected by a decision of the Building Superintendent in the case where application of this Code would work a manifest injustice, or by the applicant for a license who feels that he has been unjustly rejected by any of the craft licensing boards within this Code. An application or appeal shall be in the form prescribed by the Board, and shall be considered filed when a signed copy is left at the office of the Building Superintendent. A fee of fifty dollars (\$50.00) shall accompany each appeal. The appeal must be filed within thirty days following the adverse action complained of and shall stay all proceedings in furtherance of the action appealed from. In the case of unsafe and dangerous buildings as defined in Section 1305.09, the Building Superintendent in his notice may limit the time for appeal.

(b) The Board shall fix a reasonable time and place for the hearing of the application or appeal, shall give due notice thereof to the parties in interest, and shall render a decision within a reasonable time.

(c) Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney. (Ord. 7-05. Passed 1-24-05.)

1317.09 DECISIONS OF THE BOARD.

(a) Every decision of the Board of Building Appeals shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the Building Superintendent and shall be open to public inspection.

(b) A decision of the Board of Building Appeals to vary the application of any provision of this Code or to modify an order shall specify in what manner such variation or modification is made, the conditions under which it is made, and the reasons therefor.

(c) Every individual, department, or Board affected by a decision of the Board of Building Appeals shall immediately take action in accordance with such decision.
(Ord. 7-05. Passed 1-24-05.)

TITLE THREE - Building and Maintenance Standards

- Chap. 1325. Design Criteria.
- ~~Chap. 1327. Amendments to Residential Code of Ohio for One-, Two and Three Family Dwellings.~~
- ~~Chap. 1329. Residential Security; Early Fire Warning Systems.~~
- Chap. 1331. Accessory Buildings and Structures.
- Chap. 1333. Signs.
- Chap. 1335. Electrical Work.
- Chap. 1337. Heating, Ventilating and Air Conditioning.
- Chap. 1339. Safeguards During Construction or Demolition.
- Chap. 1341. Use of Public Property.
- Chap. 1343. Property Maintenance Code.

**CHAPTER 1325
Design Criteria**

- | | |
|--|--|
| 1325.01 Compliance required. | 1325.07 Weathering category. |
| 1325.02 Frost protection; depth of footers. | 1325.08 Termite category. |
| 1325.03 Snow loads. | 1325.09 Decay category. |
| 1325.04 Wind loads. | 1325.10 Ice shield required. |
| 1325.05 Thermal design conditions. | 1325.11 Flood hazards. |
| 1325.06 Seismic design category. | 1325.12 Minimum square footage. |
| | 1325.01 |

CROSS REFERENCES

- Accessory buildings or structures - see BLDG. Ch. 1331
- Safeguards during construction - see BLDG. Ch. 1339

~~**1325.01 COMPLIANCE REQUIRED.**~~
~~All buildings and structures shall meet the minimum design criteria defined below.~~
~~(Ord. 7-05. Passed 1-24-05.)~~

———— ~~**1325.02 FROST PROTECTION; DEPTH OF FOOTERS.**~~

———— Frost Depth: 30 inches.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.03 SNOW LOADS.**~~

———— The basic snow loads to be assumed in the design of buildings or other structures shall be twenty pounds per square foot. (Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.04 WIND LOADS.**~~

———— All exposed structures or parts of structures shall be designed to resist ninety mile an hour wind gusts of three second duration. (Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.05 THERMAL DESIGN CONDITIONS.**~~

———— Winter Design Temperature: 0° F.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.06 SEISMIC DESIGN CATEGORY.**~~

———— Design Category: B.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.07 WEATHERING CATEGORY.**~~

———— Weathering Category: Severe.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.08 TERMITE CATEGORY.**~~

———— Termite Category: Moderate to Severe.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.09 DECAY CATEGORY.**~~

———— Decay Category: Slight to Moderate.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.10 ICE SHIELD REQUIRED.**~~

———— Ice Shield Required: Yes.
(Ord. 7-05. Passed 1-24-05.)

———— ~~**1325.11 FLOOD HAZARDS.**~~

———— Flood Insurance Map (Firm) Dated: 11/04/1981
(Ord. 7-05. Passed 1-24-05.)

1325.12 1325.01 MINIMUM SQUARE FOOTAGE.

All detached single-family homes shall have a minimum of 1,000 square feet of living area. (Ord. 7-05. Passed 1-24-05.)

CHAPTER 1327
**Amendments to Residential Code of Ohio for One-,
 Two- and Three-Family Dwellings**

~~1327.01 Amendments adopted.~~
~~1327.02 Building planning.~~
~~1327.03 Foundations.~~
~~1327.04 Manufactured homes.~~

~~1327.05 Roof coverings.~~
~~1327.06 General plumbing
 requirements.~~
~~1327.07 Conflict.~~

CROSS REFERENCES

~~Adoption of codes by reference see CHTR. Sec. 4.11~~
~~2004 OBOA Code adopted see BLDG. 1301.03(a)~~

~~**1327.01 AMENDMENTS ADOPTED.**~~

~~The following additions, deletions and modifications to the OBOA Residential Code, 2004 Edition, are hereby adopted as listed below with the referenced chapter, section and table where applicable.~~

~~(a) General: Throughout OBOA Residential Code:
 Replace "International Building Code" with "Ohio Building Code (OBC)"
 Replace "International Plumbing Code" with "Ohio Plumbing Code (OPC)"
 Replace "One- and Two-Family Dwellings" with "One-, Two- and Three-
 family Dwellings".
 Replace "Two-family Dwellings" with "Two- and Three-family Dwellings".
 Replace "Chapter 1" with "Codified Ordinances of Fairfield, Part 13".
 (Ord. 7-05. Passed 1-24-05.)~~

~~**1327.02 BUILDING PLANNING.**~~

~~(a) Chapter 3, Section 301. Design Criteria. Refer to Chapter 1325 of this Code.~~
~~(b) Chapter 3, Section 309. Attached Private Garages. Add: "All gypsum on the
 wall and ceiling between the garage and living space or attic shall be the type 'X' fire-rated
 type."~~
~~(c) Chapter 3, Section 313. Smoke Detectors. Also refer to Chapter 1329 of this
 Code.
 (Ord. 7-05. Passed 1-24-05.)~~

~~1327.03 FOUNDATIONS.~~

~~(a) Chapter 4, Section 403. Footings. Footings for enclosed attached portions of the house shall have continuous concrete footings, unless an alternate design by a registered design professional is accepted by the Building Official.~~

~~(b) Chapter 4, Section 405. Foundation Drainage. Add: Foundations drains shall not be routed to the sanitary sewer or to the street. Perforated flexible plastic drain pipe is acceptable. Basement sump pumps shall not be routed to the sanitary sewer or to the street.~~

~~(c) Chapter 3, Sections 319 and 320. Protection Against Decay and Termites. Add: "Ratproofing; general. All buildings and structures and the walls enclosing habitable or occupiable rooms and spaces in which persons live, sleep or work; or in which feed, food or foodstuffs are stored, prepared, processed, served or sold, shall be constructed rat and vermin-proof in accordance with the following provisions:~~

~~(1) Wall openings. Openings required for ventilation or other purposes shall be guarded with corrosion resistive rodent proof shields of not less than No. 22 galvanized sheet gauge (0.034 in.) perforated steel sheets, or No. 20 B & S gauge aluminum or No. 16 galvanized sheet gauge (0.064 in.) expanded metal or wire mesh screens, with not more than one half inch mesh openings.~~

~~(2) Pipes and conduits. All openings for pipe, conduit, cable and similar purposes at or near grade shall have snugly fitted collars to eliminate all open spaces."~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~1327.04 MANUFACTURED HOMES.~~

~~(a) Appendix E to the OBOA Residential Code is amended as follows:~~

~~(1) Section AE 101 Scope is amended to apply to all manufactured homes used as dwelling units in the City of Fairfield, Ohio.~~

~~(2) Section AE 304 Fees is amended to provide that fees shall be in accordance with applicable fee schedules of the City of Fairfield, Ohio for the type of work or permit involved. All other provisions of Section AE-304 are hereby repealed.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~1327.05 ROOF COVERINGS.~~

~~Chapter 9. Add: Fiberglass and asphalt shingle roofs are to have a maximum of two roof coverings. (Ord. 7-05. Passed 1-24-05.)~~

~~1327.06 GENERAL PLUMBING REQUIREMENTS.~~

~~(EDITOR'S NOTE: Plumbing is governed by the Butler County Health District.)~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~1327.07 CONFLICT.~~

~~In addition to the above additions, deletions and modifications to the OBOA Residential Code, 2004 Edition, in the event of a conflict between any other provisions of the OBOA Residential Code, 2004 Edition, and any ordinance of the City, the City ordinance shall be controlling.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

CHAPTER 1329
Residential Security; Early Fire Warning Systems

- | | |
|---|---|
| 1329.01 Purpose. | 1329.06 Frames; jambs; strikes; |
| 1329.02 Scope. | hinges. |
| 1329.03 Definitions. | 1329.07 Exterior doors. |
| 1329.04 Alternate materials and | 1329.08 Windows and sliding glass |
| methods of construction. | doors. |
| 1329.05 Keying requirements. | 1329.09 Street identification numbers. |
| | 1329.10 Early fire warning systems. |

CROSS REFERENCES

- ~~_____ Automatic sprinkler equipment in rest homes — see Ohio R.C. 3721.071~~
- ~~_____ Smoke detectors in high rise apartments and condominiums — see Ohio R.C. 3781.104~~

~~_____ **1329.01 PURPOSE.**~~

~~_____ The purpose of this chapter is to provide minimum standards to safeguard property and public welfare by regulating and controlling the security and require early fire warning systems in all residential buildings and structures within the City. (Ord. 7-05. Passed 1-24-05.)~~

~~_____ **1329.02 SCOPE.**~~

~~_____ (a) The provisions of this chapter shall apply to new construction and to buildings or structures to which additions, alterations or repairs are made except as specifically provided in this chapter. When additions, alterations or repairs within any twelve month period exceed fifty percent (50%) of the replacement value of the existing building or structure, such building or structure shall be made to conform to the requirements of this chapter for new buildings or structures.~~

~~_____ (b) Provisions of this chapter shall apply to modifications of doors and windows.~~

~~_____ (c) Any existing structure which converts from its original occupancy group, as defined, shall comply with the provisions of this chapter. (Ord. 7-05. Passed 1-24-05.)~~

1329.03 DEFINITIONS.

For the purpose of this chapter, certain terms are defined as follows:

- (1) "Auxiliary locking device" means a secondary locking system added to the primary locking system to provide additional security.
- (2) "Bolt" means a metal bar which, when actuated, is projected or thrown either horizontally or vertically into a retaining member, such as a strike plate, to prevent a door or window from moving or opening.
- (3) "Bolt projection" or "bolt throw" means the distance from the edge of the door, at the bolt centerline, to the farthest point on the bolt in the projected position.
- (4) "Buck" means a rough opening supporting a door frame.
- (5) "Burglary resistance glazing" means those materials as defined in U.L. Bulletin 972.
- (6) "Component" as distinguished from a part, means a subassembly which combines with other components to make up a total door or window assembly.
- (7) "Cylinder" means the subassembly of a lock containing the cylinder core, tumbler mechanism and the keyway. A double cylinder lock is one which has a key actuated cylinder on both the exterior and interior of the door.
- (8) "Cylinder core" or "plug" means the central part of the cylinder containing the keyway which is rotated by the key to operate the lock mechanism.
- (9) "Cylinder guard" means a tapered or flush metal ring or plate surrounding the otherwise exposed portion of a cylinder lock to resist cutting, drilling, prying, pulling or wrenching with common tools.
- (10) "Deadbolt" means a lock bolt which does not have a spring action as opposed to a latch bolt, which does. The bolt must be actuated by a key or a key and a knob or thumb turn and when projected becomes locked against return by end pressure.
- (11) "Door assembly" means a unit composed of a group of parts or components which make up a closure for an opening to control passageway through a wall. For the purpose of this chapter, a door assembly consists of the following parts: miscellaneous hardware and closures; the frame, including the header, threshold and jambs plus the anchorage devices to the surrounding wall and a portion of the surrounding wall extending thirty six inches from each side of the jambs and sixteen inches above the header.
- (12) "Door stop" means that projection along the top and sides of a door jamb which checks the door's swinging action.
- (13) "Double cylinder deadbolt" means a deadbolt lock which can be activated only by a key on either the interior or exterior.
- (14) "Flushbolt" means a manual, key or turn operated metal bolt normally used on inactive door(s) and is attached to the top and bottom of the door and engages in the head and threshold of the frame.
- (15) "Jamb" means the vertical members of a door frame to which the door is secured.
- (16) "Jamb wall" means that component of a door assembly to which a door is attached and secured; the wall and jamb used together are considered a unit.
- (17) "Key in knob" means a lockset having the key cylinder and other lock mechanisms contained in the knob.

- ~~(18) "Latch" or "latch bolt" means a beveled, spring-actuated bolt which may or may not have a dead locking device.~~
- ~~(19) "Lock" or "lockset" means a keyed device complete with cylinder latch or deadbolt mechanism, and trim such as knobs, levers, thumb turns, escutcheons, etc., for securing a door in a closed position against forced entry. For purposes of this chapter, a lock does not include the strike plate.~~
- ~~(20) "Locking device" means a part of a window assembly which is intended to prevent movement of the moveable sash, which may be the sash lock or sash operator.~~
- ~~(21) "Part" as distinguished from component, means a unit or subassembly which combines with other units to make up a component.~~
- ~~(22) "Primary locking device" means the single locking system on a door or window unit whose primary function is to prevent unauthorized intrusion.~~
- ~~(23) "Rail" means the horizontal member of a window or door. A meeting rail is one which mates with a rail of another sash or a framing member of the door or window frame when the sash is in the closed position.~~
- ~~(24) "Sash" means an assembly of stiles, rails and sometimes mullions assembled into a single frame which supports the glazing material. A fixed sash is one which is not intended to be opened. A moveable sash is intended to be opened.~~
- ~~(25) "Sill" means the lowest horizontal member of a window frame.~~
- ~~(26) "Single cylinder deadbolt" means a deadbolt lock which is activated from the outside by a key and from the inside by a knob, thumb turn, lever or similar mechanism.~~
- ~~(27) "Solid core door" means a door composed of solid wood or composed of compressed material equal in strength to solid wood construction.~~
- ~~(28) "Stile" means a vertical framing member of a window or door.~~
- ~~(29) "Strike" means a metal plate attached to or mortised into a door or door jamb to receive and to hold a projected latch bolt and/or deadbolt in order to secure the door to the jamb.~~
- ~~(30) "Swinging door" means a door hinged at the stile or at the head and threshold.~~
- ~~(31) "U.L. listed" means tested and listed by Underwriters Laboratories, Inc.~~
- ~~(32) "Window assembly" means a unit which includes a window and the anchorage between the window and the wall.~~
- ~~(33) "Window frame" means a part of a window which surrounds and supports the sashes and is attached to the surrounding wall. The members include side jambs, head jambs, sill and mullions.~~
- ~~(Ord. 7-05. Passed 1-24-05.)~~

~~1329.04 ALTERNATE MATERIALS AND METHODS OF CONSTRUCTION.~~

~~(a) The provisions of this chapter are not intended to prevent the use of any material or method of construction not specifically prescribed by this chapter, provided any such alternate has been approved; nor is it the intention of this chapter to exclude any sound method of structural design or analysis not specifically provided for in this chapter. Structural design limitations given in this chapter are to be used as a guide only, and exceptions thereto may be made if substantiated by calculations or other suitable evidence prepared by a qualified person.~~

~~(b) — The Building Superintendent may approve any alternate provided he finds the proposed design is satisfactory and the material, method of work offered is, for the purpose intended, at least equivalent to that prescribed in this chapter in quality, strength, effectiveness, burglary resistance, durability and safety.
(Ord. 7-05. Passed 1-24-05.)~~

~~1329.05 KEYING REQUIREMENTS.~~

~~The contractor shall use a keying system in all exterior doors that incorporates one of the following:~~

- ~~(a) — A construction cylinder that will be removed upon occupancy and replaced with a new cylinder and all keys furnished to the owner; or~~
- ~~(b) — A cylinder system that admits construction keys during construction but upon occupancy the owner's key will reset the pin system, denying use of construction key; or~~
- ~~(c) — The original cylinder used during construction shall be repinned and new keys furnished to the owner. (Ord. 7-05. Passed 1-24-05.)~~

~~1329.06 FRAMES; JAMBS; STRIKES; HINGES.~~

~~Installation and construction of frames, jambs, strikes and hinges shall be as follows:~~

- ~~(a) — In wood construction, the shim space between door frame and door buck shall be filled with a solid wood filler securely attached and extending at least twelve inches above and below the strike boxes. Strike plates and boxes shall be secured with screws extending through plate, frame, filler and at least one quarter inch into the buck.~~
- ~~(b) — Steel frames shall be factory reinforced for strikes with at least No. 14 gauge steel reinforcing securely attached and protected by plaster (mortar) guards.~~
- ~~(c) — Doors swinging out shall be equipped to prevent removal of hinge pins when the door is closed. (Ord. 7-05. Passed 1-24-05.)~~

~~1329.07 EXTERIOR DOORS.~~

~~(a) — All wood doors shall be of solid core construction with a minimum thickness of one and three fourths inches.~~

~~(b) — Steel covered doors shall be minimum 18 U.S. gauge steel and have sufficient reinforcement to maintain the designed thickness of the door when any locking device is installed; such reinforcement being able to restrict collapsing of the door around any locking device.~~

~~(c) — Except where clear vision panels are installed, the entry used primarily by guests or visitors shall be equipped with a wide angle, one hundred and eighty degree door viewer.~~

~~(d) — Except for a building containing four or more living units, a single or double door shall be equipped with a single or double cylinder deadbolt lock. The bolt shall have a minimum projection of one inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three fourths inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least one fourth inch diameter. All installations shall be done so that performance of the locking device will meet the intended anti-burglary requirements. A dual locking mechanism constructed so that both deadbolt and latch can be retracted by a single action of the inside door knob, or lever, may be substituted provided it meets all other specifications for locking devices.~~

~~(e) Buildings containing four or more living units, OBC Chapter 10 applies.~~

~~(f) The inactive leaf of a wood frame door shall be equipped with metal flush bolts with a bolt projection a minimum of one inch at the top and bottom of the leaf.~~

~~(g) The inactive leaf of a metal frame double doors shall be equipped with metal flush bolts with a bolt projection a minimum of five eighths inch, at the top and bottom of the leaf.~~

~~(h) Glazing in exterior doors or within forty inches of any locking mechanism shall be of fully tempered glass or rated burglary resistant glazing (example: Lexan), except when double cylinder deadbolt locks are installed. (Ord. 7-05. Passed 1-24-05.)~~

~~1329.08 WINDOWS AND SLIDING GLASS DOORS.~~

~~(a) Sliding Glass Doors. Sliding glass doors shall be equipped as follows:~~

~~(1) The operable sliding glass door shall be installed on the inside track.~~

~~(2) Sliding patio doors shall be constructed and/or adjusted to prevent lift out and removal of any panel from the exterior side while in a closed position.~~

~~(3) All units shall be installed with interior or concealed fasteners.~~

~~(4) A secondary locking device shall be required on all sliding glass doors. (Example: Patented bar, keyed bolt, pinned bolt, etc.)~~

~~(b) Windows:~~

~~(1) Windows shall be so constructed that when the window is in the closed position, it cannot be lifted from the frame.~~

~~(2) All windows must have manual latches and a secondary securing device.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

~~1329.09 STREET IDENTIFICATION NUMBERS.~~

~~All residential buildings constructed shall display a street number in a prominent location on the street side of the residence in such position that the number is easily visible to approaching emergency vehicles. The numerals shall be Arabic, no less than four inches in height, three quarters inches wide stroke, and shall be a contrasting color to the background to which they are attached. (Ord. 7-05. Passed 1-24-05.)~~

~~1329.10 EARLY FIRE WARNING SYSTEMS.~~

~~(a) Scope. "Early fire warning system" means an approved automatic warning system of one or more devices that detects any of the products of combustion including visible or invisible particles of combustion and that produces an audible alarm signal in a building for the purpose of notifying the occupants thereof of the presence of a fire. The primary power for such systems shall be the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Systems with detectors sensitive to heat only are not included in this definition for purposes of this section.~~

~~For the purpose of installation and maintenance only, a system shall be deemed approved if listed by the Underwriters Laboratories, Inc., and conforms to the applicable sections of NFPA Standard No. 72 "National Fire Alarm Code" As referenced in Chapter Thirty five of the OBC.~~

~~(b) Early Fire Warning System Required as per Section 313 OBOA Code and Chapter 9 OBC.~~

~~(c) Compliance as to Maintenance.~~

- ~~(1) In an owner-occupied single-unit structure it shall be the responsibility of the owner to maintain or have maintained the required early fire warning system.~~
- ~~(2) In a single-unit structure not owner-occupied, it shall be the responsibility of the occupant to maintain or have maintained the early fire warning system.~~
- ~~(3) In a multi-unit structure, whether owner-occupied or not, it shall be the responsibility of each unit occupant to maintain or have maintained the early fire warning system. It shall be the responsibility of the owner to maintain or have maintained any detectors required in cellars or basements.~~
- ~~(4) "Maintain" means keeping the unit in a fully operational condition.~~

~~(d) Certificate Required.~~

- ~~(1) No person shall sell, offer for sale, or use any fire protection or fire fighting equipment that does not meet the minimum standards established by the Fire Marshal in the State Fire Code.~~
 - ~~(2) Except for public and private mobile fire trucks, no person shall service, test, repair or install for profit any fire protection or fire fighting equipment without a certificate issued by the Fire Marshal.~~
- ~~(Ord. 7-05. Passed 1-24-05.)~~

CHAPTER 1331
Accessory Buildings and Structures

1331.01	General provisions.	1331.04	Decks, porches, patio covers, carports.
1331.02	Fences.	1331.05	Radio and television towers.
1331.03	Detached sheds; utility buildings.	1331.06	Swimming pools.

CROSS REFERENCES

Swimming pools - see OAC Ch. 3701-31
Signs - see BLDG., Ch. 1333

1331.01 GENERAL PROVISIONS.

The location, size and height of accessory buildings, structures and fences is controlled by the Zoning Ordinance. No building or structure shall be permitted on any easement; however, fences may be placed along or on easements at the property owner's risk.
(Ord. 7-05. Passed 1-24-05.)

1331.02 FENCES.

(a) No fence, board wall, screen, hedge, or structure in the nature of a fence shall be erected or be maintained in such position or place so as to be dangerous or detrimental to the health or safety of persons living in any house or adjoining premises, or in any way obstruct the view so as to endanger public traffic on the streets, and any fence, board wall, screen, hedge, or structure in the nature of a fence so erected or maintained shall be removed within three days upon written notice from the Building Superintendent served upon the owner, agent or occupant of the premises where such obstruction has been erected or is maintained.

(b) Barbed wire shall not be used except at the top of fences at least six feet high enclosing business or manufacturing premises, and when so used shall be at least seven feet above the ground and the supporting arms shall extend inward toward the property enclosed when constructed on the property line.

(c) No fence charged with electricity, except burglar alarms or for retaining livestock, will be permitted at any time.

(d) Building permits are required for fences over four feet in height(See Section 1180.04(B)(1). **A NO COST ZONING CERTIFICATE IS REQUIRED FOR FENCES FOUR FEET OR LESS IN HEIGHT.** (Ord. 7-05. Passed 1-24-05.)

1331.03 DETACHED SHEDS; UTILITY BUILDINGS.

(a) Zoning certificates are required for all sheds or utility buildings with an area of ~~150~~ **100** square feet or less ~~on wooden skids~~ at no cost. If a foundation or slab is involved, a building permit in addition to the zoning certificate is necessary for foundation or slab only.

(b) Permits are required for all buildings or structures over ~~150~~ **100** square feet.

(c) All **DETACHED** structures, regardless of size, must be positively attached to the ground to resist the wind and flood loads. ~~as per the design categories in Chapter 1325.~~ (Ord. 7-05. Passed 1-24-05.)

1331.04 DECKS, PORCHES, PATIO COVERS, CARPORTS.

Accessory structures added to the principal building shall require a permit. The foundation for such structures shall be set at the same frost depth as the principal building foundation. Roof sheathing shall be one-half inch thick minimum and fifteen pound felt is required under shingles. (Ord. 7-05. Passed 1-24-05.)

1331.05 RADIO AND TELEVISION TOWERS.

(a) Towers. Amateur radio and television towers shall not be higher than sixty-six feet and shall be self-supporting. Guy wires or other accessories shall not cross or encroach upon any street or other public space, or over any electric power lines. A building permit is required and construction shall meet the requirements of this Code. Grounding is required.

(b) Antennas. Antenna structures for private radio or television reception not more than twelve feet in height may be erected and maintained on the roof of any building without a building permit. Such a structure, however, shall not be erected so as to injure the roof covering and when removed from the roof the roof covering shall be repaired to maintain weather and water tightness. The installation shall not be erected nearer to the lot line than the total height of the antenna structure. Nor shall such structure be installed near electric power lines or encroach upon any street or other public space. (Ord. 7-05. Passed 1-24-05.)

1331.06 SWIMMING POOLS.

(a) General Requirements. A building permit is required for the installation of both inground and above-ground swimming pools, whether public or private. Two **OR MORE** sets of construction drawings must be submitted for approval, along with two **OR MORE** plot plans showing the location of the pool and any other structures on the property.

An electric permit is required for filter and pump installations on both inground and above-ground pools, with a ground fault circuit interrupter. An electrical permit and inspection is also required for the placement and bonding of steel reinforcing for an inground pool. For inground pools, it is necessary that the City be advised as to where the excavated dirt will be dumped or placed prior to the issuance of the building permit. The location must be stated on the application or shown on the plot plan.

(b) Plans. Plans shall accurately show dimensions and construction of pool and appurtenances and properly establish distances to lot lines, buildings, walks, and fences; details of water supply system, drainage, and water disposal systems, and all appurtenances pertaining to the swimming pool. Detailed plans of structures, vertical elevations and sections through the pool showing depth shall be included.

(c) Swimming Pool Safety Devices. Every person owning land on which there is situated a swimming pool, which contains ~~eighteen~~ **TWENTY FOUR (24)** inches or more of water in depth at any point, shall erect and maintain thereon an adequate enclosure either surrounding the property or pool area, sufficient to make such body of water inaccessible to small children. Such enclosure, including gates therein, must be not less than four feet above the underlying ground; all gates must be self-latching with latches placed four feet above the underlying ground or otherwise made inaccessible from the outside to small children.

A natural barrier, hedge, pool cover, or other protective device approved by the Building Superintendent may be used so long as the degree of protection afforded by the substituted devices or structures is not less than the protection afforded by the enclosure, gate and latch described herein. (Ord. 7-05. Passed 1-24-05.)

CHAPTER 1333
Signs

1333.01	Scope.	1333.07	License requirements.
1333.02	Standards.	1333.08	Liability insurance required.
1333.03	Sign erector's license.	1333.09	Permits.
1333.04	Inspection of outdoor signs.	1333.10	Outdoor sign permit and inspection fees.
1333.05	Civil Service Clerk.		
1333.06	Duties of Civil Service Clerk.		

CROSS REFERENCES

Power to regulate advertising - see Ohio R.C. 715.65
Advertising on highways - see Ohio R.C. Ch. 5516
Zoning regulations - see P. & Z. Ch. 1187

1333.01 SCOPE.

This Code deals with outdoor signs only. Refer to Chapter 1187 of Part Eleven - Planning and Zoning Code for definitions of allowable signage, and regulations regarding size, height and placement of outdoor signs.
(Ord. 7-05. Passed 1-24-05.)

1333.02 STANDARDS.

CHAPTER 31, Section 3107 "Signs" of the OBC shall govern the construction, alteration, repair and maintenance of all signs in respect to structural and fire safety. In addition, the following requirements shall be met:

- (a) Swinging Signs. Every sign shall be rigidly hung so that it will not swing or vibrate in a strong wind. No hinge or loose joints will be permitted in any sign or in any of the various sections of the sign.
- (b) Billboards (Poster Panels). The lower edge of every such billboard shall be not less than three feet above the ground, and the space between the lower edge of the billboard and the ground shall be left open, or may be covered with lattice work of wood.
- (c) Temporary Signs. Temporary signs shall be strongly constructed and shall be securely attached to their supports.

- (d) Maintenance. It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, safe, sanitary and healthful condition. Ground signs shall be kept clear of weeds and rubbish three feet in front of and to such distance in the rear as will include all bracing, guys and stayposts of such sign.
- (e) Responsibility. The owner of each outdoor sign and the owner of the premises on which such sign is erected, affixed, attached or maintained shall each be individually and separately responsible for its maintenance and for the removal of every sign which has been ordered removed under provisions of this Code.
(Ord. 7-05. Passed 1-24-05.)

1333.03 SIGN ERECTOR'S LICENSE.

(a) License. No person, firm or corporation shall act, engage in, or advertise or otherwise represent themselves as engaging in the business of erecting, constructing, maintaining, painting or repairing any outdoor advertising displays, signs and billboards, as defined in this chapter, unless an authorized representative of such person, firm or corporation shall first obtain a sign erector's license as provided in this chapter.

(b) Responsibility. In case of a person, firm or corporation employing a sign erector's licenseholder such person and the firm or corporation and the sign erector's licenseholder shall be responsible for all violations under this Code.

(c) Eligibility. All applicants desiring a license to engage in the business of erecting, constructing, maintaining or repairing any outdoor display, sign or billboard as defined in this chapter, must have reached the age of twenty-one years, be a citizen of the United States, and have had three years practical experience with a recognized, reputable concern engaged in the business of outdoor display, sign or billboard advertising.
(Ord. 7-05. Passed 1-24-05.)

1333.04 INSPECTION OF OUTDOOR SIGNS.

(a) The duties of the Building Inspector, as relating to sign and outdoor display inspection shall be to point out in what respect such plans or specifications are deficient or in violation of this Code; to inspect all work in the area covered by this Code for which permits are required under this Code and to see that all such work is performed in accordance with the provisions hereof; to stop any work being done in violation of the terms hereof and to post "stop work" signs therefor; to order such work removed or corrected to conform herewith; to issue certificate of approval on satisfactory completion of projects; provided, however, that no "stop work" order so posted shall affect work not governed by this Code except where the progress of any such work would interfere with inspection of work governed by this Code.

(b) The Building Inspector shall enforce the provisions of this Code relative to outdoor signs and he or his duly authorized representative may enter any building, structure or premises in the City to perform any duty imposed on him by this Code.
(Ord. 7-05. Passed 1-24-05.)

1333.05 CIVIL SERVICE CLERK.

The Civil Service Clerk shall examine applicants for sign erector's license.
(Ord. 7-05. Passed 1-24-05.)

1333.06 DUTIES OR CIVIL SERVICE CLERK.

(a) Rules and Procedure. The Building Superintendent shall make such rules and prescribe such procedure as may be necessary to achieve conformity with this Code.

(b) Examinations. The Civil Service Clerk shall have complete control over the examinations of applicants for sign erector's license under this Code.

(c) Examination Periods. Examinations of applicants shall be conducted at least once each calendar month, if needed, at such time and place as the Civil Service Clerk may designate. Examination questions shall pertain to the particular license being applied for; shall cover the requirements of the Ohio Basic Building Code and the provisions of the Sign Ordinance Codes.

(d) Passing Grade. The passing grade shall be seventy percent (70%). Any applicant who shall fail to receive a passing grade shall be eligible to again apply for examination in the following calendar quarter. The Civil Service Clerk shall keep an accurate record of all applications for examination, of the examinations given and the results thereof, in such depository as may be designated.

(e) Certificate of License. The Civil Service Clerk shall certify to the Building Superintendent the names of all successful applicants for a sign erector's license and shall issue a recommendation for the issuance of a sign erector's license.

(f) Suspension of License. The Building Superintendent shall have the authority to suspend or revoke any sign erector's license granted under this Code for violations thereof, after the license holder is notified in writing of a complaint, and after the license holder has had the opportunity to appear before the Building Superintendent to present his/her facts concerning the complaint.
(Ord. 7-05. Passed 1-24-05.)

1333.07 LICENSE REQUIREMENTS.

(a) License Holder Required. No person, firm or corporation shall act, engage in, or advertise or otherwise represent themselves as engaging in the business of erecting, constructing, maintaining, painting or repairing any outdoor advertising displays, signs and billboards as defined in this chapter, within the corporate limits of the City, unless an authorized representative of such person, firm or corporation shall first have obtained a sign erector's license hereunder, and who shall be the authorized representative of the person, firm or corporation in all matters pertaining to this Code. The authorized representative, who is the holder of a sign erector's license, may not apply for permits for more than one person, firm or corporation.

(b) Grace Period Without Licenseholder. Should the authorized representative holder of a sign erector's license terminate or sever his employment or association with such person, firm or corporation, such person, firm or corporation shall sixty days thereafter cease all outdoor advertising display, sign or billboard work until a sign erector's license is acquired.

(c) Application Fee; Examination.

- (1) An applicant for a sign erector's license shall make application for examination on the standard form of the Building Inspection Division (See Chapter 1315). This form shall contain sufficient information to determine whether or not the applicant meets the requirements set forth in this Code.
- (2) The initial fee for a sign erector's license shall be one hundred dollars (\$100.00) for the first year, such sum to be deposited with the City upon making the application for a sign erector's license. Any applicant failing in his examination shall not have the fee returned to him but shall be entitled to two re-examinations. After the third examination, the fee is forfeited to the City. This license is not transferable.
- (3) The applicant shall certify that a place of business is, or will be, maintained by such applicant or by the person, firm or corporation employing such applicant.

(d) Issuance of Sign Erector's License. Any applicant having fully complied with the provisions of this chapter and having successfully passed the required examination shall be issued a sign erector's license by the Building Division.

(e) License Renewal. Any holder of a sign erector's license shall, upon payment to the authorized authority of the fee of thirty-five dollars (\$35.00) be issued a renewal thereof for the second and any subsequent years; provided, however, that upon failure of any such license holder to apply for and to pay for a renewal of the license on or before January 31 following the expiration of the previous year's license, such licensee shall forfeit such existing license and it shall be unlawful for any person to perform any work governed by this chapter and Code until such time as a renewal license is issued. In the event of the failure of the sign erector's license holder to renew such license on or before January 31, in the year following the expiration of the license, there shall be charged a fee of thirty-five dollars (\$35.00) for each year such license has not been renewed, together with a penalty of thirty-five dollars (\$35.00).

(f) Unlawful to Loan License. No sign erector's licensee shall loan his license or obtain a permit for work by others in his name for the use of any other person.
(Ord. 7-05. Passed 1-24-05.)

1333.08 LIABILITY INSURANCE REQUIRED.

(a) Each applicant for a sign erector's license shall provide a certificate indicating that valid liability insurance in solvent insurance companies licensed to do business by the State of Ohio, has been obtained and maintained. Such insurance shall contain standard liability coverage provisions with respect to the business of such person, and insuring such person against any claims for bodily injury or property damage arising out of any negligent act of such person or his/her agents or employees occurring in the course of such business, with minimum limits of liability as follows:

\$250,000/\$500,000 bodily injury liability
\$250,000 property damage liability.

(b) Such insurance policy shall contain a clause that ten days notice of cancellation, or material change in the policy, shall be furnished to the City of Fairfield Building Division, and shall also provide that the City of Fairfield, Ohio, is a named insured along with the contractor applicant, if possible.

(c) The requirements set forth shall be mandatory for all new applicants. All holders of licenses issued prior to the enactment of this subsection shall be required to comply within thirty days of official notification of the requirement by the City of Fairfield Building Division. (Ord. 7-05. Passed 1-24-05.)

1333.09 PERMITS.

(a) Permits Required. No person, firm or corporation shall erect, construct, maintain, paint or repair any sign for which a permit is required without first obtaining a permit therefor from the Building Division.

(b) Licensed Sign Erector. Sign permits shall only be issued to licensed sign erectors, except as listed in Section 1187.03(u) of the Zoning Code.

(c) Emergency Work. In case of emergency due to an unsafe sign, the holder of a sign erector's license may proceed with the work and file the application for a permit within twenty-four hours, Saturdays, Sundays and holidays excepted.

(d) Plans Required. All applications for the erection of signs, billboards or electric signs shall be accompanied by such drawings or description as are necessary to fully advise the Building Superintendent of the location, construction, material, and manner of securing the proposed sign or billboard. If these descriptions conform to the regulations in this Code and to the Zoning Ordinance, the Building Superintendent shall issue a permit upon payment of the required fee.

(e) Electrical Permit. An electrical permit shall be secured for all electrical wiring and electrical installations associated with an outdoor sign.

(f) Exemptions.

- (1) Permits are not required for real estate signs, construction signs and window signs.
- (2) Such exemptions shall, however, apply to the requirement for a permit only and shall not be construed as relieving an owner or sign erector of such installation from responsibility for zoning provisions, erection and maintenance in a safe condition, or from conformity with applicable provisions of this chapter governing location, material, construction and erection.
- (3) Note that certain signs exempted by the Ohio Building Code, specifically walls signs, ground signs and projecting signs, are not totally exempted herein.

- (4) It shall be the responsibility of an owner or sign erector to ascertain that such exempted sign erected conforms to the provisions of this Code and the Zoning Ordinance. In the event that an exempted sign is erected and is in violation of any provisions of this Code or the Zoning Ordinance, it shall immediately be changed to comply with such provisions or removed upon order of the Building Superintendent.
(Ord. 7-05. Passed 1-24-05.)

1333.10 OUTDOOR SIGN PERMIT AND INSPECTION FEES.

Fees. As required by Section 1311.01, Payment required before permit issued, Penalty and 1311.03, Schedule of Fees.
(Ord. 7-05. Passed 1-24-05.)

**CHAPTER 1335
Electrical Work**

1335.01	Scope and standards.	1335.07	Permits.
1335.02	Electrical licenses.	1335.08	Schedule of electrical permit and inspection fees.
REGISTRATION		1335.09	Beginning work without permit.
1335.03	Electrical inspector.	1335.10	Approved methods.
1335.04	Civil Service Clerk.	1335.11	Inspections.
RESERVED		1335.12	Appeals.
1335.05	Duties of Civil Service Clerk.		
RESERVED			
1335.06	Specific requirements for Licensing.		
	REGISTRATIONS		

CROSS REFERENCES

Adoption by reference - see CHTR. §4.11
Craft license - see BLDG. Ch. 1315

1335.01 SCOPE AND STANDARDS.

(a) For the purpose of this Code, electrical installations shall include all electrical wiring, appliances, apparatus, and devices used in furnishing light, heat, power or for any other purpose in the City.

(b) Except as otherwise provided in this Code and except where more restrictive provisions govern, all electrical work shall be in conformity with the National Electrical Code published by the National Fire Protection Association and adopted by reference in the Ohio Building Code, adopted by Section 1301.03(b) of the Building Code **ORDINANCE**. (Ord. 7-05. Passed 1-24-05.)

1335.02 ELECTRICAL LICENSES REGISTRATIONS.

(a) ~~License.~~ **REGISTRATION**

- (1) No person or persons shall, without complying with the provisions herein, install wires, conduit apparatus, fixtures, or other appliances in or on any public or private building for lighting or heating by electricity or for the use of electrical power or repair or change any electrical wires or wire in any public or private building; and the Building Superintendent shall condemn and cause immediately to be removed any and all wires which he finds to have been installed in violation of this Code.
- (2) This Code shall not be so construed as to forbid the attachment, by other than duly licensed **REGISTERED** persons, of ordinary appliances, lamps and apparatus for which circuits and wires were installed and designed.

(b) Responsibility. In case of a person, firm or corporation employing a ~~master electrical licenseholder~~ **REGISTERED ELECTRICIAN**, both such person, firm or corporation and the ~~master electrician licenseholder~~ **REGISTERED ELECTRICIAN** shall be responsible for all violations under this Code.

(c) Eligibility.

(1) ~~An applicant for a master electrician license shall have had at least eight years practical experience in electrical work, or four years as a journeyman, or shall have satisfactorily completed a course of study in electrical engineering given by a recognized school, plus one year of practical experience in electrical engineering, or shall be a graduate electrical engineer. AN ELECTRICIAN REGISTRATION MUST HAVE A CURRENT LICENSE WITH THE OHIO CONSTRUCTION INDUSTRY LICENSING BOARD AS A MASTER ELECTRICIAN ISSUED UNDER OHIO REVISED CODE CHAPTER 4740.~~

~~(2) A. An applicant for an industrial electrician license shall have at least ten years practical experience in electrical work, as defined in this Code, or shall have satisfactorily completed a course of study in electrical engineering given by a recognized school, plus one year of practical experience in electrical engineering.~~

~~B. The requirements of this subsection shall be waived in the case where the industry employs a plant engineer as defined in Section 1309.01C.~~

~~(3) An applicant for a HVAC electrician license shall be a licensed HVAC journeyman or master licenseholder. The licensed HVAC journeyman may be in the steady employ of only one master HVAC licenseholder.~~

(d) Liability Insurance Required. Each applicant for an electrical license **REGISTRATION** shall provide a certificate indicating that valid liability insurance in solvent insurance companies licensed to do business by the State of Ohio, has been obtained and maintained. Such insurance shall contain standard liability coverage provisions with respect to the business of such person and insuring such person against any claims for bodily injury or property damage arising out of any negligent act of such person or his agents or employees occurring in the course of such business, with minimum limits of liability as follows:

\$250,000/\$500,000 bodily injury liability

\$250,000 property damage liability

(1) Such insurance policy shall contain a clause that ten days notice of cancellation, or material change in the policy, shall be furnished to the City of Fairfield Building Division, and shall also provide that the City of Fairfield is a named insured along with the contractor applicant, if possible.

(2) The requirements set forth shall be mandatory for all new applicants. All holders of licenses **REGISTRATIONS** issued prior to the enactment of this subsection shall be required to comply within thirty days of official notification of the requirement by the City Building Division.

~~(e) Exemption to Electrical License Requirement. Persons performing repairs to the underground electrical service conductors on existing one, two and three family residential homes necessitated by outages due to any fault shall be exempt from the requirements of electrical licenses. All work and materials shall conform to Article 110 of the National Electric Code.~~

~~(Ord. 7-05. Passed 1-24-05.)~~

1335.03 ELECTRICAL INSPECTOR.

(a) Appointment and Title. There is hereby created the office of Electrical Inspector for the purpose of inspecting electrical work and equipment listed in Section 1335.01 of this Code. This inspector shall be known as the Electrical Inspector and shall be appointed in accordance with the rules and regulations of the Civil Service Commission. He shall be a certified electrical safety inspector, certified by the State of Ohio, Board of Building Standards.

(b) Duties.

- (1) The duties of the Electrical Inspector shall be to inspect all electrical work in the area covered by this Code for which permits are required under this Code and to see that all such electrical work is performed in accordance with the provisions hereof; to stop any electrical work being done in violation of the terms hereof and to post "stop work" signs therefor; to order any such electrical work removed or corrected to conform herewith; to issue certificate of electrical inspection on satisfactory completion of projects, provided, however, that no "stop work" order so posted shall affect work not governed by this Code except where the progress of any such work would interfere with inspection of electrical work governed by this Code. The Electrical Inspector shall enforce the provisions of this Code relative to electrical work and he or his duly authorized representative may enter any building, structure or premises in the City to perform any duty imposed on him by this Code.
- (2) The Electrical Inspector may be assigned to duties in addition to his duties as Electrical Inspector.
(Ord. 7-05. Passed 1-24-05.)

~~1335.04 CIVIL SERVICE CLERK.~~

~~The Civil Service Clerk shall examine applicants for electrician licenses.
(Ord. 7-05. Passed 1-24-05.)~~

~~1335.05 DUTIES OF CIVIL SERVICE CLERK.~~

~~(a) Rules and Procedure. The Building Superintendent shall make such rules and prescribe such procedure as may be necessary to achieve conformity with this Code.~~

~~(b) Examinations.~~

- ~~(1) The Civil Service Clerk shall have complete control over the examinations of applicants for electrician licenses under this Code.~~
- ~~(2) An industrial electrician license shall be issued without examination upon presentation of a certificate of qualification from his full-time employer.~~

~~(c) Examination Periods. Examinations of applicants shall be conducted at least once each calendar month, if needed, at such time and place as the Civil Service Clerk may designate. Examination questions shall pertain to the particular license being applied for; shall cover the requirements of the National Electric Code and the provisions of this Code.~~

~~(d) Passing Grade. The passing grade shall be seventy percent (70%). Any applicant who shall fail to receive a passing grade shall be eligible to again apply for examination in the following calendar quarter. The Civil Service Clerk shall keep an accurate record of all applications for examination, of the examinations given and the results thereof, for a period of three years in such depository as may be designated.~~

~~(e) Certificate of License. The Civil Service Clerk shall certify to the proper authority the names of all successful applicants for an electrician's license and shall issue a recommendation for the issuance of an electrical license.~~

~~(f) Suspension of License.~~

~~(1) The Board of Building Appeals shall have the authority to suspend or revoke any electrician's license granted under this Code for violations thereof, after the licenseholder is notified in writing of a complaint, and after the licenseholder has had the opportunity to appear before the Board of Building Appeals to present his facts concerning the complaint.~~

~~(2) The Civil Service Clerk shall suspend immediately an industrial license upon termination of employment by the certifying employer.
(Ord. 7 05. Passed 1 24 05.)~~

1335.06 SPECIFIC REQUIREMENTS FOR LICENSING REGISTRATION.

(a) ~~License Holder~~ **REGISTERED ELECTRICIAN Required.** No person, except as provided in subsection (k) hereof, firm or corporation, shall install upon real property, wires, conduit, apparatus, fixtures, or other appliances in or on any public or private building for light or heating by electricity or for the use of electrical power or repair or change any electrical wire or wires in any public or private building, unless such person, firm or corporation has regularly and steadily in his/its employ a holder of a ~~master electrician license~~ **ELECTRICAL REGISTRATION**, who shall be the authorized representative of the person, firm or corporation in all matters pertaining to this Code. The authorized representative who is the holder of a ~~license~~ **REGISTRATION** may not apply for permits for more than one person, firm or corporation.

(b) ~~Grace Period Without License Holder~~ **REGISTERED ELECTRICIAN.** Should the authorized representative holder of a ~~master's license, HVAC electrician's license, or industrial electrician's license~~ **ELECTRICAL REGISTRATION** terminate or sever his employment, partnership or association with such person, firm or corporation, such person, firm or corporation shall have sixty days thereafter to cease all electrical work until the proper ~~license~~ **REGISTRATION** is acquired.

(c) ~~Application; Examination;~~ **REGISTRATION Fee.**

(1) An applicant for any ~~license~~ **REGISTRATION** herein shall make application for examination on the standard form of the Building Inspection Division. (See Chapter 1315.) This form shall contain sufficient information to permit the Building Superintendent to determine whether or not the applicant meets the requirements set forth in this Code.

(2) ~~An examination fee~~ **THE FIRST YEAR REGISTRATION FEE** which shall include the ~~license~~ **REGISTRATION** fee until the next following December 31 shall be in an amount as follows:

Examination/License REGISTRATION	Fee
Master Electrician	\$100.00
Industrial electrician	25.00
HVAC electrician	35.00

- ~~(3) Any applicant failing in his examination shall not have his fee returned to him but shall be entitled to two re-examinations within a year following the first examination, such re-examination to be taken not more than once each calendar quarter. If the applicant fails to pass the examination within one year, the examination fee is forfeited to the City. These licenses shall not be transferable.~~
- ~~(4) Any applicant for a master electrician license must produce evidence showing that a place of business is or will be maintained by such applicant or by the person, firm or corporation employing such applicant.~~
- ~~(5) An industrial electrician's license shall be issued after certification by the Civil Service Clerk without examination upon presentation to the Building Superintendent of a certificate of qualification from his full-time employer. No examination is required for an apprentice electrician license.~~
- ~~(d) Forms of License. Three forms of license shall be issued, as follows:~~
- ~~(1) Class "A". Master Electrician License. Authorizing work by any person, firm or corporation or their employees in general electrical work.~~
- ~~(2) Class "C". Industrial Electrician License. Authorizing an employee of a manufacturing plant to perform and supervise all electrical work performed at the site of manufacturing of such plant. There need not be more than one licenseholder for each plant.~~
- ~~(3) Class "E". HVAC Electrician License. Authorizing an individual to install electrical work related to the installation of heating, ventilating and air conditioning equipment in accordance with this chapter.~~
- ~~(e) Issuance of Master Electrician License. Any applicant having complied with the provisions of this Code and having successfully passed the examination for master electrician as prescribed shall be certified by the Civil Service Clerk to the Building Division to be issued a master license.~~
- ~~(f) Issuance of Industrial Electrician License. An industrial electrician license shall be issued by the Building Division only to an individual, and shall not be transferable. It shall be in effect only when the holder is a full-time employee of a manufacturing plant.~~
- ~~(g) Issuance of HVAC Electrician License. An HVAC electrician license shall only be issued to an individual and shall not be transferable. Any applicant having fully complied with the provisions of this Code and having successfully passed the required examination for HVAC electrician shall upon recommendation of the Civil Service Clerk be issued a license by the Building Division.~~

~~(h) (d) License REGISTRATION Renewal; Fees.~~

- ~~(1) Electrician licenses of all classes **ELECTRICAL REGISTRATIONS** may be renewed as much as one month prior to their expiration date, upon payment to the Building Division of the appropriate fee. Fees for license **REGISTRATION** renewals shall be as follows:~~

<u>License REGISTRATION</u>	<u>Fee</u>
Master Electrician	\$35.00
Industrial electrician	25.00
HVAC electrician	20.00

- (2) A one month extension beyond the expiration date of ~~electrician licenses~~ **ELECTRICAL REGISTRATION** is provided by this Code, in which time the licenses **REGISTRATION** may be renewed without penalty. However, failure to renew an ~~electrician license~~ **ELECTRICAL REGISTRATION** on or before January 31 following the expiration date of the license **REGISTRATION** terminates the license **REGISTRATION** and such license **REGISTRATION** is forfeited for nonpayment of the renewal fee.
- (3) No person whose ~~electrician license~~ **ELECTRICAL REGISTRATION** has not been renewed under provisions of this Code shall perform any work governed by this Code until such time as a **REGISTRATION** renewal license is issued.
- (4) Any such license **REGISTRATION** forfeited for nonpayment of the renewal fee may be reinstated upon fee payment according to the following schedule:

Delinquent License REGISTRATION Renewal Fee Schedule

- A. ~~Master Licenses~~ **ELECTRICAL REGISTRATION**: \$35.00 renewal fee for each year the license has not been renewed plus a \$35.00 penalty.
- B. ~~Industrial Licenses~~: \$25.00 renewal fee for each year the license has not been renewed plus a \$25.00 penalty.
- C. ~~HVAC Electrician License~~: \$20.00 renewal fee for each year the license has not been renewed plus a \$20.00 penalty.

- (5) In the event a period longer than three years has expired from the date of the expiration of the license **REGISTRATION** prior to an application by the holder thereof for renewal, no license **REGISTRATION** shall be issued by the Civil Service Clerk without reexamination of the applicant for renewal and **WITHOUT** the payment of examination **REGISTRATION** fees as set forth in Section 1335.06(c). Applicants possessing a current electrical contractor's license from the State of Ohio, issued under Ohio Revised Code Chapter 4740, shall pay renewal fees only without reexamination.

(i) Owner-Occupant Exemption. The owner-occupant of a single-family dwelling may, with the assistance of any member of his family or household, personally perform, in such house, any work governed by this Code without a license **REGISTRATION**, provided that such owner shall obtain a permit for any such work and shall call for inspection as hereinafter provided.

(j) Unlawful to Loan License REGISTRATION. It shall be unlawful for an ~~electrician license holder~~ **A REGISTERED ELECTRICIAN** to loan his license **REGISTRATION** to obtain a permit for work by others in his name for the use of any other person.

~~(k) Reciprocity. The Building Superintendent may grant licenses under this section without examination pursuant to reciprocity agreements with other jurisdictions in which the applicant is licensed. Reciprocity agreements must be approved by the City Manager. In addition to reciprocity agreements with other jurisdictions, applicants possessing a current electrical contractor's license from the State of Ohio, issued under Ohio Revised Code Chapter 4740, will also be given reciprocity. (Ord. 7-05. Passed 1-24-05.)~~

1335.07 PERMITS.

(a) Permit to Do Work Required.

- (1) No person, firm or corporation, unless herein specifically exempt, shall

install any electrical work as set forth in Section 1335.02 without the holder of a ~~master electrician license~~ **REGISTERED ELECTRICIAN** first making written application and securing a permit therefor, setting forth the nature of the work to be performed.

- ~~(2) In existing dwellings HVAC electrician license holders may apply for and secure permits to install electrical work related to the installation of a single furnace or space heating appliance and/or a single air conditioning unit not exceeding three ton capacity, except this shall not include the installation of electrical main services or electric service entrances when such are affected, or electric heat appliances.~~
- ~~(3) Load calculations and or drawing approval required unless waived by the Building Superintendent.~~

(b) Emergency Work. In case of emergency, a ~~master~~ **REGISTERED** electrician may proceed with the work and file the application for a permit within twenty-four hours, Saturdays, Sundays and holidays excepted.

(c) Plans Required. The application for a permit shall be accompanied by all necessary plans, in duplicate, for the proposed construction, installation or alteration and with all proper and sufficient information relating thereto, as required by the Building Superintendent.

(d) Minor Work Requires No Permit. No permit shall be required for work as follows:

- (1) Minor repair work such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping joints and repairing drop cords, the replacement of lamps or the connection of portable devices to suitable receptacles which have been permanently installed or the repair or replacement of motors and/or motor controls with motors and/or motor controls of equal or smaller capacity where no change of wiring other than terminal connectors is required.
- (2) The installation of wiring, devices or equipment for the operation of signals or for the transmission of intelligence where such wiring devices or equipment are an integral part of a communication system owned or operated by a telephone or telegraph company, and the installation of electric wiring, devices or equipment installed for the use of such company to provide lighting for drive-up, walk-up and telephone booths.
- (3) The installation of electric wiring, devices or equipment installed for or by a public utility corporation operating under a franchise from the City to transmit and sell or use electrical energy, provided such wiring devices or equipment are for the use of such corporation in its operation as a public utility on its own premises.
- (4) Any electrical work performed as a part of a manufacturing process in a manufacturing plant.
- ~~(5) The repair of underground electrical service conductors for existing one, two and three family residential homes shall not require a permit and no inspections are required. (Ord. 7-05. Passed 1-24-05.)~~

1335.08 SCHEDULE OF ELECTRICAL PERMIT AND INSPECTION FEES.

(a) Fees. Before any permit is granted for the installation or alteration of electric wiring, devices or equipment, the person, firm or corporation making application for such permit shall pay to the City a fee predicated upon the following schedule for the inspection to be made **AS DEFINED IN SECTION 1311.03 SCHEDULE OF FEES.**

(b) ~~Electrical Permits and Inspection Fees.~~

Residential:	
Single family dwelling (new)	\$60.00 per residence
Remodeling and additions	40.00
Multi Unit Structures:	
First 12 units	60.00 per unit
Each additional unit	50.00 per unit
Commercial and Industrial Structures (new and additions):	
New structures, remodeling and additions over \$5,000	\$75.00 base fee plus \$2.00 for every 1,000 square feet.
Remodeling (\$5,000 or less)	40.00 base fee
Sign fee	25.00
Reinspection fee	25.00
Temporary heat release	25.00
Temporary pole release	25.00
Swimming pool bonding	25.00
Swimming pool wiring	25.00
Mobile home or manufactured house	25.00 per space
Baseboard strip heat	25.00

(c) ~~In addition to the fees provided in subsection (b) above, for all permits or fees involving plan submittal for commercial or industrial structures, an additional fee for plan review cost equal to ten percent (10%) of the fee stated in subsection (b) above shall be charged and paid by the applicant before the permit is granted. (Ord. 7-05. Passed 1-24-05.)~~

1335.09 BEGINNING WORK WITHOUT PERMIT.

The fee for any work started prior to obtaining a permit shall be the greater of double the permit fee or \$100.00 for the first offense. The greater of double the permit fee or \$200.00 for the second and additional offense(s). However, the payment of such doubled fee shall not relieve any person from fully complying with all the requirements of this Code nor exempt them from any other penalty herein prescribed. (Ord. 7-05. Passed 1-24-05.)

1335.10 APPROVED METHODS.

(a) Rules and Regulations. Electric wiring, devices and equipment shall be installed in strict conformity with the National Electric Code., ~~except that:~~

- ~~(1) The use of aluminum and/or copper clad aluminum wire up to and including AWG No. 8 is prohibited in the City.~~
- ~~(2) Residences with electric heating installations over twenty two KW shall be supplied with no less than a three hundred ampere service.~~

~~(b) Rewiring Existing Dwellings. When rewiring existing dwellings the following requirements shall be met:~~

- ~~(1) New electric services installed on existing buildings (replacements) shall be a minimum of 100 ampere, 3 wire.~~
- ~~(2) One 230 volt 50 ampere range circuit and receptacle shall be installed in the kitchen where no gas connection is available.~~
- ~~(3) Furnaces or boilers shall be on a separate circuit with a disconnect switch in sight of the unit.~~
- ~~(4) Pull chain fixtures shall not be installed above plumbing fixtures, laundry trays, etc.~~
- ~~(5) A lighting fixture shall be installed adjacent to central heating units.~~
- ~~(6) Lighting fixtures shall be installed near basement steps.~~
- ~~(7) One lighting circuit shall be provided for each 500 square feet of living area.~~
- ~~(8) Two twenty ampere circuits shall be provided for existing and additional required receptacles in the kitchen.~~
- ~~(9) Kitchen, bathroom and appliance circuits shall be grounded.~~
- ~~(10) A switch controlled lighting outlet shall be provided in the kitchen, hall, bath, bedroom, stairs and utility room. Porches, or entries, front, side or rear, may be bracket type for wall.~~
- ~~(11) A minimum of one duplex outlet for each fifty five square feet of floor area in every habitable room is required and the receptacles shall be spaced at least twelve feet apart.~~
- ~~(12) GFI protection shall be installed in all locations as required by the National Electric Code. (Ord. 7-05. Passed 1-24-05.)~~

1335.11 INSPECTIONS.

(a) Notification; Time; Number of Inspections. Immediately upon completion of those portions of the installation which are thereafter to be concealed or covered, the electrical contractor shall notify the Electrical Inspector or the Building Inspection Division, giving the location of the work, that such portions of the installation are ready for inspection; and no person, firm or corporation shall lath over, plaster, or cover up any electrical work before such work has been inspected and the electrical sticker initialed. The Electrical Inspector shall have the right and authority to order the removal of all such lath, plaster, or covering which may have been placed over such work before same has been inspected. The Electrical Inspector must make inspection within two working days after notice, excepting Saturdays, Sundays and holidays. Final inspection on new installations to be made upon completion of such work. Inspection of repair, replacement or conversion work is to be made upon completion of such work. All inspections must be requested in person or by telephone by the electrical contractor.

(b) Stop Work Order. Wherever any work or project governed by the provisions of this chapter and for which a permit has been issued, as provided herein, is being performed or carried on in violation of any of the provisions of this Code, it shall be the duty of the Electrical Inspector to post a "stop work" order signed by the Building Superintendent, on the premises where such work is in progress; and to notify the permit holder or his agent of such stop work order and the reason therefor. After the posting of such notice, no person, firm or corporation shall do any further work on such project which would interfere with further inspections under this chapter, until such time as the defects or violations of this Code have been eliminated to the approval of the Electrical Inspector, and the "stop work" order has been removed by him.
(Ord. 7-05. Passed 1-24-05.)

1335.12 APPEALS.

An appeal may be taken to the Board of Building Appeals by anyone adversely affected by a decision with regard to the application of this Electrical Code, in accordance with Section 1317.08.
(Ord. 7-05. Passed 1-24-05.)

CHAPTER 1337
Heating, Ventilating and Air Conditioning

1337.01	Scope and standards.	1337.14	Reserved.
1337.02	HVAC license	1337.15	Reserved.
REGISTRATION.		1337.16	Reserved.
1337.03	Inspector of HVAC.	1337.17	Reserved.
1337.04	Civil Service Clerk.	1337.18	Reserved.
RESERVED		1337.19	Electric wiring.
1337.05	Duties of Civil Service Clerk.	1337.20	Reserved.
RESERVED		1337.21	Reserved.
1337.06	Specific requirements for licensing. REGISTRATION	1337.22	Reserved.
1337.07	Permits.	1337.23	Inspections.
1337.08	HVAC permit and inspection fees.	1337.24	Reserved.
1337.09	Permits for installation.	1337.25	Reserved.
1337.10	Heat loss.	1337.26	Reserved.
1337.11	Capacity and sizes of equipment.	1337.27	Reserved.
1337.12	Safety requirements.	1337.28	Wet heat and piping code.
1337.13	Codes.	1337.29	Air conditioning.

CROSS REFERENCES

Craft licenses - see BLDG. Ch. 1315
Design criteria - see BLDG. Ch. 1325
Electrical work - see BLDG. Ch. 1335

1337.01 SCOPE AND STANDARDS.

(a) For the purpose of this Code, heating, ventilating and air conditioning (HVAC) shall include, but is not limited to, the following types of systems and appurtenances, as defined and limited under other sections of this Code.

- (1) All warm air heat producing equipment of every type, whether ducted or nonducted, utilizing oil, gas, coal, wood, electric or any other energy source in their design, including, but not limited to:
- A. Forced air systems.
 - B. Gravity warm air systems.
 - C. Radiant heating systems.
 - D. Hydronic heating systems.
 - E. Electric heat pump systems.

- (2) All ventilating systems, whether handled by the same air distribution system used for heating/cooling, or if separate.
- (3) All required exhaust hood systems:
 - A. Restaurants.
 - B. Industrial process.
- (4) Cooling systems of every type designed and intended to maintain a level of comfort within the design temperature requirements as established in this Code.
(Ord. 7-05. Passed 1-24-05.)

1337.02 HVAC LICENSE REGISTRATION.

(a) **License REGISTRATION.** No person, firm or corporation shall act, engage in, or advertise or otherwise represent themselves as A HVAC contractor unless an authorized representative of such person, firm or corporation shall first obtain A HVAC license **REGISTRATION** as provided in this Code.

(b) **Responsibility.** In case of a person, firm or corporation employing a ~~master REGISTERED HVAC licenseholder~~ **CONTRACTOR**, both such person, firm or corporation and the **REGISTERED HVAC licenseholder CONTRACTOR** shall be responsible for all violations under this Code. (Ord. 85-83. Passed 6-27-83.)

(c) **Eligibility.** An applicant for A ~~master HVAC license~~ **REGISTRATION** shall have ~~had at least two years verifiable experience in heating, ventilating and air conditioning as defined in this Code, or shall have satisfactorily completed a course of study, acceptable to the Building Superintendent, in heating, ventilating and air conditioning, provided by an accredited school authorized by proper authority to teach heating, ventilating and air condition, plus one year of practical experience in heating, ventilating and air conditioning or shall be a graduate mechanical engineer.~~ **A CURRENT LICENSE WITH THE OHIO CONSTRUCTION INDUSTRY LICENSING BOARD AS A MASTER HVAC CONTRACTOR ISSUED UNDER OHIO REVISED CODE CHAPTER 4740.**

(d) **Issuance of Master HVAC License REGISTRATION.**

- (1) Any applicant having complied with the provisions of this Code ~~and having successfully passed the examination for a master HVAC license~~ and upon payment of the required fee shall be issued A ~~master HVAC license~~ **REGISTRATION** to perform and supervise HVAC work. This ~~license~~ **REGISTRATION** shall not be transferable.
- (2) Each applicant for ~~master~~ A HVAC license **REGISTRATION** shall provide a certificate indicating that valid liability insurance in solvent insurance companies licensed to do business by the State of Ohio, has been obtained and maintained. Such insurance shall contain standard liability coverage provisions with respect to the business of such person, and insuring such person against any claims for bodily injury or property damage arising out of any negligent act of such person or his agents or employees occurring in the course of such business, with minimum limits of liability as follows:
 - \$250,000/\$500,000 bodily injury liability
 - \$250,000 property damage liability

Such insurance policy shall contain a clause that ten days notice of cancellation, or material change in the policy, shall be furnished to the City of Fairfield Building Division, and shall also provide that the City of Fairfield, Ohio, as a named insured along with the contractor applicant, if possible.

- (3) The requirement set forth in subsection (d)(2) hereof shall be mandatory for all new applicants. ~~All holders of HVAC master licenses issued prior to the enactment of such subsection shall be required to comply with the subsection within thirty days of official notification of the requirement by the City of Fairfield, Ohio, Building Division.~~
(Ord. 7-05. Passed 1-24-05.)

1337.03 INSPECTOR OF HVAC.

(a) Appointment and Title. There is hereby created the office of Inspector for the purpose of inspection of heating, ventilating and air conditioning equipment as listed in Section 1337.01. This Inspector shall be known as the Inspector of HVAC and shall be appointed in accordance with the rules and regulations of the Civil Service Commission.

(b) Duties.

- (1) The duties of the Inspector of HVAC shall be to inspect all work in the areas covered by this chapter of the Code for which permits are required under this Code and to see that such work is performed in accordance with the provisions hereof; to stop any work being done in violation of the terms hereof, and post "stop work" signs therefor; to order any such work removed or corrected to conform herewith; to issue a certificate of approval on satisfactory completion of projects; provided, however, that no "stop work" order so posted shall affect work not governed by this Code except where the progress of any such work would interfere with inspection of work governed by this Code. The Inspector of HVAC shall enforce the provisions of this Code relative to HVAC, and he or his duly authorized representative may enter any building, structure or premises in the City to perform any duty imposed upon him by this Code.
- (2) The Inspector of HVAC shall review all work to assure conformity with the approved mechanical drawings covering the heating/cooling equipment proposed for any building and shall approve such work or shall cause appropriate changes in the drawings necessary to assure compliance with the requirements of this Code.
- (3) The Inspector of HVAC may be assigned to duties in addition to his duties as Inspector of HVAC.
(Ord. 7-05. Passed 1-24-05.)

~~1337.04 CIVIL SERVICE CLERK. RESERVED~~

~~The Civil Service Clerk shall examine applicants for master HVAC license.
(Ord. 7-05. Passed 1-24-05.)~~

~~1337.05 DUTIES OF CIVIL SERVICE CLERK. RESERVED~~

~~(a) Rules and Procedure. The Building Superintendent shall make such rules and prescribe such procedure as may be necessary for its operation in conformity with this Code.~~

~~(b) Examination. The Civil Service Clerk shall have complete control over the examination of applicants for master HVAC licenses under this Code.~~

~~(c) — Examination Periods. Examinations of applicants shall be conducted at least each calendar month, if needed, at such time and place as the Civil Service Clerk may designate. Examination questions shall pertain to the design, installation, servicing and maintenance of all types of heating, ventilating and air conditioning systems, and to the application of the requirements of this Code.~~

~~(d) — Passing Grades. The passing grade shall be seventy percent (70%). Any applicant who fails to receive a passing grade shall be eligible to again apply for examination in the following calendar quarter. The Civil Service Clerk shall keep an accurate record of all applications for examination, of the examinations given, and the results thereof, for a period of three years in such depository as may be designated.~~

~~(e) — Certificate of License. The Civil Service Clerk shall certify to the Building Superintendent the names of all successful applicants for an HVAC license, and shall issue a recommendation for the issuance of an HVAC license.~~

~~(f) — Suspension of License. The Board of Building Appeals shall have the authority to suspend or revoke any HVAC license granted under this Code for violations thereof, after the licenseholder is notified in writing of a complaint, and after the licenseholder has had the opportunity to appear before the Board of Building Appeals to present his facts concerning the complaint. (Ord. 7-05. Passed 1-24-05.)~~

1337.06 SPECIFIC REQUIREMENTS FOR LICENSING REGISTRATION.

(a) ~~License Holder REGISTRATION Required.~~ No person, except as provided in subsection (g) hereof, firm or corporation shall install, erect, alter, repair, service, reset or replace any HVAC system, or parts thereto, as defined in this Code, unless such person, or some member of such firm or corporation, shall first have obtained a ~~master's license~~ **A HVAC REGISTRATION** hereunder or unless such person, firm or corporation has in his/its employ a holder of such ~~master license~~ **REGISTRATION**, who shall be the authorized representative of the person, firm or corporation in all matters pertaining to this Code. The authorized representative who is the holder of a ~~master license~~ **REGISTRATION** may not apply for permits for more than one person, firm or corporation.

(b) ~~Grace Period Without License Holder REGISTERED CONTRACTOR.~~ Should the authorized representative holder of a ~~master license~~ **REGISTRATION** terminate or sever his employment or association with such person, firm or corporation, such person, firm or corporation shall have sixty days thereafter to cease all warm air heating work governed by the requirements under this Code, until the proper ~~license~~ **REGISTRATION** is acquired.

(c) ~~Application; Examination; REGISTRATION Fee.~~

- (1) An applicant for any license herein shall make application for ~~examination~~ **REGISTRATION** on the standard form of the Building Inspection Division. (See Chapter 1315.) This form shall contain sufficient information to permit the Building Superintendent to determine whether or not the applicant meets the requirements set forth in this Code.
- (2) An ~~examination~~ **INITIAL REGISTRATION** fee which includes the license fee until the next following December 31, shall be in an amount as follows:

<u>License REGISTRATION</u>	Fee
Master HVAC	\$100.00

~~Any applicant failing in his examination shall not have his fee returned to him, but shall be entitled to two re-examinations within a year following the first examination, the re-examinations to be taken not more than once each calendar quarter. If the applicant fails to pass the examination within one year, the examination fee is forfeited to the City. This license shall not be transferable.~~

~~(3) Any applicant for a master HVAC license must produce evidence showing that a place of business is or will be maintained by such applicant or by the person, firm or corporation employing such applicant.~~

(d) Form of License REGISTRATION.

(1) Master HVAC license REGISTRATION. Every person, firm or corporation engaging in HVAC work in the City shall comply with Section 1337.02.

(e) Issuance of Master HVAC License REGISTRATION. Any applicant having complied with the provisions of this Code and having successfully passed the examination for a master HVAC license as prescribed by the Civil Service Clerk shall be certified by the Civil Service Clerk to the Building Division to be issued a master HVAC license upon MADE payment of the required fee **WILL BE ISSUED A HVAC REGISTRATION.**

(f) License REGISTRATION Renewal; Fees.

(1) Fee for license **REGISTRATION** renewals is as follows:

<u>License REGISTRATION</u>	<u>Fee</u>
Master HVAC	\$35.00

(2) A one month extension beyond the expiration date of the HVAC license **REGISTRATION** is provided by this Code, in which time the HVAC license **REGISTRATION** may be renewed without penalty. However, failure to renew A HVAC license **REGISTRATION** on or before January 31, following the expiration date of the license **REGISTRATION** terminates the license **REGISTRATION** and such license **REGISTRATION** is forfeited for nonpayment of the renewal fee.

(3) No person whose HVAC license **REGISTRATION** has not been renewed under provisions of this Code shall perform any work governed by this Code until such time as a renewal license **REGISTRATION RENEWAL** is issued.

(4) Any such license **REGISTRATION** forfeited for nonpayment of the renewal fee may be reinstated upon payment of a thirty-five dollar (\$35.00) renewal fee for each year the license **REGISTRATION** has not been renewed, plus a thirty-five dollar (\$35.00) penalty.

(5) In the event a period longer than three years has expired from the date of the expiration of such license **REGISTRATION** prior to an application by the holder thereof for renewal, no license **REGISTRATION** shall be issued without re-examination of the applicant and the payment of ~~examination~~ **RENEWAL** fees as set forth in subsection (c) hereof.

(g) Owner-Occupant Exemption. The owner-occupant of a single family dwelling may, with the assistance of any member of his family or household personally perform in such house any work governed by this Code without a license-**REGISTRATION** provided that such owner shall obtain a permit for any such work and shall call for inspection as hereinafter provided.

(h) Unlawful to Loan License REGISTRATION. No ~~master~~ **REGISTERED HVAC licensee CONTRACTOR** shall loan his license **REGISTRATION** or obtain a permit for work by others in his name for the use of any other person.

~~(i) Reciprocity. The Building Superintendent may grant licenses under this section without examination pursuant to reciprocity agreements with other jurisdictions in which the applicant is licensed. Reciprocity agreements must be approved by the City Manager. In addition to reciprocity agreements with other jurisdictions, applicants possessing current HVAC contractor's license from the State of Ohio, issued under Ohio R.C. Chapter 4740, will also be given reciprocity.~~
(Ord. 7-05. Passed 1-24-05.)

1337.07 PERMITS.

(a) Permit to Do Work Required. No person, firm or corporation shall construct or install any HVAC equipment or appurtenances, such as are subject to the provisions of this Code, in and for any building or alter or repair any such existing HVAC equipment or appurtenances as are subject to the provisions of this Code, without the holder of a ~~master HVAC license~~ **A HVAC REGISTRATION** first making written application and securing a permit therefor setting forth the nature of the work to be performed.

(b) Emergency Work. In cases of emergency, the holder of a ~~master license~~ **REGISTRATION** may proceed with the work and file the application for a permit within twenty-four hours, Saturdays, Sundays and holidays excepted.

(c) Plans Required. The application for a permit shall be accompanied by all necessary plans, in ~~triplicate~~ **DUPLICATE**, for the proposed construction, installation or alteration and with all proper and sufficient information relating thereto if required by the Building Superintendent.

(d) Minor Work Requires No Permit. No permit shall be required for minor repairs or servicing; however, all alterations, additions and work which exceeds two hundred dollars (\$200.00) in value shall require a permit.
(Ord. 7-05. Passed 1-24-05.)

1337.08 HVAC PERMIT AND INSPECTION FEES.

(a) Fees. Before any permit is granted for the installation, alteration or repair of HVAC equipment, the person, firm or corporation making application for such permit shall pay the City a fee ~~predicated upon the following schedule for the inspections to be made.~~ **AS DEFINED IN SECTION 1311.03 SCHEDULE OF FEES.**

(b) ~~_____~~ Fee Schedule "A"
250,000 BTUs or Less

_____ Each unit less than 250,000 BTUH heating; or less than 5 tons, 60,000 BTUH cooling; use the chart below:	
_____ (1)	Heating only \$40.00 each unit
_____ (2)	Cooling only 40.00 each unit
_____ (3)	Heating and cooling combined 60.00 each unit
_____ (4)	Miscellaneous heating equipment, e.g., space heaters, infrared heaters, unit heaters, refrigeration equipment, etc. 40.00 each unit

(5)	Steam or hot water boilers	40.00 each unit
(6)	Multi-family	45.00 each unit
(7)	Supply air and return air outlets	2.00 each
	All reinspections	25.00 each

Fee Schedule "B"
250,000 BTUs or More

Each unit more than 250,000 BTUH heating; or more than 5 tons, 60,000 BTUH cooling, and air ducts, exhaust systems, etc., the fees will be based on estimated cost of work being performed as follows:

<u>Estimated Cost</u>	<u>Fees</u>
\$10,000 or less	See Schedule "A" above
\$10,001 - \$50,000	\$70.00 plus \$3.00 per \$1,000 valuation or part thereof, over \$10,000 plus item (7), Schedule "A".
\$50,001 - \$100,000	\$220.00 plus \$2.00 per \$1,000 valuation or part thereof, over \$50,000 plus item (7), Schedule "A".
Over \$100,000	\$420.00 plus \$1.00 per \$1,000 valuation or part thereof, over \$100,000 plus item (7), Schedule "A".
Reinspections:	For each reinspection made necessary because of incomplete work, wrong address or faulty construction, the owner or agent shall pay a fee of \$25.00.

(c) Beginning Work Without Permit. Beginning Work Without Permit. The fee for any work started prior to obtaining a permit shall be the greater of double the permit fee or \$100.00 for the first offense. The greater of double the permit fee or \$200.00 for the second and additional offense(s). However the payment of such doubled fee shall not relieve any person from fully complying with all the requirements of this Code nor exempt them from any other penalty herein prescribed. (Ord. 7-05. Passed 1-24-05.)

1337.09 PERMITS FOR INSTALLATION.

(a) Before the installation of any HVAC system is begun a permit for installation shall be issued by the Building Superintendent. Such permit shall then be placed in the permanent records of the Division.

(b) An application for such permit shall be made by the individual authorized in Sections 1337.06 and 1337.07.

(c) Such application shall show the name of the owner of the building in which the system is to be installed, the location of the building, the estimated heat losses of the space to be heated, and the capacity of the equipment to be installed.

(d) A permit for installation of heating or cooling equipment shall be issued only if the heat or cooling loss or gain, properly calculated, does not exceed the actual capacity of the equipment proposed. A set of calculations, based on all the pertinent factors concerning the location in question, which show the proposed equipment is equal to or exceeds the calculated load demand, shall constitute prima facie evidence that the performance of the proposed system will meet all requirements of this Code. (Ord. 7-05. Passed 1-24-05.)

1337.10 HEAT LOSS.

(a) Heat loss and gain measurements of the space to be heated or air conditioned shall be based on the design temperature for this area: heat 50° Fahrenheit to 75° Fahrenheit (dry bulb); cooling 92° Fahrenheit to 75° Fahrenheit (dry bulb).

(b) Special purpose spaces may require different design temperatures than those specified in subsection (a) hereof.

(c) The measurement of such losses and gains in accordance with the methods established in the manual of the National Warm Air Heating and Air Conditioning Association, the American Society of Heating and Ventilating Engineers or by any other recognized method, shall constitute prima facie evidence that such measurements have been computed properly. (Ord. 7-05. Passed 1-24-05.)

1337.11 CAPACITY AND SIZES OF EQUIPMENT.

(a) The heat generating and/or cooling capacity of equipment shall be equal to or greater than the properly calculated load which is to be imposed upon it.

(b) Determination of the capacity required of equipment and the sizes of the supply and return systems shall be in accordance with the methods established in the codes and manuals of the National Warm Air Heating and Air Conditioning Association, the American Society of Heating and Ventilating Engineers, or other recognized methods. (Ord. 7-05. Passed 1-24-05.)

1337.12 SAFETY REQUIREMENTS.

(a) HVAC systems shall be so installed as to be reasonably fire safe and free from health and physical hazards under conditions of normal use. All heat generating equipment and heating appliances of every type shall be installed according to the installation instruction supplied by the manufacturer of such equipment or appliance. In no installation shall combustible material be less than eighteen inches from equipment or surfaces which may exceed 250 degrees Fahrenheit.

(b) Installation of used equipment is prohibited except equipment which is safe and suitable to perform the function for which it was designed, and also for the use intended, may be installed after the ~~HVAC license holder~~ **REGISTERED HVAC CONTRACTOR** submits a written statement to the Building Superintendent certifying that such used equipment is safe and functional for the use intended. The Building Superintendent may require additional documentation of tests performed on the equipment, or other evidence which he may deem necessary to support the statement submitted. In no case shall used equipment be installed prior to approval by the Building Superintendent.

(Ord. 7-05. Passed 1-24-05.)

1337.13 CODES.

(a) All one, two, and three family residential installations shall meet the requirements of the ~~OBOA Residential Code~~ **RESIDENTIAL CODE OF OHIO, CURRENT EDITION**, adopted by Section 1301.03(a) of the Building Code.

(b) All residential installations for more than three family units, commercial, industrial, institutional, etc., shall meet the requirements of the Ohio Mechanical Code, ~~or~~ most recent edition, adopted by Section 1301.03(b) of the Building Code.

(Ord. 7-05. Passed 1-24-05.)

1337.14 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.15 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.16 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.17 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.18 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.19 ELECTRIC WIRING.

(a) Electric wiring of 24 volts or less may be installed by a ~~master heating licenseholder~~ **REGISTERED HVAC CONTRACTOR**.

(b) Electric wiring of greater than 24 volts shall be installed by ~~an electrician duly licensed under the provisions of this Code. Exception: See Chapter 1335 for provisions of HVAC Electrician license.~~ **A REGISTERED ELECTRICIAN.**

(Ord. 7-05. Passed 1-24-05.)

1337.20 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.21 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.22 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.23 INSPECTIONS.

(a) Notification; Time; Number of Inspections. Immediately upon completion of those portions of the installation which are thereafter to be concealed or covered, the heating contractor shall notify the Inspector of HVAC giving the location of the work, that such portions of the installation are ready for inspection; no person, firm or corporation shall lath over, plaster, or cover up any heating work before such work has been inspected and approved. The Inspector of HVAC shall have the right and authority to order the removal of all such lath, plaster, or other covering which may have been placed over such work before same has been inspected. The Inspector of HVAC must provide such requested inspection within two working days after notice, excepting Saturdays, Sundays and holidays. Upon completion of new installations and when otherwise applicable, a final inspection and approval by the HVAC Inspector is required. It shall be the responsibility of the ~~master HVAC licenseholder~~ **REGISTERED HVAC CONTRACTOR** to notify the Inspector of HVAC when the installation is ready for final inspection.

(b) Stop Work Order. Wherever any work or project governed by the provisions of this chapter and for which a permit has been issued, as provided herein, is being performed or carried on in violation of any of the provisions of this Code, it shall be the duty of the Inspector of HVAC to post a printed notice to "stop work" signed by the Building Superintendent on the premises where such work is in progress; and to notify the permit holder of such "stop work" order and the reason therefor. After posting of such notice, no person, firm or corporation shall do any further work on such project which would interfere with further inspections under this chapter, until such time as the defects or violations of this Code have been corrected to the approval of the Inspector of HVAC and the "stop work" sign has been removed by him.
(Ord. 7-05. Passed 1-24-05.)

1337.24 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.25 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.26 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.27 RESERVED.

(EDITOR'S NOTE: This section is reserved for future legislation.)

1337.28 WET HEAT AND PIPING CODE.

(a) General Provisions. Before a permit shall be issued for the installation of any steam or hot water boiler, or any device performing some specific service in connection with any hot or cold water heating or air conditioning system or plant, the capacity of which might affect, in whole or in part, the efficiency of the system or plant, the contractor installing such device, or the manufacturer of same, shall furnish the HVAC Inspector with such test data, measurements, ratings, capacities or other information as may be required for the purpose of determining ratings or capacities of such devices in accordance with the provisions of these regulations.

(b) Alterations, Additions and Repairs. Wherever the heating or air conditioning requirements, as determined by these provisions, of any existing building provided with a hot or cold water heating or air conditioning system or plant are hereafter increased or altered, either by the construction of an addition or additions to such building or by an increase in the portion of the building to be heated or conditioned or in any other manner, the capacity of the heating or air conditioning system or plant serving same shall be increased to that capacity which would be required by this Code for a new installation designed to meet equal heating or air conditioning requirements.

(Ord. 7-05. Passed 1-24-05.)

1337.29 AIR CONDITIONING.

(a) Scope. This section shall apply to the installation, alteration, repair and/or replacement of all air conditioning systems used or to be used in or about any building within the City.

(b) Standards.

- (1) No discharge from a condensing unit of any air conditioning system or installation shall be connected into the sanitary sewer system of the City. Discharge from a condensing unit of any air conditioning system or installation in excess of 300 gallons per minute shall be approved by the City Engineer.
- (2) Where underground water in excess of 300 gallons per minute is used in connection with any air conditioning system or installation in the City, it shall be returned to the ground through suitable return wells subject to the approval of the Public Utilities Director.
- (3) Where a combination heating and cooling system is used, a heating permit must be issued. (Ord. 7-05. Passed 1-24-05.)

CHAPTER 1339
Safeguards During Construction and Demolition

<p>1339.01 Compliance required.</p> <p>1339.02 Allowable use of public property during construction.</p> <p>1339.03 Where covered walkways are required.</p> <p>1339.04 Construction of walkways, fences and protective covering.</p> <p>1339.05 Walkways over excavated areas.</p> <p>1339.06 Storage of materials over walkways.</p> <p>1339.07 Walkways to be kept in repair.</p> <p>1339.08 Cleaning of sidewalks and streets.</p>	<p>1339.09 Lights required.</p> <p>1339.10 Protection of roofs and skylights of adjoining buildings.</p> <p>1339.11 Fire protection.</p> <p>1339.12 Temporary heating.</p> <p>1339.13 Watchman.</p> <p>1339.14 Storage of material on streets.</p> <p>1339.15 Basement drainage.</p> <p>1339.16 Disposal of waste.</p> <p>1339.17 Demolition.</p>
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CROSS REFERENCES

Excavation liability - see Ohio R.C. 723.49

Enforcement and penalty - see BLDG., Ch. 1305

1339.01 COMPLIANCE REQUIRED.

The temporary use of streets or public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public, shall be in accordance with the provisions of this chapter. (Ord. 7-05. Passed 1-24-05.)

1339.02 ALLOWABLE USE OF PUBLIC PROPERTY DURING CONSTRUCTION.

No public property may be used for construction or demolition purposes without the written permission of the Building Superintendent. The amount of space and conditions under which public property may be used for construction or demolition purposes shall be as set forth below.

- (a) For such purposes, not more than one-third of the width of the street that is adjacent to the curb in front of the building being erected, and for which a permit has been issued, shall be used. If the street in front of the property adjoining such building is to be used for similarly limited storage, a due waiver of claim against the City for damages on account of such use, issued by the owner of such property, shall be filed with the Building Superintendent before such use shall be allowed.
- (b) Street or sidewalk space may be used under the following conditions:
 - (1) That a walkway be constructed in the outer portion of the permissible occupied street space, conforming to the requirements of Section 1339.03.
 - (2) That no building material, fence, shed or any obstruction of any kind shall be placed so as to obstruct free approach to any fire hydrant, lamp post, manhole, fire alarm box, or catch basin, or so as to interfere with the passage of water in the gutter. Protection against damage shall be provided to such utility fixtures during the progress of the work, but sight of them shall not be obstructed.
 - (3) That a ten foot clear roadway be maintained through any alley located along the building site.
 - (4) That proper precaution shall be made during construction to prevent concrete, mortar washings, or any other material from entering a sewer or catch basin. (Ord. 7-05. Passed 1-24-05.)

1339.03 WHERE COVERED WALKWAYS ARE REQUIRED.

During the erection or demolition of any building exceeding one story in height that is located at a distance less than ten feet or is located less than one-quarter of the height of the building from any street or alley property line, a roof covering for the entire length of the project shall be provided over the temporary or permanent sidewalk, from the time the construction or demolition extends above the second floor level until materials are no longer being used or handled on the floor above such walk.

Buildings having their exteriors altered or repaired in an extensive manner involving any hazard shall be provided with a covered walk as required for new structures during erection. (Ord. 7-05. Passed 1-24-05.)

1339.04 CONSTRUCTION OF WALKWAYS, FENCES AND PROTECTIVE COVERING.

Before any construction work is commenced, the owner or his agent shall construct a temporary walkway in conformity with this section.

- (a) All fences, barriers or temporary structures of any kind located on public highways shall be so constructed as not to obstruct vision at the intersection of streets.
- (b) Walkways shall be not less than four feet wide in the clear. Walks shall be built in a safe and substantial manner and be maintained in that condition at all times. A fence of solid, substantial construction not less than three feet high shall be provided on the traffic or street side of the walkway; each side of the walk shall be provided with smooth handrails.
- (c) Where the distance from building to street or alley property line is less than half the height of the building, a fence of substantial solid construction at least eight feet high shall be provided on the building side of the walkway.

- (d) Roof coverings over walkways, as required by Section 1339.02 shall be constructed of not less than one layer of two-inch nominal dimension wood plank spanning not over three feet between supports, or equivalent, decking. The framework supporting the walkway covering shall be well braced and designed to support at least 150 pounds per square foot, but the top deck shall be designed to carry not less than 250 pounds per square foot. The roof covering shall be of width sufficient to cover the entire walkway or sidewalk, and shall be made watertight. Suitable provision shall be made for adequate lighting of the walk under the covering at all times. A minimum clearance of eight feet six inches shall be maintained above walkways.
(Ord. 7-05. Passed 1-24-05.)

1339.05 WALKWAYS OVER EXCAVATED AREAS.

When the area occupied by the sidewalk or temporary walkway is to be excavated, such walk shall be made of boards not less than two inches nominal dimension designed to support a load of not less than 150 pounds per square foot, provided with suitable ramps at each end. Such walkways shall be provided with a solid fence not less than three feet high with smooth handrails on each side. (Ord. 7-05. Passed 1-24-05.)

1339.06 STORAGE OF MATERIALS OVER WALKWAYS.

Whenever roofs or walkways are used for the storing of materials, it shall be designed for the load to which it is to be subjected and a railing and footboard shall be installed so as to prevent the materials from spilling into the street.
(Ord. 7-05. Passed 1-24-05.)

1339.07 WALKWAYS TO BE KEPT IN REPAIR.

Any barricade or fence and handrails and sidewalks shall be kept reasonably smooth and in good repair while in use. (Ord. 7-05. Passed 1-24-05.)

1339.08 CLEANING OF SIDEWALKS AND STREETS.

The owner or his agent, upon the completion of the building, shall immediately remove all walkways, debris or any other obstruction and leave such public property in as good a condition as it was before such work was commenced.
(Ord. 7-05. Passed 1-24-05.)

1339.09 LIGHTS REQUIRED.

(a) Every walkway shall be kept well lighted continuously between sunset and sunrise and the outer edge of the occupied space of the street or sidewalk shall have placed upon or by them, illuminated lamps with red globes, flares or other approved lights in such manner that there shall be one light at each end, and at intermediate points as may be necessary to afford proper warning after darkness.

(b) All pits, excavations, fences, barriers, builder's equipment, building materials or rubbish in or upon a street, alley, sidewalk or any other public space shall have placed upon or by them, illuminated lamps with red globes, flares or other approved lights in such manner that there shall be one light at each end, and at intermediate points as may be necessary to afford proper warning after darkness.

(c) All parts of buildings or structures under construction and all sheds, scaffolds and other equipment in connection therewith, where work is being performed or persons must necessarily pass, shall be adequately lighted to insure safety.
(Ord. 7-05. Passed 1-24-05.)

1339.10 PROTECTION OF ROOFS AND SKYLIGHTS OF ADJOINING BUILDINGS.

When a building or structure is to be carried above the roof of an adjoining building, protection for the skylight and roof of such adjoining building shall be provided, at his own expense, by the person constructing or causing the construction of such building or structure; provided, that if the owner, lessee or tenant of the adjoining building should refuse permission to have the roofs and skylights protected, the responsibility and expense for the necessary protection shall devolve on the person refusing such permission.
(Ord. 7-05. Passed 1-24-05.)

1339.11 FIRE PROTECTION.

During building operations, free access from the street to fire hydrants, and to outside connections for standpipes, sprinklers or other fire extinguishing equipment, whether permanent or temporary, shall be provided and maintained at all times. No material or construction equipment shall be placed within ten feet of such hydrant or connection nor between it and the center line of the street.
(Ord. 7-05. Passed 1-24-05.)

1339.12 TEMPORARY HEATING.

(a) When salamanders or other temporary heating devices are used, if a temporary heating plant is impracticable and until a permanent heating plant is installed, they shall not be set on combustible flooring or platforms unless thoroughly insulated therefrom by a bed of slag or cold ashes not less than four inches thick, or by other efficient protection, extending at least two feet horizontally beyond such devices on all sides. The legs of such devices, which shall be at least twelve inches long, shall rest on the insulation, and shall not extend through it.

(b) Such devices shall be so located that there is a clearance of not less than six feet above nor less than two and one-half feet on all sides, between such device and unprotected woodwork or combustible material, equipment or construction. Nor shall such devices be placed within ten feet in any direction of tarpaulins or canvas covers, except as such tarpaulins or covers are flameproofed in an approved manner.

(c) Salamanders and similar heating devices shall be of a substantial type with protective screen covers, and shall be under constant supervision so long as they are in use.
(Ord. 7-05. Passed 1-24-05.)

1339.13 WATCHMAN.

When anything is being hoisted, loaded or unloaded over a sidewalk, or when any trucks cross over same, in a congested district or on an arterial highway, at least one watchman shall be stationed there to warn and protect all persons from injury or damage.
(Ord. 7-05. Passed 1-24-05.)

1339.14 STORAGE OF MATERIAL ON STREETS.

(a) No building materials or accessories shall be placed upon the streets, alleys or sidewalks except as provided in this chapter. Building materials required for immediate use or in connection with the construction or alteration of a building, or temporary fences, walks or covered walks may be placed upon the street or sidewalk in front of such building site; provided, however, that if in the opinion of the Building Superintendent the storage of such materials or the placing of fences and walks, etc., seriously interferes with traffic or endangers life or property, he may refuse to issue, revoke or refuse to renew permits and order all obstructions removed.

(b) The maximum width of such occupied space shall not exceed one-third of the width of the roadway.

(c) On sidewalks there shall be maintained at all times a minimum clear space four feet wide for the entire street frontage.

(d) No material shall be piled or stored on public highways or sidewalks to a height greater than six feet or within twenty-five feet of the curb line of an intersecting street or within ten feet of the curb line of an intersecting alley.

(e) The gutters shall at all times be kept clean and free from all obstructions to accommodate storm water flow without washing of material into gutter.

(f) Where building material is placed near a sewer inlet, a suitable stop shall be provided so as to prevent any of this material from entering the inlet.

(g) Hand mixing of concrete or mortar shall be done in a box, and when boxes, wheelbarrows, shovels, etc., are washed, they shall be washed in such a way as to prevent washings from entering the sewer.

(h) The person responsible for building materials in sewers shall be liable for the expense of removing same and the damage caused thereby. Such expense shall be charged to and collected from such person by the City.

(i) No building material or temporary structures of any kind shall be placed so as to obstruct the sight of, the free approach to and the use of any fire hydrant, sprinkler connection, fire alarm box, police call box, traffic signal box, street light manhole or catch basin, or to obstruct the sight of any traffic signal from any point where it is intended that it should be seen.

(j) The sidewalk space may be occupied for building construction purposes, when approved by the Building Superintendent, provided a temporary fence, walk or covered walk is constructed in accordance with the provisions of Sections 1339.03, 1339.04 and 1339.05, and such fence, walk or covered walk is properly maintained.

(k) No material shall be stored beyond the inner edge of such walk or covered walk or on the outside of a fence enclosure. No portion of any fence, walk or covered walk shall be used for advertising purposes, excepting those of the owners, tenants, architects, engineers, contractors or building and material concerns engaged in construction. (Ord. 7-05. Passed 1-24-05.)

1339.15 BASEMENT DRAINAGE.

Before the foundation walls of a building or structure are completed, adequate drainage facilities shall be provided to prevent water accumulating in the excavation or basement. This drainage shall not be connected to a sanitary sewer. (Ord. 7-05. Passed 1-24-05.)

1339.16 DISPOSAL OF WASTE.

Waste material and rubbish shall not be stored nor allowed to accumulate within the building or in the immediate vicinity, but shall be removed from the premises as rapidly as practicable. Combustible waste and rubbish shall be removed at least daily. No material shall be disposed of by burning on the premises or in the immediate vicinity. Dry material or rubbish shall be wetted down, if necessary, to prevent it being blown about. (Ord. 7-05. Passed 1-24-05.)

1339.17 DEMOLITION.

(a) General. In the demolition of buildings, other than buildings of wood frame construction, one story at a time shall be completely removed. No wall, chimney or other construction shall be allowed to fall in mass on an upper story. Bulky material such as beams and columns, shall be lowered and not allowed to fall.

(b) Chutes.

- (1) Chutes for the removal of materials and debris shall be provided in all such parts of demolition operations that are more than twenty feet above the point where material is being removed.
- (2) Such chutes shall be completely enclosed. They shall not extend in an unbroken line for more than twenty-five feet, but shall be equipped at intervals of twenty-five feet or less with substantial stops to prevent descending material from attaining dangerous speeds.
- (3) The bottom of each chute shall be equipped with a gate or stop, with suitable means for closing or regulating the flow of material.

(c) Sprinkling. Chutes, floors, stairways and other places affected shall be sprinkled sufficiently to keep down the dust.

(d) Utilities and Basement Drainage. Sewers shall be plugged and capped, water service shall be shut off at the main, and gas lines shall be shut off at the main. The basement floor shall be broken to permit drainage.

(e) Grading of Lot. When a building has been demolished and no building operation has been projected or approved, the vacant lot shall be filled, graded and maintained in conformity to the established street grades at curb level, or natural grade. The lot shall be maintained free from the accumulation of rubbish and all other unsafe or hazardous conditions which endanger the life or health of the public; and provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.

(f) Note. All of the requirements hereinbefore stated in this section covering construction and remodeling shall also apply to demolition.

~~(g) Bond. Before a demolition permit is issued, a bond or certificate of insurance, approved by the Law Director as to form and as to amount by the Building Superintendent shall be filed with the Finance Director. (Ord. 7-05. Passed 1-24-05.)~~

CHAPTER 1341
Use of Public Property

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| <p>1341.01 General requirements.</p> <p>1341.02 Space under public property.</p> | <p>1341.03 Moving of buildings or structures.</p> |
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CROSS REFERENCES

Power to regulate building numbering - see Ohio R.C. 715.26
Power to license house movers - see Ohio R.C. 715.27

1341.01 GENERAL REQUIREMENTS.

The use of public property or any portion thereof, shall be in accordance with the provisions of this chapter and Section 1339.02.

- (a) Doors. Doors shall be so designed and hung as to not encroach, when opened, upon public property more than six inches and such doors shall not be held open in this encroaching position. Exit doors which are required to be open in the direction of exit travel, shall be set back from the property line by means of vestibules or similar enclosures to comply herewith.
- (b) Ladders. Any person, firm or corporation which shall cause any ladder to be erected on public property for any purpose shall have one person constantly posted at the foot of such ladder as a safety precaution.
(Ord. 85-83. Passed 6-27-83.)

1341.02 SPACE UNDER PUBLIC PROPERTY.

(a) Space Under Sidewalk. The space under the sidewalk level may be used for purposes not inconsistent with any requirements of this Code or any other ordinances, but the permit to use this space may be revoked by the City at any time and the owner of the building occupying such space shall be required to pay all costs incidental to the surrender of his occupancy. The owner of the building shall carry public liability insurance in such amount as is determined by Council and a copy of the public liability insurance policy shall be filed with the Finance Director.

(b) Encroachment Requirements.

- (1) Areas projecting beyond the building line shall be covered over at the street level by an approved grating of metal or other noncombustible material.
- (2) Vaults, entirely below the sidewalk level, but not beyond the curb line, shall be roofed over at the street level by approved masonry, reinforced concrete or steel beams with masonry arches.
- (3) Openings in the roofs of vaults under street surfaces shall be provided with substantial covers of noncombustible materials, flush with the top surface and constructed to prevent persons from slipping thereon. Covers shall be maintained normally closed, and when open for use shall be fully guarded to prevent accidents.
- (4) When glass is set in the sidewalk to provide light for spaces underneath, the glass shall be supported by metal or reinforced concrete frames and such glass shall be not less than one-half inch in thickness. When such glass is over twelve square inches in area, it shall have wire mesh imbedded in the glass. Glass used in vault lights shall not exceed sixteen square inches for one light and shall be flush mounted structural units designed specifically for this purpose. All portions of sidewalk lights shall be of not less strength than required for sidewalks. (Ord. 85-83. Passed 6-27-83.)

1341.03 MOVING OF BUILDINGS OR STRUCTURES.

(a) License. No person, firm or corporation shall raise, shore, move or cause to be moved upon the streets, alleys or other public places within the City or from one lot or parcel of ground to another within such City, any building or structure other than a contractor's shed, not over ten feet in width and ten feet in height or an industrialized unit, unless such person, firm or corporation has satisfactorily demonstrated their ability to perform such operations to the Building Superintendent, and has obtained a permit to engage in such business as hereinafter provided.

(b) Bond. Every person, firm or corporation shall annually before engaging in moving of buildings or structures, obtain a permit therefor and every such firm, person or corporation applying for a permit shall first file with the City Manager a surety bond in an amount to be determined by the Law Director with good and sufficient sureties to be approved by the Finance Director, and shall apply whether the property be either public or private, whether such damage or injury shall be inflicted by such party or his agents or employees; and conditioned that such party will save and indemnify and hold the City harmless against all liabilities, judgments, costs and expenses which may in any wise accrue against the City in consequence of the granting of such permit, and will in all things strictly comply with the conditions of his permit.

(c) Fees. Any person, firm or corporation engaged in the business of moving a structure or building in the City shall pay a permit fee of the following amount, to wit: **BASED ON ESTIMATED COST FROM CHAPTER 1311.**

_____	For one day to one week	_____	\$50.00
_____	For one month	_____	\$100.00
_____	For one year	_____	\$300.00

~~_____ and shall be entitled to a permit for the period for which such permit is paid; except that in the case of one story frame structures not exceeding twelve feet in extreme height when mounted, or thirteen feet in extreme width, or eighteen feet in extreme length, and which are mounted on trucks or wagons and hauled by direct traction without the use of capstans or other machinery involving the obstruction of the roadway or other than by the building itself, such fee shall be fifteen dollars (\$15.00).~~

In addition to the foregoing amount paid by the person engaged in moving of buildings or structures, the sum of fifty dollars (\$50.00) per day shall be paid for each day or fraction thereof such structure is upon the streets of the City, after the first day.

(d) Removal of Building or Structure. No building or structure shall be moved until same has been inspected by the Building Inspector and any building or structure that has depreciated fifty percent (50%) or more shall not be moved, but shall be torn down.

(e) Route Prescribed. The route which shall be prescribed by the City Manager shall in all cases be such as is least likely to interfere with traffic on the streets or cause accidents or injuries or to interfere with public or private convenience; and the route so prescribed shall not be deviated from.

(f) Notice to Others. A moving permit shall not be issued until the mover has certified to the Building Superintendent in writing that he has notified all persons, firemen or corporations owning or controlling any telegraph, telephone, cable T.V., electric light or power, fire, police alarm, or trees, cross-arms or other structures which may come in contact, or which may be affected by the moving of the building or structure, and has obtained their permission for the moving of the building or structure, and has deposited the necessary moneys with these persons, firms or corporations as required by them to protect their properties.

(g) Report to the City Engineer and Fire Department. Every person, firm or corporation receiving a permit from the Building Superintendent to move a building or structure shall, within one day after such building or structure reaches its destination, report that fact to the Building Superintendent, who shall report same to the City Engineer, who shall thereupon inspect all streets, alleys, avenues or public grounds over which the building or structure has been moved and ascertain the condition of same. If the moving of the building or structure has caused any damage to the streets, alleys or public grounds, the mover shall forthwith place the same in as good a condition as they were before the permit was granted. Upon the failure of the mover to do so, within ten days thereafter, to the satisfaction of the City Engineer, the City shall repair the damage done and hold sureties of bond given by the mover responsible for the payment of the cost of repairs.

- (1) Every mover shall report to the Fire Chief or his assistant each night the exact location where the building or structure is to stand on the streets for the night. Failure to report this shall be considered a misdemeanor and shall hold parties liable to fine.
- (2) Movers shall proceed in a careful manner in the moving of a building or structure over the public streets, alleys and public grounds and shall not in any manner injure or destroy trees, grass plot, curbing or sidewalk, nor in any manner interfere with the property of individuals. The Building Superintendent shall have the power to revoke any permit whenever in his judgment any mover is proceeding in a reckless or careless manner in the moving of the building or structure.

- (h) Public Safety Requirements for Moving of Buildings and Structures.
- (1) Lights required. Every building or structure which occupies any portion of public property after sundown, shall have sufficient lights continuously burning between sunset and sunrise for the protection of the public.
 - (2) Number and location. There shall be a minimum of five red lights placed on each street side of the building or structure; such red lights shall be attached to the building or structure in such a fashion as to indicate extreme width, height and size.
 - (3) Flares required. There shall be placed in addition to the red lights on the building or structure, flares at regular intervals for a distance of 200 feet up the street on each side of the building or structure.
 - (4) Flagmen required. When more than fifty percent (50%) of the street, measured between curbs, is occupied at night by the building or structure, or when, in the opinion of the Building Superintendent, flagmen are necessary to divert or caution traffic, the owner or person moving such building or structure shall employ at their expense, two flagmen, one at each street intersection beyond the building or structure; such flagmen shall remain at these intersections, diverting or cautioning traffic, from sunset to sunrise. Red lights shall be employed in flagging traffic at night. (Ord. 85-83. Passed 6-27-83.)

CHAPTER 1343
Property Maintenance Code

1343.01	Adoption of Property Maintenance Code.	1343.04	Saving clause.
1343.02	Conflict.	1343.99	Penalty.
1343.03	Additions, insertions and changes.		

CROSS REFERENCES

Adoption of technical codes by reference - see CHTR. §4.11
Noxious weeds and litter - see GEN. OFF. Ch. 557
Board of Building Appeals - see BLDG. Ch. 1317

1343.01 ADOPTION OF PROPERTY MAINTENANCE CODE.

That certain document, copies of which are on file in the office of the Clerk of Council, being marked and designated as “the International Property Maintenance Code 2006 Edition”, as published by the International Code Council, Inc., is hereby adopted as the Property Maintenance Code of the City for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of such International Code Council, Inc. International Property Maintenance Code are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 1343.03.
(Ord. 93-07. Passed 7-9-07.)

1343.02 CONFLICT.

In the event any other ordinances or parts of ordinances are in conflict with this chapter, the additional or more stringent of the two requirements shall apply.
(Ord. 93-07. Passed 7-9-07.)

1343.03 ADDITIONS, INSERTIONS AND CHANGES.

The following additions, deletions and amendments to the International Code Council, Inc. International Property Maintenance Code are hereby adopted.

- (a) Section PM 101.1 (page 1, second line). Insert: City of Fairfield, Ohio.
- (b) Sections 106.4 PENALTY AND 107.4 PENALTIES are deleted and replaced in Section 1343.99 of this chapter.
- (c) Sections 111.1 through 111.8 are hereby deleted and the "Code Appeals Board" for purposes of this chapter shall be the Board of Building Appeals of the City of Fairfield, Ohio.

- (d) The Superintendent of Building Inspection and Zoning shall be the "Code Official" for purposes of this chapter.
- (e) Section 302.4 WEEDS is deleted.
- (f) Section 302.7 ACCESSORY STRUCTURES is amended to read as follows: All accessory structures including but not limited to garages, sheds, decks, gazebos, carports, landscaping walls, play structures and fences shall be free from safety, health, and fire hazards and shall be maintained structurally sound and in good repair.
- (g) Section 302.8 MOTOR VEHICLES is deleted.
- (h) Section 302.10 EXTERIOR PROPERTY AREAS is amended to read as follows: No owner, tenant, occupant or operator of any premises shall maintain or permit to be maintained at or on the exterior property areas of such premises any condition which deteriorates or debases the appearance of the neighborhood, reduces property values in the neighborhood, adversely alters the appearance and general character of the neighborhood, creates a fire, safety or health hazard or which is a public nuisance. Such conditions, include, but are not limited to, the following:
 - (1) Broken or dilapidated fences, walls or other structures;
 - (2) Out-of-use or nonuseable appliances and motorized vehicle parts;
 - (3) Rugs, rags or other materials hung on lines, or in other places on the premises, which materials are not being used for general household or housekeeping purposes;
 - (4) Broken, dilapidated or unusable furniture and mattresses or other household furniture, intended for interior use, broken glass, plastic materials, paints, miscellaneous coverings and/or any other materials, including those described in this section, placed at or on the premises in such a manner as to be patently unsightly, grotesque or offensive to the senses;
 - (5) Yards and landscaping shall also be maintained so as not to constitute a blighting or deteriorating effect in the neighborhood, including the timely removal of leaves and rubbish from a yard area. Leaves shall be removed from yards within three (3) months after they have dropped from the tree or plant.
 - (6) No accumulation of building materials or materials such as, earth, sand, mulch or dirt intended for use in landscaping or gardening shall be left standing open or covered upon any premises for a period of time exceeding six consecutive months;
 - (7) Brush, stump roots, obnoxious growths, filth, garbage, rubbish, trash, refuse, debris, dead and dying trees and limbs or other natural growth, loose and overhanging objects and ground surface hazards. This section shall not include properly located compost facilities as defined in Section 1133.01(20.2).
- (i) Section 303 SWIMMING POOLS, STORABLE POOLS, SPAS AND HOT TUBS is amended to read as follows: swimming pools shall be maintained in a clean and sanitary condition, and in good repair. In good repair includes but is not limited to pool liner, associated deck, pump and piping and the following:
 - (1) The pool liner in an above-ground or in-ground pool shall be intact and in the proper position and installed per manufacturers recommendations.
 - (2) All associated decking shall be weather and slip resistant, structurally sound and in good repair, meeting all local and state building codes.

- (3) All associated pumps and piping shall be maintained clean and sanitary and free from leaks.
 - (4) Water clarity shall be maintained so that when standing at the pool's edge at the deep end, the deepest portion of the pool floor and/or the main drain shall be visible and sharply defined. The pool water shall be chemically treated and the filtration system in proper operational condition to maintain clear and sanitary water according to the pool manufacturers suggested operational parameters.
 - (5) Pool covers shall be properly labeled, installed, used and maintained in accordance with the manufacturer's published instructions; free from tears and breaks and secured around the perimeter of the pool to create a barrier to debris and inhibit access to the contained body of water.
 - (6) Pool covers shall not be allowed to collect surface water more than 4 inches (102mm) in depth.
 - (7) Storable pools are those that are constructed on or above the ground and are capable of holding water to a maximum depth of 42 inches (1.0m), or a pool with nonmetallic, molded polymeric walls or inflatable fabric wall regardless of dimensions. All storable pools are required to be removed from service and stored away between the period of November 1st and April 1st.
 - (8) All swimming pools shall be winterized according to the pool manufacturer's recommendations which includes chemical treatment of the standing water, plus physical and chemical protection of the pool and its equipment from freezing.
- (j) Section 304.3 PREMISES IDENTIFICATION is amended to read as follows: Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers and letters shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.75 inches (20mm).
- (k) Section 304.6 EXTERIOR WALLS is amended to read as follows: All exterior walls, including wood, vinyl and aluminum siding shall be free of holes, breaks, loose or rotting materials; and maintained weather proof and properly surface-coated. All exposed exterior wood wall surfaces shall be painted, sealed or stained, so that each wooden exterior wall surface is uniform in appearance and all surface coating materials must be consistently applied so as to avoid mismatched shades and discoloration of the wood surface. Exterior wooden wall surfaces includes but is not limited to soffit and fascia boards and other exterior trim.
- (l) Section 304.7 ROOFS AND DRAINAGE is amended to read as follows: The roof and flashing shall be sound, tight and not have defects which might admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, downspouts or other approved drainage systems shall be installed and shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. All repairs made to roofs and flashing shall to the extent possible match existing materials and colors.

- (m) Section 304.8 DECORATIVE FEATURES is amended to read as follows: All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition. No decorative features may be partially removed which would put the facade out of symmetrical balance or remove the consistency of the decorative feature with a particular level of the facade, including but not limited to, removing one shutter from a window which has two shutters or one set of shutters from a front window where other front windows have shutters or one piece of trim from a designed trim pattern, for any period in excess of fourteen days. Decorative features are to be replaced with like materials and colors consistent with the existing features.
- (n) Section 304.14 INSECT SCREENS is amended to read as follows: every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food or human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.
- (o) Section 305.7 - UNIT IDENTIFICATION: All buildings containing multiple units whose primary entrances are served by a common hallway (i.e. apartments, condominiums, suites) shall have approved unit ID numbers placed in a position to be plainly legible and visible from the common hallway. These numbers shall contrast with their background. Unit ID numbers shall be arabic numerals or alphabet letters. Numbers and letters shall be a minimum of 3 inches high with a minimum stroke width of 3/8 inches.
- (p) Section 306 HANDRAILS AND GUARDRAILS is amended to read as follows: Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762mm) above the floor or grade below shall have guards. Handrails shall not be less than 34 inches (864mm) or more than 38 inches (965mm) measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches (914mm) above the floor of the landing, balcony, porch, deck or ramp or other walking surface.
EXCEPTION: Guards shall not be required where exempted by the adopted Building Code.
- (q) Section 307 RUBBISH AND GARBAGE is deleted in its entirety.
- (r) Section 404.4.1 ROOM AREA is amended to read as follows: Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet (6.5m²) of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet (4.6m²) of floor area for each occupant thereof.
- (s) Section 404.5 OVERCROWDING is amended to read as follows: Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 OCCUPANTS	3-5 OCCUPANTS	6 OR MORE OCCUPANTS
LIVING ROOM	NO REQUIREMENTS	120	150
DINING ROOM	NO REQUIREMENTS	80	100
BEDROOMS	SHALL COMPLY WITH SECTION 4.04.4.1		

- (t) Section 602.3 HEAT SUPPLY (Page 17, line 5) insert: October 1 to May 1.
- (u) Section 604.1 FACILITIES REQUIRED is amended to read as follows in its entirety: Every building or part thereof used for human occupancy shall be adequately and safely provided with an electrical system in compliance with the requirements of the National Electrical Code.
- (v) Sections 604.2 and 604.3 under ELECTRICAL FACILITIES, are deleted in their entirety.
- (w) Vacant buildings shall be kept weather tight and secure from trespassers, safe for entry by police officers and firefighters in times of emergency, and, together with its premises, free from nuisance and in good order, as follows:
 - (1) Building openings: Doors, windows, areaways and other openings shall be weather tight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and opening coverings shall be covered with one half inch CDX plywood, weather protected, tightly fitted to the opening and secured by screws or bolts. If ordered by the code official, material used to secure the premises shall be of similar architectural treatment, material or color to the structure and of such a nature that to the extent practicable the property does not appear to be vacant.
 - (2) Premises: The premises on which a structure is located shall be clean, safe and sanitary and shall not pose a threat to the public health or safety. The code official may order that the vehicular ingress/egress of the premises be barricaded to prevent vehicular traffic on the premises by anyone other than the owner and others expressly and individually authorized by the owner.
 - (3) All other requirements of this Property Maintenance Code shall apply to vacant structures and property except that the Code Official may waive any requirement that is unnecessary for the protection of the public health or safety because the structure is unoccupied and secured against unauthorized entry.
(Ord. 98-10. Passed 11-8-10.)

- (x) Whether or not criminal prosecution under this Property Maintenance Code occurs, if the owner, tenant, occupant or operator of any premises fails to correct any violation of this Property Maintenance Code within the time prescribed in the written notice, the Superintendent of Building Inspection and Zoning or designee may cause the violation to be corrected or abated and the cost thereof as described in Section 557.05, including administrative and supervisory costs, shall be certified to the Butler County Auditor, shall be entered upon the tax duplicate and be a lien upon the premises and be collected as other taxes and returned to the Municipal General Fund. The costs of emergency repairs under subsection 109.5 of this Property Maintenance Code may also be assessed under this subsection in addition to or in place of civil legal action. (Ord. 119-11. Passed 11-28-11.)

1343.04 SAVING CLAUSE.

Nothing in this chapter or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance modified as stated in Section 1343.02 of this chapter; nor shall any just or legal right or remedy of any character be lost, impaired or affect by this chapter. (Ord. 93-07. Passed 7-9-07.)

1343.99 PENALTY.

Any person, firm or corporation who violates any provisions of this chapter is guilty of a misdemeanor of the third degree and, upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both. Each day that a violation continues shall constitute a separate offense. (Ord. 93-07. Passed 7-9-07.)



801 Corporate Drive
Lexington, KY 40503
Tel 859 / 223-3999
Fax 859 / 223-3917

GRW Engineers, Inc.

Engineering
Architecture
Planning
GIS
Aviation Consultants

Arlington, TX
Cincinnati, OH
Columbus, OH
Indianapolis, IN
Knoxville, TN
Louisville, KY
Nashville, TN

April 4, 2013

Mr. Dave Crouch
Public Utilities Director
City of Fairfield, Ohio
5021 Groh Lane
Fairfield, OH 45014

Re: Engineering Services Proposal
Related to Pleasant Avenue
Water Main Replacement/Improvements
GRW Project No. 4093-04

Dear Mr. Crouch:

We are pleased to furnish this engineering services proposal for design phase services related to the above referenced project.

As we have discussed previously, this project would involve the replacement of approximately 5,000 l.f. of water main and appurtenances in the following areas along and adjacent to Pleasant Avenue: Reesor Road to Evalie Drive, Hunter Road to Happy Valley Drive, Evalie Drive to Crestwood Lane and Vonderhaar Court. We understand that this design work would be accomplished in 2013 and would be divided into as many as four (4) separate bid packages.

Our proposed engineering services associated with the design phase of the project would be as follows:

Design Services	\$60,000
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From our most recent conversation, we understand that the proposed improvements will be constructed in multiple phases beginning in 2015. Based on this schedule, we would propose that future engineering services associated with bidding phase and construction phase services be added to this agreement by future amendment when a schedule for the proposed future construction is determined.

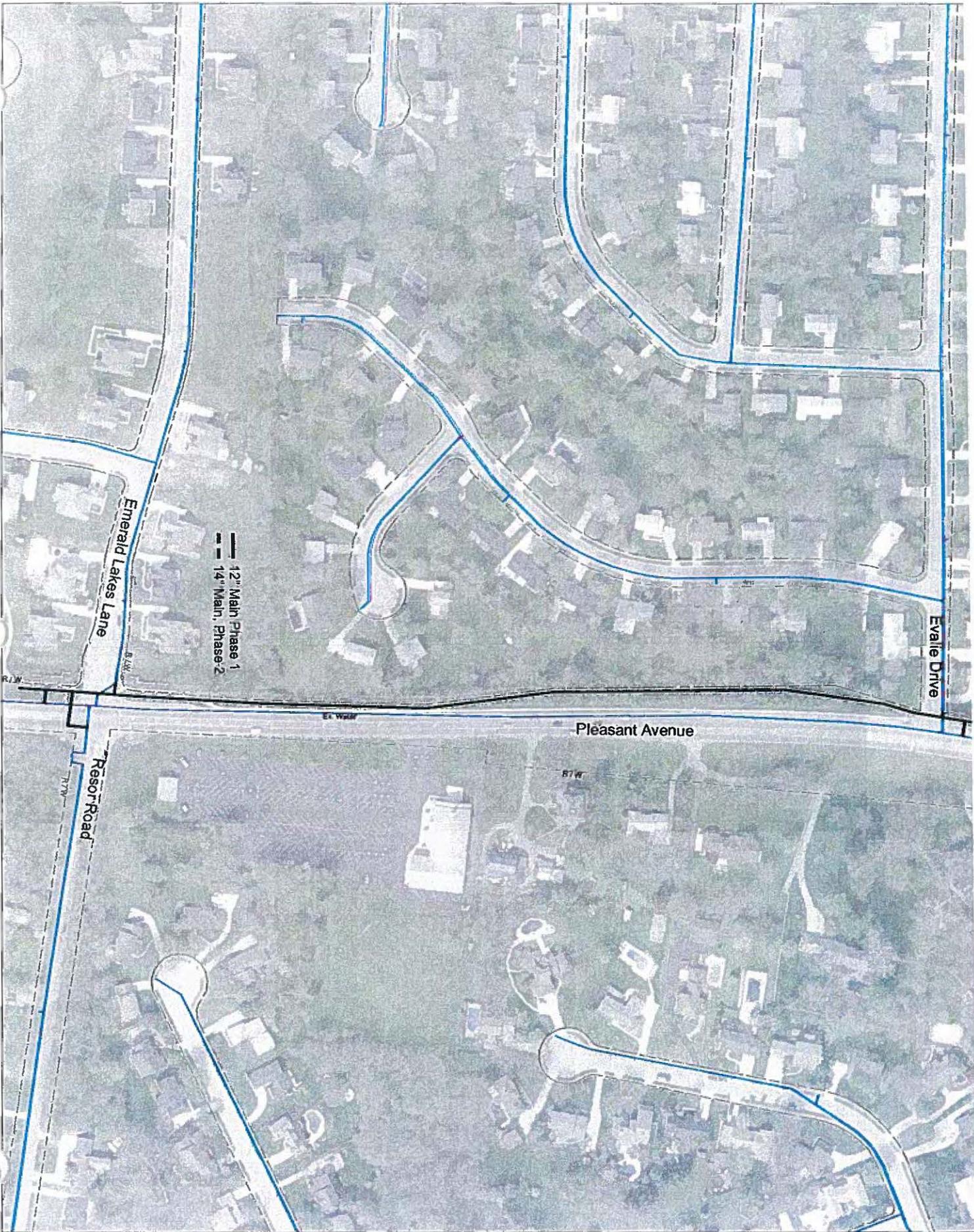
Please call me if you have any questions concerning this matter. If this proposal is acceptable to the City of Fairfield, please execute and return one (1) copy.

Respectfully yours,

Bob C. Smallwood, P.E.
Vice President

ACCEPTED BY:

City of Fairfield





ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GRW ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF THE PLEASANT AVENUE WATER MAIN PROJECT.

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

Section 1. The City Manager is hereby authorized to enter into a contract with GRW Engineers, Inc. for professional engineering services related to the design of the Pleasant Avenue Water Main project in accordance with the proposal on file in the office of the City Manager.

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

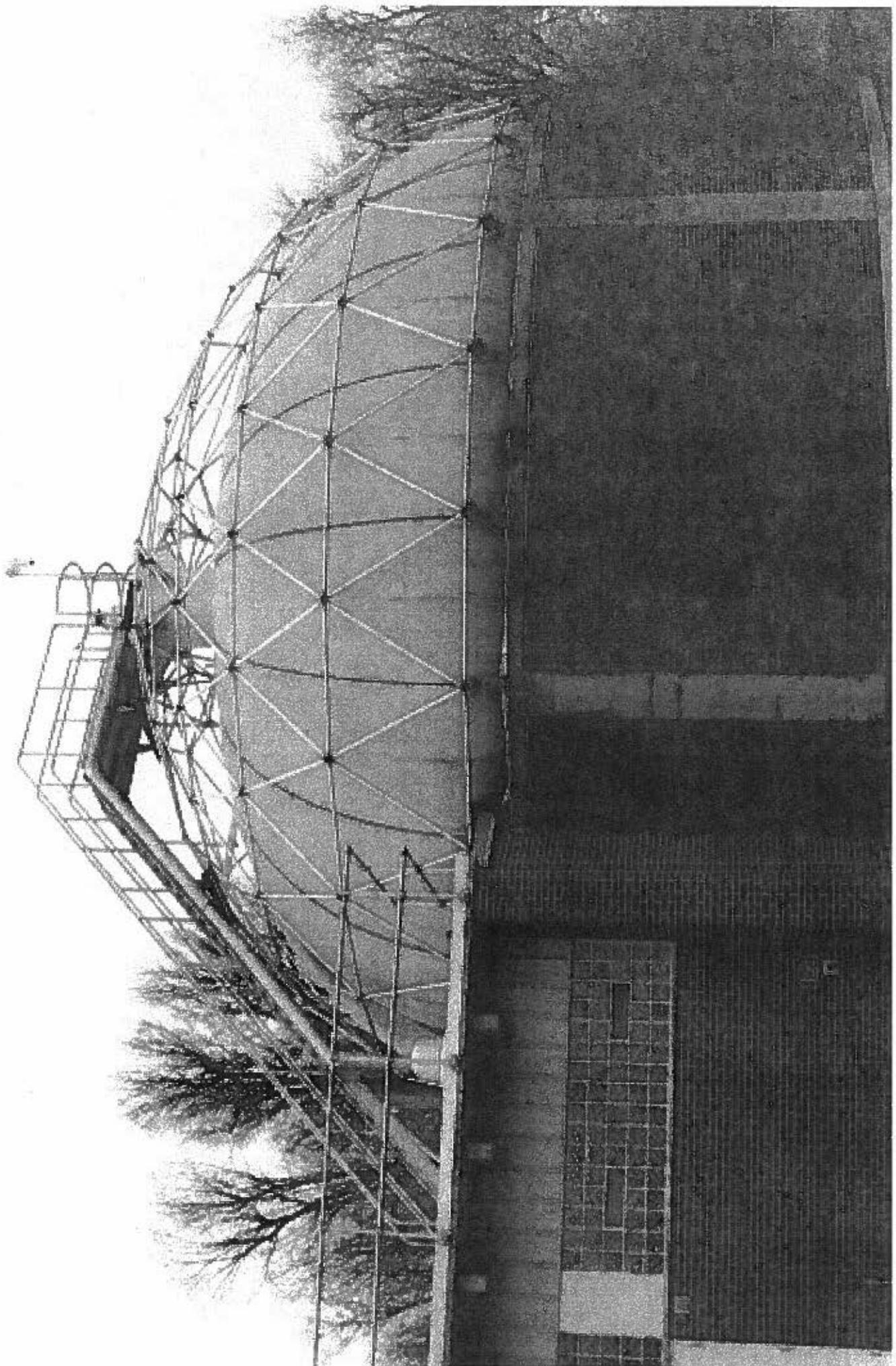
Passed	_____	_____
		Mayor's Approval
Posted	_____	
First Reading	_____	Rules Suspended _____
Second Reading	_____	
Third Reading	_____	

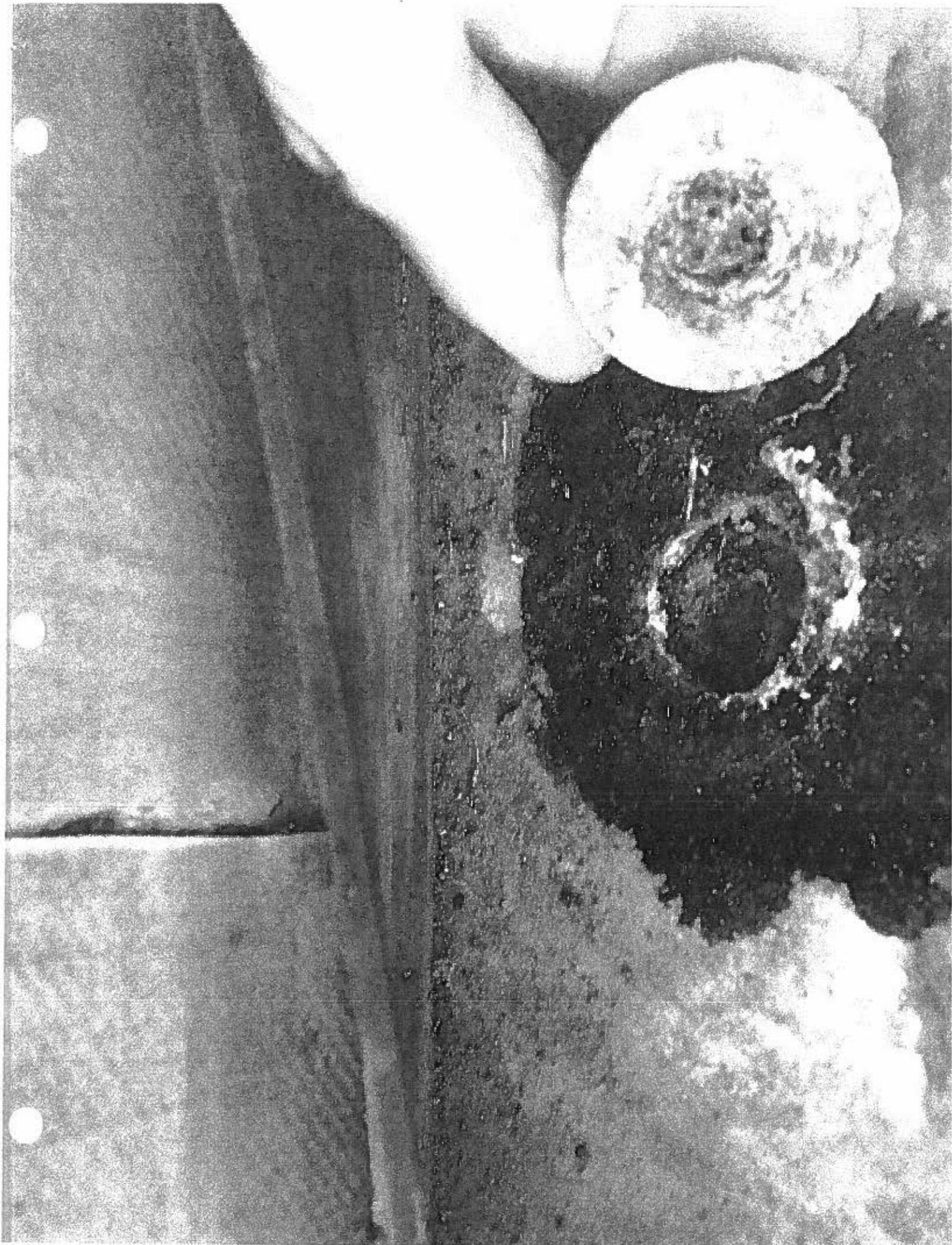
ATTEST:

Clerk of Council

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

Clerk of Council





SIEMENS

Industry

QUOTATION NO. 44838 R	RE: Fairfield, OH Dystor Rehab	DATE: February 26, 2013
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To: City of Fairfield, OH
Contract: Dystor Rehabilitation

SCOPE: Siemens Industry, Inc. (Siemens) proposes to furnish the following equipment subject to the terms and conditions stated herein.

**Digester No.4 Dystor Rehabilitation
And
Digester No. 3 Dystor Rehabilitation**

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

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

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

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

Siemens Industry, Inc.

2607 N. Grandview Blvd.
Suite 130
Waukesha, WI 53188
USA

Tel: +1 262 547-0141
Fax: +1 262 547-4120
www.siemens.com/water

QUOTATION NO. 44838R

RE: Fairfield, OH
Dystor Rehab

DATE: February 26, 2013

PRICE SUMMARY

Our price includes only the specific items detailed in this quotation. Items specified in the contract documents and not included herein are to be furnished by others. Please refer to the General Items of this quotation for a list of items generally furnished by others. **No terms and conditions other than those attached to the end of this proposal will apply. Siemens reserves the right to reject any additional requirements or conditions, or to adjust its price if necessary to accommodate any requested changes.**

ITEM & DESCRIPTION

PRICE

(See following pages for further description)

Digester No.4 only Dystor Rehabilitation \$ 389,010.00

EXTRAS: The following item is quoted as an extra. An order for this item will be accepted only when included with the basic equipment order.

Restraining Cables for Dystor No. 4 \$ 12,300.00

Digester No. 3 Dystor Rehabilitation \$ 337,190.00

Restraining Cables for Dystor No. 3 \$ 12,300.00

FREIGHT: Prices are FOB shipping point with least expensive freight allowed to the job site. Our prices do not include any costs for unloading, transporting on the site or storage.

FIELD SERVICES: Our prices include the services of a factory field service technician for checking the installed equipment and instruction of Owner's personnel as follows:

One (1) trips with three (3) days on site for each Dystor Rehab

SERVICE MANUALS: Our prices include three (3) service manuals and one (1) electronic copy.

Siemens will supply the electronic version of the O & M Manual information in the form of a disc or CD-ROM in Adobe PDF file format only. Drawings will be supplied in the form of a CD-ROM with tif or bitmap file format only. The rights to the content of Siemens O & M Manuals and drawings belong solely to Siemens and Siemens reserves the right to make changes to content at any time.

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

PAYMENT AND PRICE TERMS: The terms of payment are net thirty (30) days in accordance with the following milestones:

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

QUOTATION NO. 44838R

RE: Fairfield, OH
Dystor Rehab

DATE: February 26, 2013

Note: Payment in full of the contract price prior to startup of equipment does not relieve seller of fulfilling startup requirements defined in the contract.

In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. Siemens reserves the right to ship, invoice and collect for partial shipments.

Siemens Industry, Inc. prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales tax, you will be invoiced for taxes at the current rate of sales tax for your jobsite location, at the time of invoice issuance. If this project is not subject to sales tax, please send your Tax Exempt Certificate with the issuance of any ensuing P.O.

DRAWING and SHIPMENT INFORMATION: On any ensuing contract, we shall mutually agree upon a production schedule. Based upon current backlog, and after receipt and acceptance of a complete written purchase agreement, we project the following schedule:

GA's for record only: 15 to 17 weeks after receipt and acceptance of PO
Shipment: 14-17 weeks later.

If the 2nd unit is sold:

GA's for record would be mailed 18 to 20 weeks after receipt and acceptance of PO
Shipment: 14-17 weeks later

Our equipment is priced to ship in accord with this schedule. Installation schedules which require delivery beyond these dates may result in a price increase. Shipments delayed by the Purchaser or delays in processing or returning our submittal drawings beyond the schedule dates will be subject to an assessment at the rate of 1-1/2% per month of the value of the contract.

Dystor Rehabilitation**Dystor Rehabilitation for Digester #4**

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

Scope of Supply – The following mechanical equipment is included in the Digester #4 membrane replacement and repair.

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

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

The existing air system will be reused including fans and motors, purge valve, flame traps and all hard piping and manual valves. Manufacturer will determine if any repairs need to be made to any PVC air piping that may be damaged, to ensure the integrity of the system.

One mobilization will be required.

Items not included in Siemens Scope of Supply

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

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

QUOTATION NO. 44838R

RE: Fairfield, OH
Dystor Rehab

DATE: February 26, 2013

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

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

ADDERS:

As an adder, rehabilitation of a second 45' diameter high gas take-off Dystor (No. 3) with support dome will be offered. This second rehabilitation will be similar to the first with the exception of not including item #5 above, as this was done earlier.

A second mobilization will be included in this adder.

As an adder, new restraining cables will be offered for each Dystor.

QUOTATION NO. 44838R

RE: Fairfield, OH
Dystor Rehab

DATE: February 26, 2013

GENERAL ITEMS

ITEMS NOT FURNISHED BY SIEMENS: The items listed below will not be furnished by Siemens, unless stated otherwise in this quotation, in which case that item in this list is superseded. Siemens price includes only those items listed within the describing section of this quotation.

Electrical, hydraulic, or pneumatic controls.
Wiring of motors or controls, control panels, or panel supports.
Piping, valves, wall sleeves, gates, drains, weirs, baffles.
Floor grating, stairways, ladders, platforms, handrailing.
Concrete, grout, mastic, sealing compounds, shims.
Lubricants, grease piping, grease gun.
Machinery or bearing supports, shims.
Detail shop fabrication drawings.
Tools or spare parts.
Equipment offloading and installation of any kind.
Modifications to existing equipment or structures.
Supervisory services; laboratory, shop, or field testing.
Underwriters Laboratory inspection of electrical controls.
Special written process performance or extended mechanical warranties.

PAINTING AND SURFACE PROTECTION: Our price is based on the following surface protection, unless stated otherwise in this proposal.

SUBMERGED and NONSUBMERGED CASTINGS, STEEL PLATES and SHAPES: Surfaces will be prepared by blast cleaning, then followed by one (1) shop coat of Tnemec N140-1211, Pota-Pox Plus, Polyamidoamine Epoxy or Sherwin-Williams Dura-Plate 235NSF Red Oxide.

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

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

WOOD, NONFERROUS MATERIALS, and GALVANIZED SURFACES: Unpainted.

DRIVE UNITS and CONTROLS: Manufacturer's standard.

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

PRICES ARE BASED ON PAINTS AND SURFACE PREPARATIONS AS OUTLINED IN THIS QUOTATION. THESE PAINTS HAVE BEEN SELECTED TO COMPLY WITH WISCONSIN VOLATILE ORGANIC CHEMICALS EMISSION REGULATIONS. IN THE EVENT AN ALTERNATE PAINT SYSTEM IS SELECTED, YOUR ORDER MUST ADVISE OF YOUR SELECTION. WE WILL THEN EITHER ADJUST OUR PRICE AS MAY BE NECESSARY TO COMPLY, OR SHIP THE MATERIAL UNPAINTED IF COMPLIANCE IS NOT POSSIBLE DUE TO PRICE CONSIDERATIONS, APPLICATION PROBLEMS, OR ENVIRONMENTAL CONTROLS.

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

Siemens Industry, Inc.
PROJECT TERMS AND CONDITIONS
March 1, 2010 (Rev. 1)

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc. ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

Article 1: General

1.1 (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

(c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

(d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

1.2 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of Customer. This Agreement is not intended, and shall not be construed to create, between Customer and SIEMENS, the relationship of principal and agent, joint ventures, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of Customer.

1.3 This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

Article 2: Work by SIEMENS

2.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by SIEMENS shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

2.2 SIEMENS shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

2.3 SIEMENS is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Scope set forth in this Agreement. Any Customer request to change the Scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

2.4 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

2.5 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing

other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, SIEMENS may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

2.6 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures.

Article 3: Responsibilities of Customer

3.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;

(f) Notify SIEMENS promptly of any site conditions requiring special care, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(h) Provide SIEMENS with Material Safety Data Sheets that conform to OSHA requirements related to all Hazardous Materials located at the site;

(i) Furnish to SIEMENS any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

3.2 Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

3.3 Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations. Customer's other contractors, the work of any other person or organization, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

3.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

3.5 Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

Article 4: Changes; Delays; Excused Performance

4.1 As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to SIEMENS' compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

4.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

Article 5: Compensation

5.1 SIEMENS shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other services, including but not limited to the following,

shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 SIEMENS may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.3 Except to the extent expressly agreed in writing, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

Article 6: Warranty, Insurance and Allocation of Risk

6.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

6.2 (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS's nameplate. However, SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Equipment, or (ii) re-performance of the defective portion of the Work.

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

6.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

6.4 SIEMENS agrees to defend, indemnify and hold harmless Customer, and its officers, directors, employees and agents, from and against any third party claims for bodily injury, including death, or damage to tangible property, to the extent arising from SIEMENS' negligence in the performance of this Agreement.

6.5 SIEMENS shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

6.6 Risk of loss of materials and Equipment furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

6.7 ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM CUSTOMER UNDER THIS AGREEMENT. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.8 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 7: Hazardous Materials Provisions

7.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by SIEMENS before its obligations hereunder will continue.

7.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.2 above, SIEMENS will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

7.3 Customer warrants that, prior to the execution of the Agreement, it has notified SIEMENS in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

7.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 7.1, 7.2, or 7.3.

Article 8: Import / Export Indemnity

8.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SIEMENS INDUSTRY, INC. FOR REPLACEMENT OF THE DYSTOR METHANE GAS STORAGE SYSTEM FOR DIGESTER #4 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 Siemens Industry, Inc. for replacement of the Dystor methane gas storage system for Digester #4 in accordance with the proposal on file in the office of the City Manager. This contract is authorized as an emergency without competitive bidding because the current system is failing and because the membranes being replaced are part of a sole-source proprietary system which precludes competitive bidding.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the urgent benefit and protection of the City and its inhabitants for the reason that the current system is failing and needs to be replaced as soon as possible; 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

COPY OF LAST LETTER OF RESOLUTION

RESOLUTION NO. 6-11

RESOLUTION AUTHORIZING PARTICIPATION IN OHIO
DEPARTMENT OF TRANSPORTATION (ODOT)
COOPERATIVE PURCHASING PROGRAM AND DECLARING
AN EMERGENCY.

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

- Section 1. The City Manager or designee hereby requests authority in the name of the City of Fairfield, Ohio to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).
- Section 2. The City Manager or designee is hereby authorized to agree in the name of the City of Fairfield, Ohio to be bound by all terms and conditions as the Director of Transportation prescribes.
- Section 3. The City Manager or designee is hereby authorized to agree in the name of the City of Fairfield, Ohio to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Fairfield, Ohio, participates for items it receives pursuant to the contract.
- Section 4. The City of Fairfield, Ohio agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01 (B) of the Ohio Revised Code. The City of Fairfield, Ohio agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Fairfield, Ohio may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.
- Section 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the urgent benefit and protection of the City and its inhabitants for the reason that the current contract for the proposed purchase of a dump truck expires July 31, 2011; wherefore, this Resolution shall take effect immediately upon its passage.

Passed

6/13/11

Mayor's Approval



Posted

6/14/11

First Reading

6/13/11

Rules Suspended

6/13/11

Second Reading

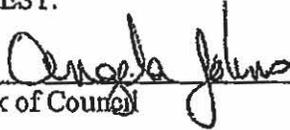
Emergency

6/13/11

Third Reading

ATTEST:

Clerk of Council



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

Clerk of Council



RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN OHIO DEPARTMENT
OF TRANSPORTATION (ODOT) COOPERATIVE PURCHASING
PROGRAM.

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

Section 1. The City Manager or designee hereby requests authority in the name of the City of Fairfield, Ohio to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

Section 2. The City Manager or designee is hereby authorized to agree in the name of the City of Fairfield, Ohio to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. The City Manager or designee is hereby authorized to agree in the name of the City of Fairfield, Ohio to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Fairfield, Ohio, participates for items it receives pursuant to the contract.

Section 4. The City of Fairfield, Ohio agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01 (B) of the Ohio Revised Code. The City of Fairfield, Ohio agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Fairfield, Ohio may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Section 5. This Resolution 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 Resolution has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2013\ODOT - Res

City of Fairfield
 Bid Tabulation for "2013 Asphalt Paving and Resurfacing Project"
 Bid Opening: April 29, 2013

11 (3) (2) A

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

ODOT Item #	Description	Est. Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
-------------	-------------	----------	------	------------	-------------	------------	-------------	------------	-------------

254	Full Width Street Planing &/or Wedge Cut Work: Ranging from 1-1/2" to 2-1/2" depth of cut	45,000	Sq Yds.	\$ 1.72	\$ 77,400.00	\$ 1.73	\$ 77,850.00	\$ 1.45	\$ 65,250.00
Total Amount Street Planing/Wedge Cut Work Specification #1					\$ 77,400.00		\$ 77,850.00		\$ 65,250.00

SPEC	Fiber Reinforced Bituminous Membrane	12,000	Sq. Yds	\$ 4.35	\$ 52,200.00	\$ 3.83	\$ 45,960.00	\$ 4.50	\$ 54,000.00
Total Fiber Reinforced Bituminous Membrane Specification #2					\$ 52,200.00		\$ 45,960.00		\$ 54,000.00

448	Asphalt Surface Course, Type 1, PG 64-22	3,120	Tons	\$ 71.00	\$ 221,520.00	\$ 64.75	\$ 202,020.00	\$ 69.00	\$ 215,280.00
448	*Asphalt Intermediate Course Type 1, PG 64-22	500	Tons	\$ 70.00	\$ 35,000.00	\$ 55.00	\$ 27,500.00	\$ 63.00	\$ 31,500.00
301	*Asphalt Concrete Base PG 64-22	500	Tons	\$ 65.00	\$ 32,500.00	\$ 48.00	\$ 24,000.00	\$ 58.50	\$ 29,250.00
611	Adjustment of Manholes to grade, as per plan	13	Each	\$ 400.00	\$ 5,200.00	\$ 400.00	\$ 5,200.00	\$ 350.00	\$ 4,550.00
611	Remove existing sanitary MH casting & lid, & raise to grade, as per plan	13	Each	\$ 400.00	\$ 5,200.00	\$ 400.00	\$ 5,200.00	\$ 350.00	\$ 4,550.00
638	Adjustment of Valve Boxes to grade	5	Each	\$ 300.00	\$ 1,500.00	\$ 250.00	\$ 1,250.00	\$ 150.00	\$ 750.00
*Contingency item - to be used as directed by the Engineer									
Total Amount Asphalt Paving/Resurfacing Work Specification #3					\$ 300,920.00		\$ 265,170.00		\$ 285,880.00

442	Asphalt Surface Course, 12.5 mm, Type A (448)	1,035	Tons	\$ 87.00	\$ 90,045.00	\$ 80.00	\$ 82,800.00	\$ 81.00	\$ 83,835.00
Total Amount 442, Asphalt Surface Course, 12.5 mm, Type A (448) Specification #4					\$ 90,045.00		\$ 82,800.00		\$ 83,835.00

City of Fairfield

Bid Tabulation for "2013 Asphalt Paving and Resurfacing Project"

Bid Opening: April 29, 2013

ODOT Item #	Description	Est. Qty.	Unit	BIDDER (Name/Address/Phone)					
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				John R. Jurgensen 11641 Mosteller Rd. Cincinnati, OH 45241 513-771-0820		Barrett Paving Materials, Inc. 3751 Commerce Drive Middletown, OH 45005 513-422-4662		Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777	
1	Miles Edge Lines (yellow)	-	Unit	\$ 3,480.00	\$ -	\$ 3,164.00	\$ -	\$ 3,500.00	\$ -
2	Miles Lane Lines (yellow)	-	Unit	\$ 1,748.00	\$ -	\$ 1,589.00	\$ -	\$ 1,800.00	\$ -
3	Miles Lane Lines (white)	-	Unit	\$ 1,748.00	\$ -	\$ 1,589.00	\$ -	\$ 1,800.00	\$ -
4	Feet Center Lines	125.00	Unit	\$ 1.15	\$ 143.75	\$ 1.00	\$ 125.00	\$ 1.10	\$ 137.50
5	Each Arrows	2	Unit	\$ 113.00	\$ 226.00	\$ 100.00	\$ 200.00	\$ 115.00	\$ 230.00
6	Each Combo Arrow	-	Unit	\$ 154.00	\$ -	\$ 140.00	\$ -	\$ 175.00	\$ -
7	Each ONLY's	-	Unit	\$ 137.50	\$ -	\$ 125.00	\$ -	\$ 150.00	\$ -
8	Each SCHOOL's	-	Unit	\$ 550.00	\$ -	\$ 500.00	\$ -	\$ 650.00	\$ -
9	Ln. Ft. STOP Bars (24")	20.00	Unit	\$ 5.70	\$ 114.00	\$ 5.00	\$ 100.00	\$ 5.50	\$ 110.00
10	Ln. Ft. Channel Lines (8")	185.0	Unit	\$ 1.70	\$ 314.50	\$ 1.50	\$ 277.50	\$ 1.75	\$ 323.75
11	Ln. Ft. Crosswalks (8")	-	Unit	\$ 2.60	\$ -	\$ 2.35	\$ -	\$ 2.75	\$ -
12	Each Center Line Halfmoon	-	Unit	\$ 220.00	\$ -	\$ 200.00	\$ -	\$ 250.00	\$ -
13	Ln. Ft. Dotted Lines (4" white)	-	Unit	\$ 1.50	\$ -	\$ 1.35	\$ -	\$ 1.65	\$ -
Total Amount Thermoplastic Roadway Pavement Markings Specification #5					\$ 798.25		\$ 702.50		\$ 801.25

SPEC	*Asphalt Rejuvenating Agent	10,000	Sq. Yds	\$ 1.10	\$ 11,000.00	\$ 0.94	\$ 9,400.00	\$ 1.00	\$ 10,000.00
*Contingency item - to be used as directed by the Engineer									
Total Amount Asphalt Rejuvenating Agent Specification #6					\$ 11,000.00		\$ 9,400.00		\$ 10,000.00

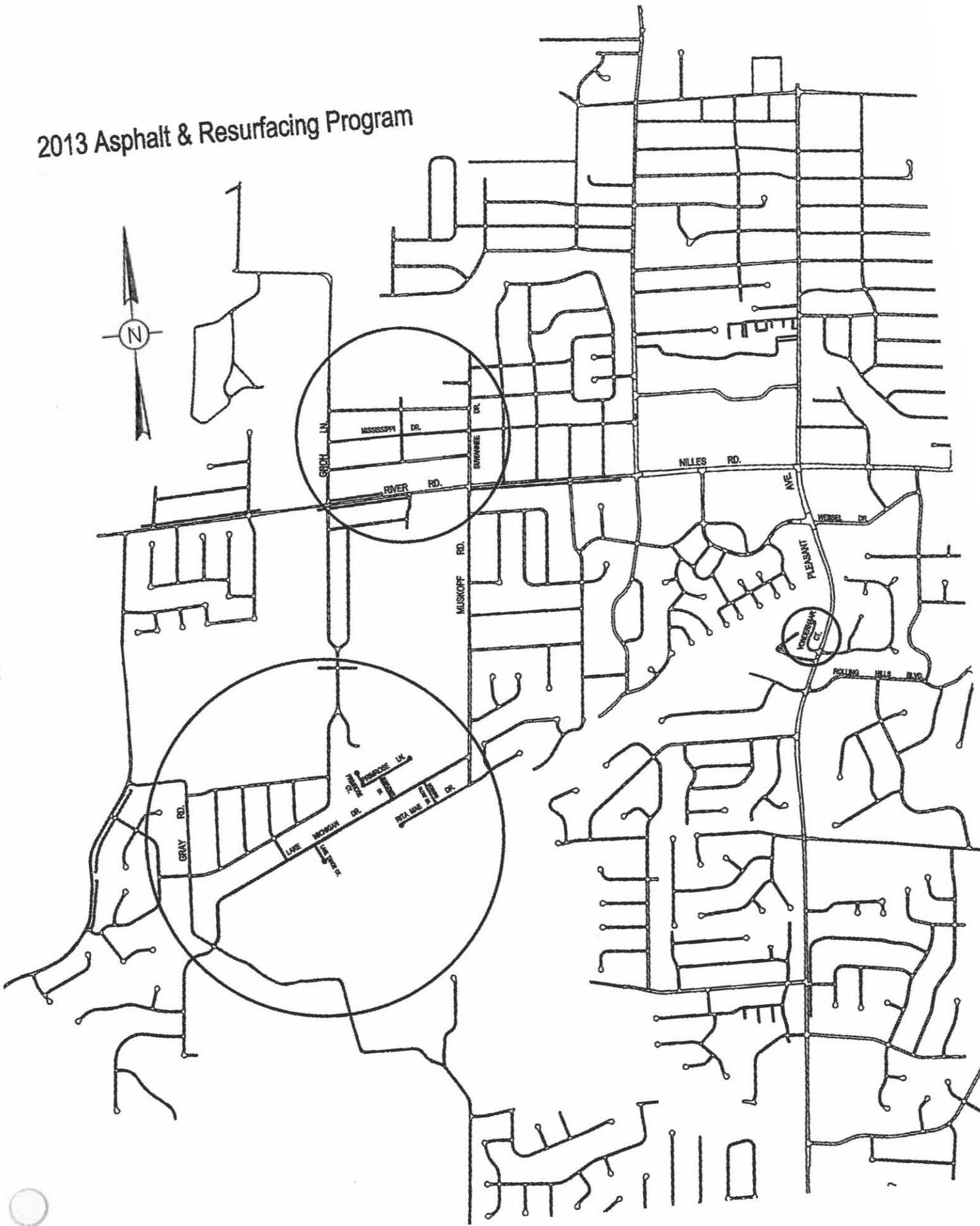
253	*Full Depth Asphalt Repairs	500	Sq. Yds	\$ 54.00	\$ 27,000.00	\$ 35.00	\$ 17,500.00	\$ 38.00	\$ 19,000.00
*Contingency item - to be used as directed by the Engineer									
Total Amount Full Depth Asphalt Repairs Specification #7					\$ 27,000.00		\$ 17,500.00		\$ 19,000.00

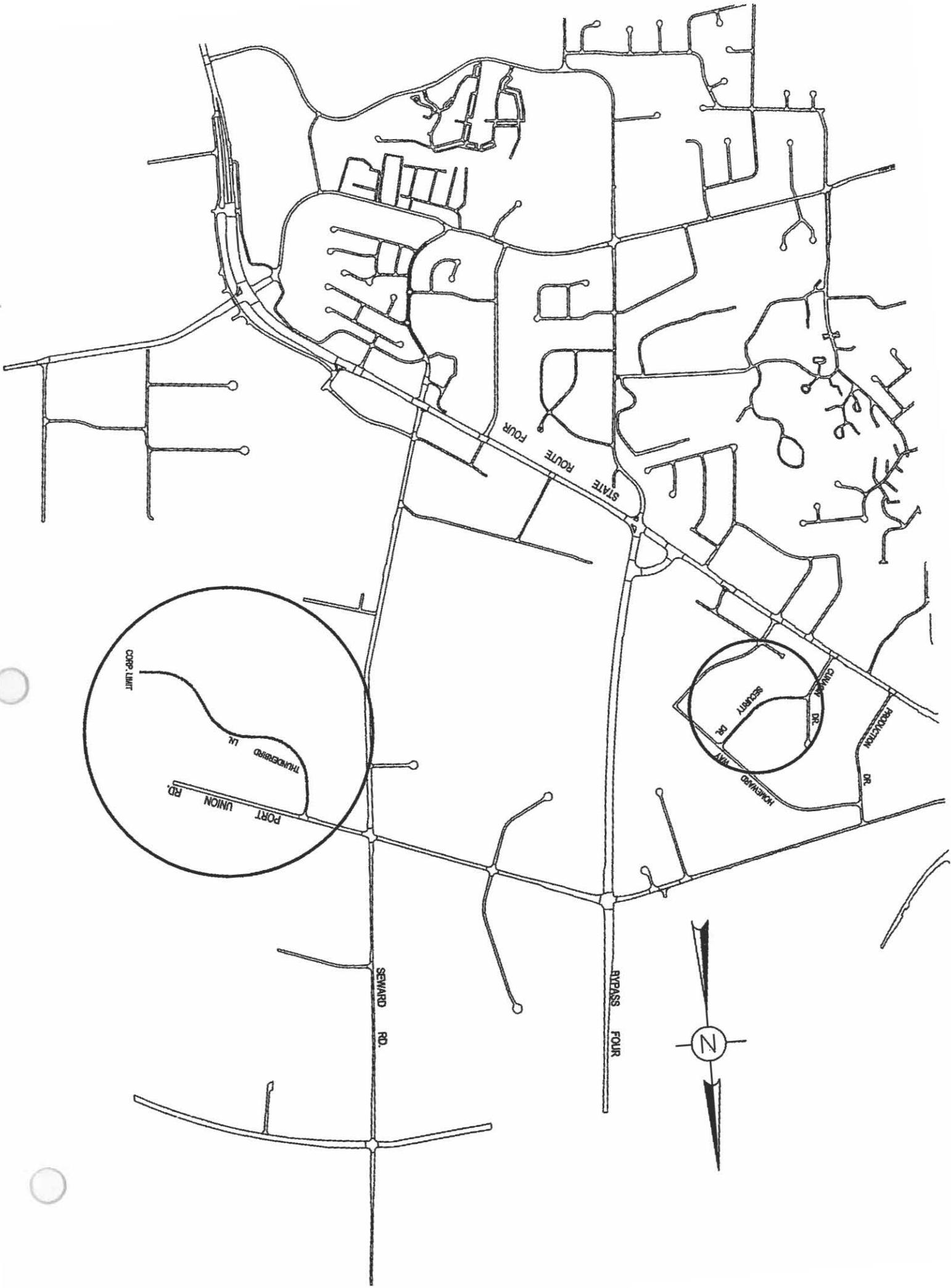
Totals									
Consideration for Material					\$ 419,522.00		\$ 200,000.00		\$ 311,250.00
Consideration for Labor					\$ 139,841.25		\$ 299,382.50		\$ 207,516.25
Total Labor & Material					\$ 559,363.25		\$ 499,382.50		\$ 518,766.25

BASE BID
453,863.25
420,982.50
429,016.25

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.

2013 Asphalt & Resurfacing Program





ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BARRETT PAVING MATERIALS, INC. FOR THE 2013 ASPHALT PAVING AND RESURFACING PROJECT.

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 Barrett Paving Materials, Inc. for the 2013 Asphalt Paving and Resurfacing Project 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. 11/3/13

DATE: 5/13/2013

ITEM:

2013 Storm Sewer Repair – Port Union Road (Between Holden Boulevard and Bypass 4)

FINANCIAL IMPACT:

\$225,000.00 (\$218,000.00 and a contingency of \$7,000.00) from the .2% Capital Improvement Fund.

Funding has been programmed in the 2013-2017 Capital Improvements Program with \$200,000 from PWA 13-301 and \$25,000 from PWA 13-003.

SYNOPSIS:

This project is an emergency repair of approximately 370 feet of 90" diameter corrugated metal pipe. The bottom of the pipe has deteriorated and voids have formed around the pipe which will lead to sinkholes above the pipe and the risk of greater damage to the pipe. This pipe needs to be repaired as quickly as possible and preferably during the dry summer months. Even though this is trenchless technology, a limited duration road closure and detour will be needed to perform the work quickly and safely.

BACKGROUND:

The City solicited bids for lining of the pipe using a partial lining process manufactured by Hydratech called Polyspray. It is desired to complete this repair by utilizing this trenchless method in order to keep cost down and limit disruption to the travelling public. The City did not receive a formal bid for the complete lining process but did receive budgetary estimates of over \$1,000,000. The method bid is to install wire mesh for reinforcement, pour concrete in the channel, and installation of Hydratech Polyspray lining. The Hydratech Polyspray meets ODOT Supplemental Specification 834. This is the same procedure used last year by the City for an emergency repair on South Gilmore Road.

A public bid opening was held on April 29, 2013. Two (2) bids were received, opened and publicly read. The lowest and best bidder was the Advanced Rehabilitation Technology, LLC. The bid results are attached.

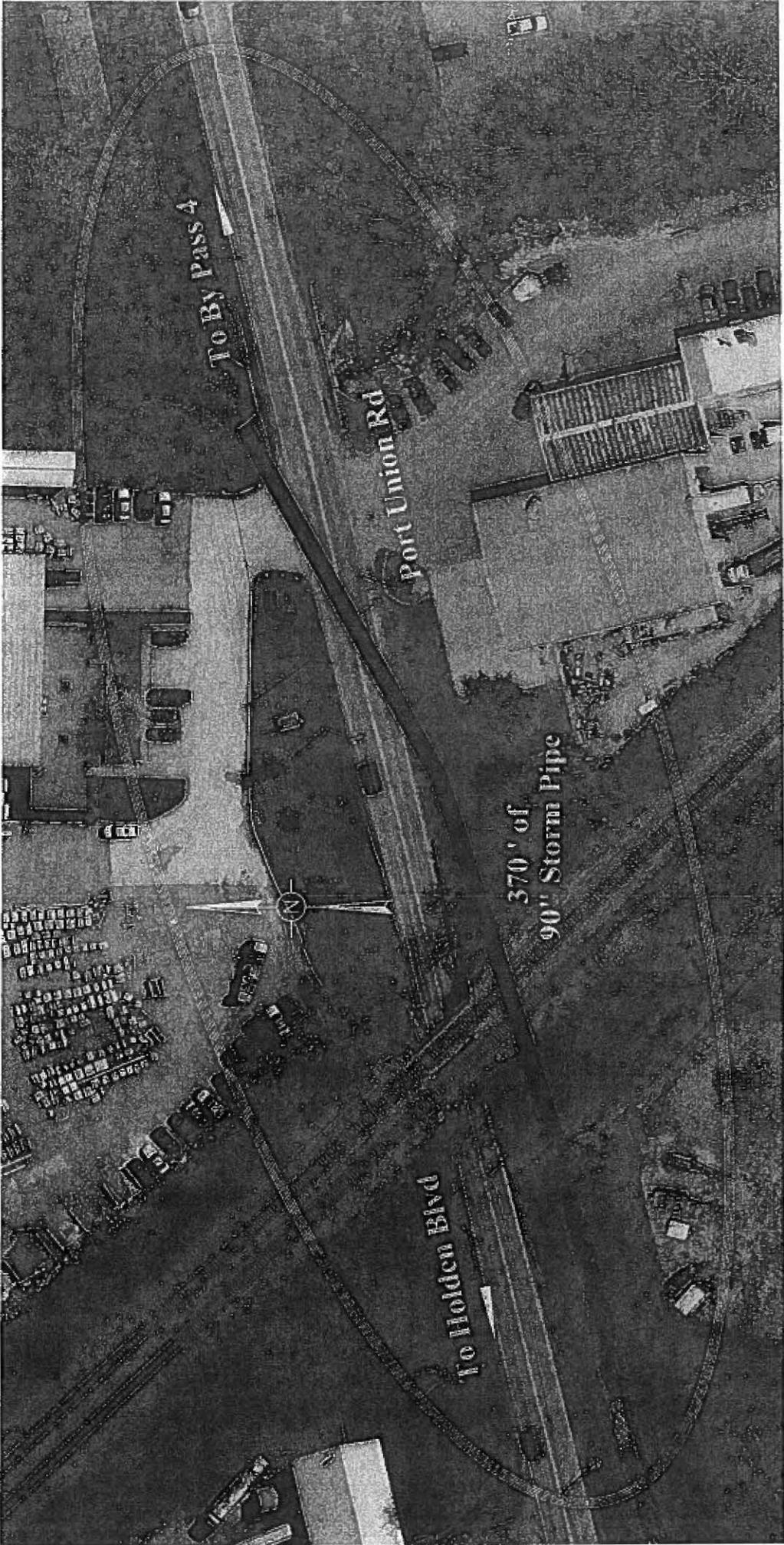
STAFF RECOMMENDATION:

It is recommended that funding be appropriated in the amount of \$225,000.00 (\$218,000.00 and a contingency of \$7,000.00) from the .2% Capital Improvement Fund for the storm sewer repair on Port Union Road. It is also recommended that City Council direct the preparation of legislation authorizing the City Manager to enter into a contract with Advanced Rehabilitation Technology, LLC for this work. In order to complete this project as soon as possible, a suspension of rules and emergency provision is being requested.

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

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

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



**City of Fairfield, Ohio
Bid Opening - Results**

Project(s): Storm Sewer Repair – Port Union Road
Project Estimate: \$200,000.00
Date: Monday April 29, 2013 3:00 p.m.

Contractor (Address)	Base Bid Labor & Material	Addendum(s) Received	Bid Security	Non- Collusion Affidavit	PP Taxes Affidavit
E.B. Miller Contracting, Inc. 1701 Mills Avenue Cincinnati, OH 45212 (513) 531-7030	\$219,500.00	n/a	Yes - Bond	Yes	Yes
A.R.T 01 116 County Road 17 Bryan, OH 43501 (419) 636-2684	\$218,000.00	n/a	Yes - Bond	Yes	Yes

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

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADVANCED REHABILITATION TECHNOLOGY, LLC FOR THE 2013 STORM SEWER REPAIR 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 Advanced Rehabilitation Technology, LLC for the 2013 Storm Sewer Repair 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 this project gets completed during the dry summer months; 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

11 (211)4

2013 DRAINAGE IMPROVEMENTS

MISSISSIPPI DRIVE

CITY OF FAIRFIELD
BUTLER COUNTY, OHIO

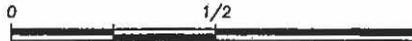
INDEX OF SHEETS

Title Sheet	1
General Notes Sheet	2
Detail and General Summary Sheet	3
Plan Sheets	4-9

PROJECT SITE



LOCATION MAP



SCALE OF MILES

PROJECT DESCRIPTION
Replacement of drywells with curb inlet structures connected by storm pipe. Pavement repair and curb repair as needed. This project will improve the storm water drainage capabilities on Mississippi Drive.

2010 SPECIFICATIONS
The standard specifications of the State of Ohio, Department of Transportation, including changes and supplemental specifications listed in the proposal shall govern this improvement.

Plans Prepared by:

Benjamin Adam Mann
City Engineer

4-8-13
Date



Plans Approved by:

Carol Butler
Public Works Director

4-8-13
Date

STANDARD CONSTRUCTION DRAWINGS	
CB-2.2	01/18/13
BP-5.1	04/20/12
BP-5.1	07/20/09
UT-97.10	07/26/12



CITY OF FAIRFIELD <small>8870 North Glenn Road - Fairfield, Ohio - (615) 847-1300</small>	TITLE SHEET		JOB NO.												
	2013 DRAINAGE IMPROVEMENTS MISSISSIPPI DRIVE FAIRFIELD, OHIO		DATE 03/11/13												
<table border="1"> <thead> <tr><th>NO.</th><th>DATE</th><th>REVISIONS</th><th>BY</th></tr> </thead> <tbody> <tr><td>SCALE</td><td>DESIGN-LAYOUT</td><td>DRAWN</td><td>CHECKED</td></tr> <tr><td>1"=20'</td><td>MMG</td><td>MMG</td><td>BAH</td></tr> </tbody> </table>	NO.	DATE	REVISIONS	BY	SCALE	DESIGN-LAYOUT	DRAWN	CHECKED	1"=20'	MMG	MMG	BAH			SHEET NO. 1/9
NO.	DATE	REVISIONS	BY												
SCALE	DESIGN-LAYOUT	DRAWN	CHECKED												
1"=20'	MMG	MMG	BAH												

CITY OF FAIRFIELD

PROJECT: 2013 Drainage Improvements - Mississippi Drive

ESTIMATE: \$70,000

DATE: April 29, 2013 3:00 p.m.

Langenheim & Thomson Co.
4817 Glenshade Avenue
Cincinnati, OH 45227
513-272-0022

Adleta Construction
P.O. Box 15872
Cincinnati, OH 45215
513-554-1469

Ref. No.	Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates
1	201	Clearing and Grubbing	1	LS	\$ 2,800.00	\$ 2,800.00		\$ 100.00	\$ 100.00	
2	202	Curb and gutter, removed	220	FT	\$ 14.00	\$ 3,080.00		\$ 5.00	\$ 1,100.00	
3	202	Drywell, removed	10	EA	\$ 1,440.00	\$ 14,400.00		\$ 6,200.00	\$ 62,000.00	
4	202	Pipe, removed	62	FT	\$ 7.80	\$ 483.60		\$ 15.00	\$ 930.00	
5	202	Walk removed	288	SF	\$ 2.50	\$ 720.00		\$ 1.00	\$ 288.00	
6	253	Pavement repair, see trench detail	141	SY	\$ 66.00	\$ 9,306.00		\$ 76.00	\$ 10,716.00	
7	SPEC	12" ADS N-12 HP Storm Pipe with LSM backfill	115	FT	\$ 94.00	\$ 10,810.00		\$ 117.94	\$ 13,563.10	
8	604	Drywell	5	EA	\$ 5,718.00	\$ 28,590.00		\$ 10,725.00	\$ 53,625.00	
9	604	Catch basin w/NEENAH R-3501 R grate	3	EA	\$ 1,036.00	\$ 3,108.00		\$ 3,282.00	\$ 9,846.00	
10	607	Construction Fence	640	FT	\$ 5.22	\$ 3,340.80		\$ 2.00	\$ 1,280.00	
11	608	4" side walk (4' wide)	288	SF	\$ 5.50	\$ 1,584.00		\$ 7.00	\$ 2,016.00	
12	609	Concrete curb and gutter	220	FT	\$ 28.00	\$ 6,160.00		\$ 65.00	\$ 14,300.00	
13	614	Maintaining Traffic	1	LS	\$ 1,000.00	\$ 1,000.00		\$ 500.00	\$ 500.00	
14	623	Construction Layout Stakes	1	LS	\$ 400.00	\$ 400.00		\$ 1,500.00	\$ 1,500.00	
15	624	Mobilization	1	LS	\$ 8,600.00	\$ 8,600.00		\$ 2,100.00	\$ 2,100.00	
16	659	Seeding and mulching with 3" shredded topsoil	750	SY	\$ 2.00	\$ 1,500.00		\$ 8.61	\$ 6,457.50	
17	SPEC	Additional Drywell Barrel	0	EA	\$ 1,223.00	\$ -		\$ 3,000.00	\$ -	
		Total				\$ 95,882.40	\$ 125,832.20		\$ 180,321.60	\$ 237,388.87

These bids will be reviewed by the Public Works Department and a recommendation will be made to Council.

Contracts are awarded to the bidder deemed to be the best and the lowest.

There is no guarantee that the contract will be awarded to the lowest bidder.

CITY OF FAIRFIELD

PROJECT: 2013 Drainage Improvements - Mississippi Drive

ESTIMATE: \$70,000

DATE: April 29, 2013 3:00 p.m.

Mt. Pleasant Blacktopping 3199 Production Drive Fairfield, OH 45014 513-874-3777	W.G. Stang LLC 2403 Jacksonburg Rd. Hamilton, OH 45011 513-863-6924
---	--

Ref. No.	Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates
1	201	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000.00		\$ 1,500.00	\$ 1,500.00	
2	202	Curb and gutter, removed	220	FT	\$ 1.00	\$ 220.00		\$ 5.00	\$ 1,100.00	
3	202	Drywell, removed	10	EA	\$ 350.00	\$ 3,500.00		\$ 300.00	\$ 3,000.00	
4	202	Pipe, removed	62	FT	\$ 5.00	\$ 310.00		\$ 10.00	\$ 620.00	
5	202	Walk removed	288	SF	\$ 1.00	\$ 288.00		\$ 1.00	\$ 288.00	
6	253	Pavement repair, see trench detail	141	SY	\$ 65.00	\$ 9,165.00		\$ 60.00	\$ 8,460.00	
7	SPEC	12" ADS N-12 HP Storm Pipe with LSM backfill	115	FT	\$ 85.00	\$ 9,775.00		\$ 60.00	\$ 6,900.00	
8	604	Drywell	5	EA	\$ 6,500.00	\$ 32,500.00		\$ 5,000.00	\$ 25,000.00	
9	604	Catch basin w/NBENAH R-3501 R grate	3	EA	\$ 2,400.00	\$ 7,200.00		\$ 1,750.00	\$ 5,250.00	
10	607	Construction Fence	640	FT	\$ 1.00	\$ 640.00		\$ 1.00	\$ 640.00	
11	608	4" side walk (4' wide)	288	SF	\$ 6.00	\$ 1,728.00		\$ 10.00	\$ 2,880.00	
12	609	Concrete curb and gutter	220	FT	\$ 35.00	\$ 7,700.00		\$ 36.00	\$ 7,920.00	
13	614	Maintaining Traffic	1	LS	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00	\$ 2,500.00	
14	623	Construction Layout Stakes	1	LS	\$ 1,000.00	\$ 1,000.00		\$ 750.00	\$ 750.00	
15	624	Mobilization	1	LS	\$ 1.00	\$ 1.00		\$ 1,500.00	\$ 1,500.00	
16	659	Seeding and mulching with 3" shredded topsoil	750	SY	\$ 5.00	\$ 3,750.00		\$ 6.00	\$ 4,500.00	
17	SPEC	Additional Drywell Barrel	0	EA	\$ 800.00	\$ -		\$ 1,000.00	\$ -	
		Total				\$ 81,277.00	\$ 111,892.00		\$ 72,808.00	\$ 97,558.00

These bids will be re
 Contracts are awarde
 There is no guarante

CITY OF FAIRFIELD

PROJECT: 2013 Drainage Improvements - Mississippi Drive

ESTIMATE: \$70,000

DATE: April 29, 2013 3:00 p.m.

Welsh Excavation Co., Inc.
5780 State Route 128
Cleves, OH 45002
513-353-9014

Ohio Heavy Equipment Leasing
9520 Le Saint Drive
Fairfield, OH 45014
513-965-6600

Ref. No.	Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates
1	201	Clearing and Grubbing	1	LS	\$ 500.00	\$ 500.00		\$ 569.00	\$ 569.00	
2	202	Curb and gutter, removed	220	FT	\$ 1.00	\$ 220.00		\$ 6.20	\$ 1,364.00	
3	202	Drywell, removed	10	EA	\$ 500.00	\$ 5,000.00		\$ 720.40	\$ 7,204.00	
4	202	Pipe, removed	62	FT	\$ 2.00	\$ 124.00		\$ 9.40	\$ 582.80	
5	202	Walk removed	288	SF	\$ 1.00	\$ 288.00		\$ 3.70	\$ 1,065.60	
6	253	Pavement repair, see trench detail	141	SY	\$ 64.00	\$ 9,024.00		\$ 60.20	\$ 8,488.20	
7	SPEC	12" ADS N-12 HP Storm Pipe with LSM backfill	115	FT	\$ 36.00	\$ 4,140.00		\$ 60.90	\$ 7,003.50	
8	604	Drywell	5	EA	\$ 5,900.00	\$ 29,500.00		\$ 4,019.40	\$ 20,097.00	
9	604	Catch basin w/NEENAH R-3501 R grate	3	EA	\$ 2,200.00	\$ 6,600.00		\$ 2,004.80	\$ 6,014.40	
10	607	Construction Fence	640	FT	\$ 2.00	\$ 1,280.00		\$ 3.70	\$ 2,368.00	
11	608	4" side walk (4' wide)	288	SF	\$ 4.50	\$ 1,296.00		\$ 6.10	\$ 1,756.80	
12	609	Concrete curb and gutter	220	FT	\$ 28.00	\$ 6,160.00		\$ 24.60	\$ 5,412.00	
13	614	Maintaining Traffic	1	LS	\$ 1,000.00	\$ 1,000.00		\$ 1,411.00	\$ 1,411.00	
14	623	Construction Layout Stakes	1	LS	\$ 1,250.00	\$ 1,250.00		\$ 2,287.70	\$ 2,287.70	
15	624	Mobilization	1	LS	\$ 3,500.00	\$ 3,500.00		\$ 2,415.00	\$ 2,415.00	
16	659	Seeding and mulching with 3" shredded topsoil	750	SY	\$ 3.75	\$ 2,812.50		\$ 2.60	\$ 1,950.00	
17	SPEC	Additional Drywell Barrel	0	EA	\$ 1,025.00	\$ -			\$ -	
		Total				\$ 72,694.50	\$ 98,518.25		\$ 69,989.00	\$ 94,675.40

These bids will be re
Contracts are awarde
There is no guarantee

CITY OF FAIRFIELD

PROJECT: 2013 Drainage Improvements - Mississippi Drive

ESTIMATE: \$70,000

DATE: April 29, 2013 3:00 p.m.

Stauffer Site Services LLC
4135 Socialville-Foster Rd.
Mason, OH 45040
513-678-9168

AC & E
115 Hosea Ave. PO Box 15861
Cincinnati, OH 45215
513-761-1400

Ref. No.	Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates	Unit Cost Total	Item Cost Total	Grand Total w/ Alternates
1	201	Clearing and Grubbing	1	LS	\$ 100.00	\$ 100.00		\$ 3,000.00	\$ 3,000.00	
2	202	Curb and gutter, removed	220	FT	\$ 6.00	\$ 1,320.00		\$ 15.00	\$ 3,300.00	
3	202	Drywell, removed	10	EA	\$ 1,000.00	\$ 10,000.00		\$ 1,500.00	\$ 15,000.00	
4	202	Pipe, removed	62	FT	\$ 3.00	\$ 186.00		\$ 15.00	\$ 930.00	
5	202	Walk removed	288	SF	\$ 1.50	\$ 432.00		\$ 2.00	\$ 576.00	
6	253	Pavement repair, see trench detail	141	SY	\$ 55.00	\$ 7,755.00		\$ 60.00	\$ 8,460.00	
7	SPEC	12" ADS N-12 HP Storm Pipe with LSM backfill	115	FT	\$ 60.00	\$ 6,900.00		\$ 70.00	\$ 8,050.00	
8	604	Drywell	5	EA	\$ 2,250.00	\$ 11,250.00		\$ 8,000.00	\$ 40,000.00	
9	604	Catch basin w/NEENAH R-3501 R grate	3	EA	\$ 750.00	\$ 2,250.00		\$ 3,000.00	\$ 9,000.00	
10	607	Construction Fence	640	FT	\$ 1.00	\$ 640.00		\$ 2.00	\$ 1,280.00	
11	608	4" side walk (4' wide)	288	SF	\$ 6.00	\$ 1,728.00		\$ 4.00	\$ 1,152.00	
12	609	Concrete curb and gutter	220	FT	\$ 40.00	\$ 8,800.00		\$ 30.00	\$ 6,600.00	
13	614	Maintaining Traffic	1	LS	\$ 2,200.00	\$ 2,200.00		\$ 5,000.00	\$ 5,000.00	
14	623	Construction Layout Stakes	1	LS	\$ 500.00	\$ 500.00		\$ 2,000.00	\$ 2,000.00	
15	624	Mobilization	1	LS	\$ 500.00	\$ 500.00		\$ 1,500.00	\$ 1,500.00	
16	659	Seeding and mulching with 3" shredded topsoil	750	SY	\$ 5.00	\$ 3,750.00		\$ 7.00	\$ 5,250.00	
17	SPEC	Additional Drywell Barrel	0	EA	\$ 1,500.00	\$ -		\$ 2,000.00	\$ -	
		Total				\$ 58,311.00	\$ 77,471.00		\$ 111,098.00	\$ 149,743.00

These bids will be re
Contracts are awarde
There is no guarante

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STAUFFER SITE SERVICES, LLC TO REPLACE EXISTING DRYWELLS ON MISSISSIPPI DRIVE.

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 Stauffer Site Services, LLC to replace existing drywells on Mississippi Drive 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

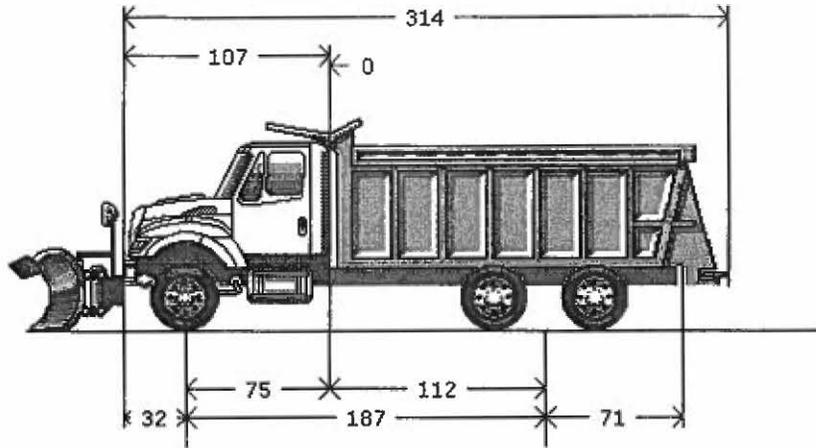
This is to certify that this Ordinance has been duly published by posting and summary publication as provided by Charter.

Clerk of Council

Prepared For:
CITY OF FAIRFIELD
Brian Rose
5350 PLEASANT AVE
FAIRFIELD, OH 45014-
(513)867 - 4209
Reference ID: 023-13

Presented By:
RUSH TRUCK CENTERS
Ron Huckery
11775 HIGHWAY DRIVE
CINCINNATI OH 45241 -
(513)733-8500

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your city fleet needs.



Model Profile
2014 7400 SFA 6X4 (SF525)

APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000 Calc. Geared Speed: 71.0 MPH
DIMENSION:	Wheelbase: 187.00, CA: 112.00, Axle to Frame: 71.00
ENGINE, DIESEL:	{MaxxForce 9} EPA 10, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 HSU2+ (CONTINENTAL) 481 rev/mile, load range L, 20 ply
TIRE, REAR:	(8) 11R22.5 HDC1 (CONTINENTAL) 488 rev/mile, load range H, 16 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam Type 52" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

ENGINE, DIESEL (0012NUW)
ATTACHMENTS: 0012UBB (RADIATOR) 0012VXT (THROTTLE, HAND CONTROL)

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Vehicle Speed:7902	65	MPH
Max Eng Speed w/Veh Spd Fault:7901	2185	N/A
Idle Shutdown Mode:7400	0, DISABLE FEATURE OR FUNCTION	N/A
Idle Shutdown Time:7401	15	MIN
Cruise Min Vehicle Speed:7603	35	MPH
Cruise Max Vehicle Speed:7604	65	MPH
AESC Max Engine Speed:7508	2000	RPM
AESC Ramp Rate:7507	100	RPM/SEC
AESC Max Vehicle Speed:7501	5	MPH
AESC Vehicle Speed Override:7518	0, AFFECTS RPS	N/A
AESC Disable In-Cab Interface:7503	0, NO (OFF) OR DISABLE	N/A
AESC Enable Overrides:7526	1, ENABLE FEATURE OR FUNCTION	N/A
AESC In Cab Control Override:7517	0, AFFECTS RPS	N/A
AESC Park Brake Override:7515	1, NO EFFECT TO RPS	N/A
AESC Brake Override:7514	0, AFFECTS RPS	N/A
AESC Driveline Override:7516	0, AFFECTS RPS	N/A
AESC Driveline Mode:9301	0, NEUTRAL OPERATION	N/A
Remote Pedal - Enable:7504	0, NO (OFF) OR DISABLE	N/A
Remote Pedal - Return To 0 Req:7513	1, RETURN TO ZERO FUNCTIONALITY NOT REQUIRED	N/A
Remote Pedal - Enable Override:7525	1, ENABLE FEATURE OR FUNCTION	N/A
Remote Pedal - Brake Override:7520	0, AFFECTS RPS	N/A
Remote Pedal - VS Kickout En:9102	0, AFFECTS RPS	N/A
Remote Pedal - In-Cab Override:7523	0, AFFECTS RPS	N/A
Remote Pedal - Park Brake Ovr:7521	1, NO EFFECT TO RPS	N/A
Remote Pedal - Driveline OVRD:7522	0, AFFECTS RPS	N/A
Service Interval Indicator:9500	1, ACTIVATE PARAMETER	N/A
Service Interval - Distance:9503	12000	MILES
Service Interval - Run Time:9502	450.0	HOURS
Service Interval - Fuel Used:9501	1500	GALLONS
Customer Password:8700	0000	N/A

These Electronic Parameters have been successfully finalized

<u>Code</u>	<u>Description</u>
SF52500	Base Chassis, Model 7400 SFA 6X4 with 187.00 Wheelbase, 112.00 CA, and 71.00 Axle to Frame.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1MBP	BUMPER, FRONT SPECIAL; Steel, Swept Back, 15 Degree ILO 30 Degree for Use with Front Frame Extensions
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADG	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 18,000-lb Capacity; With Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
	<u>Notes</u> : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4722	DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab

<u>Code</u>	<u>Description</u>
4ETE	<p>BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn</p>
4EVL	<p>BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake</p> <p><u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb. : BRAKE CHAMBERS, SPRING (4) Rear Parking; WITH TRUCK BRAKES: All 6x4, 6x6; WITH TRACTOR BRAKES: 6x4 & 6x6 with Rear Tandem Axles 46,000-lb. or Greater or GVWR of 54,000-lb. or Greater</p>
4NDB	<p>BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake</p> <p><u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.</p>
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power
7BEJ	<p>EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard</p> <p><u>Includes</u> : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish</p>
8000	<p>ELECTRICAL SYSTEM 12-Volt, Standard Equipment</p> <p><u>Includes</u> : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered</p>
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GHE	ALTERNATOR {Leece-Neville BLP2361H} Brushless, 12 Volt 185 Amp. Capacity, Pad Mount, with Remote Voltage Sensor

<u>Code</u>	<u>Description</u>
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MEZ	BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total
8RJV	RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers <u>Includes</u> : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WML	HEADLIGHTS Long Life Halogen; for Two Light System
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12712	OIL FILTER, ENGINE {Hudgins Model 960 Spinner}
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

<u>Code</u>	<u>Description</u>
12NUW	<p>ENGINE, DIESEL {MaxxForce 9} EPA 10, 330 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed</p> <p><u>Includes</u></p> <ul style="list-style-type: none"> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES
12THT	<p>FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed</p> <p><u>Includes</u></p> <ul style="list-style-type: none"> : FAN Nylon
12UBB	<p>RADIATOR Aluminum, Front to Back Cross Flow, Series System; 1663 SqIn Core and 885 SqIn Charge Air Cooler and 470 SqIn Low Temperature Radiator Down Flow</p> <p><u>Includes</u></p> <ul style="list-style-type: none"> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12UXE	FEDERAL EMISSIONS for 2010; MaxxForce-9 & 10 Engines
12VAG	<p>AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control</p> <p><u>Includes</u></p> <ul style="list-style-type: none"> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines
12WTH	<p>BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt; With "Y" Cord From Socket in Standard Location, For a Dealer Installed Oil Pan Heater, With Extended Life Coated Metal/Plastic/Metal Material Oil Pan, for I6</p> <p><u>Includes</u></p> <ul style="list-style-type: none"> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door <p><u>Notes</u></p> <ul style="list-style-type: none"> : MPM material is single sheet composite with two layers of sheet metal sandwiching plastic material. MPM material has electro-deposition prime coat with powder coating for the final finish coat.
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)
13AMB	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Allison or CEEMAT Transmission
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
14803	BUSHINGS, EQUALIZER BEAM Bronze Center Bushings; for Hendrickson Suspension
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.86 <u>Includes</u> : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14UHC	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam Type 52" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings <u>Includes</u> : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor
15SGD	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 100 U.S. Gal., 378.5 L Capacity, 19.0" Tank Depth, Mounted Left Side Under Cab
16030	CAB Conventional
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door

<u>Code</u>	<u>Description</u>
16HBA	GAUGE CLUSTER English With English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust <u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatically Controlled, Power Both Sides, Clearance Lights LED, Bright Finish Heads & Brackets
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Bright, Heated, Left and Right Sides 7.44" Sq
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator <u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WJU	WINDOW, POWER (2) And Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

Code
16WRX

Description
CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic
 : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering
 : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket
 : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors
 : FLOOR COVERING Rubber, Black
 : HEADLINER Soft Padded Cloth
 : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section
 : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door
 : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

16WSK CAB REAR SUSPENSION Air Bag Type

16XWJ WINDSHIELD WIPER BLADES Snow Type

16XXC COWL TRAY LID

27DMY WHEELS, FRONT DISC; 22.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 9.00 DC Rims; With Steel Hubs

Notes

: Aluminum Wheels not Painted or Coated
 : Compatible Tire Sizes: 12R22.5, 295/75R22.5, 295/80R22.5, 315/80R22.5

28DMB WHEELS, REAR DUAL DISC; 22.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

Notes

: Aluminum Wheels not Painted or Coated
 : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5

60AAG BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)

7382135420 (8) TIRE, REAR 11R22.5 HDC1 (CONTINENTAL) 488 rev/mile, load range H, 16 ply

7792545416 (2) TIRE, FRONT 315/80R22.5 HSU2+ (CONTINENTAL) 481 rev/mile, load range L, 20 ply

Cab schematic 100GM

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$126,226.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$126,226.00
ODOT custom extended engine warranty to 84 mo/100,000 mi	\$2,520.00	
Total Preparation And Delivery:		\$2,520.00
Freight	\$2,075.00	
Total Freight:		\$2,075.00
Total Factory List Price Including Freight:		\$130,821.00
Less Customer Allowance:		(\$45,587.00)
Total Vehicle Price:		\$85,234.00
Total Sale Price:		\$85,234.00
Total Per Vehicle Sales Price:		\$85,234.00
Net Sales Price:		\$85,234.00

Priced under ODOT co-op contract #023-13.

Please give me a call with any questions or comments about this proposal. I look forward to working with you to make sure you get the right truck for the job.

Ron Huckery

Office: (513) 733-8500
Mobile: (513) 543-5701

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

ORDINANCE NO. _____

ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RUSH TRUCK CENTERS FOR THE PURCHASE OF TWO (2) TANDEM AXLE DUMP TRUCKS.

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 Rush Truck Centers for the purchase of two (2) tandem axle dump trucks in accordance with the bid on file in the office of the City Manager.

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 13, 2013

Request for appropriation for **contractual** agenda items.

FINANCIAL IMPACT:

\$1,361,968 from noted funding source.

SYNOPSIS:

The following appropriations have been requested to fund the contracts appearing under New Business on Council's meeting agenda dated May 13, 2013:

\$441,500	Replacement of Dystor methane gas storage system for Digester #4 at Wastewater Treatment Plant
\$450,000	2013 Asphalt Paving and Resurfacing Project
\$225,000	2013 Storm Sewer Repair
\$ 75,000	Replacement of existing drywells on Mississippi Drive
\$170,468	Purchase of two tandem axle dump trucks

BACKGROUND:

Please refer to specific Council Communications dated May 13, 2013 for a description of these items.

RECOMMENDATIONS:

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

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

Prepared by: Alissa WilsonApproved for Content by: Alissa WilsonFinancial Review (where applicable) by: Maya HaysLegal Review (where applicable) by: Scott A. ClemmonsAccepted by Council Agenda: Alissa Wilson

ORDINANCE NO. _____

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

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

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

From:	Unappropriated Street Improvement Fund	\$450,000
To:	40116025-252000 Improvements Other Than Building <i>(2013 Asphalt Paving and Resurfacing Project)</i>	\$450,000
From:	Unappropriated Capital Improvement Fund	\$385,234
To:	40216023-233900 Other Professional Services <i>(Storm Sewer Lining Project)</i>	\$225,000
To:	40216025-252500 Drainage Improvements <i>(Drywell Replacement Project)</i>	\$75,000
To:	40216025-253100 Automotive Equipment <i>(Dump Truck for Public Works)</i>	\$85,234
From:	Unappropriated Water Surplus Fund	\$85,234
To:	60516025-253100 Automotive Equipment <i>(Dump Truck for Public Utilities - Water)</i>	\$85,234
From:	Unappropriated Sewer Surplus Fund	\$441,500
To:	62416025-252000 Improvements Other Than Building <i>(Dystor Dome Replacement)</i>	\$441,500

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

Passed _____

Mayor's Approval

Posted _____

First Reading _____ Rules Suspended _____

Second Reading _____

Third Reading _____

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2013\Contractual 5-13 - Ord

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

ITEM:

May 13, 2013

Request for appropriation for **non-contractual** agenda items.

FINANCIAL IMPACT:

\$372,677.00 from noted funding source.

SYNOPSIS:

The following appropriations have been requested:

\$33,000	HP Server and tape drive
\$41,000	Replacement computer workstations
\$19,000	Public Works security system
\$45,000	Mobile data terminals for police cruisers
\$ 7,415	Welder/generator for garage service truck
\$ 7,350	Tandem axle trailer for transporting saw cutting equipment
\$ 8,750	2006 Skyjack used scissor lift for Street Division
\$19,472	Water Plant Facility HVAC upgrades and roof repairs
\$26,425	Justice Center security access upgrades and miscellaneous building repairs
\$31,465	Outfitting of 1-ton truck with crane for Street Division
\$ 2,000	Automated pool cleaning system at Fairfield Aquatic Center
\$ 8,875	Play feature at Fairfield Aquatic Center
\$ 8,800	Manhole rehabilitation materials
\$49,500	Radio read capable metering equipment for Water Division
\$48,565	Corridor landscaping for Winton/South Gilmore Project
\$11,660	Improvements to Village Green Park Amphitheater
\$ 4,400	Wastewater Treatment Plant SCADA Replacement

BACKGROUND:

Please refer to specific Council Communications dated May 13, 2013 for a description of these items.

RECOMMENDATIONS:

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

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

Prepared by: Lisa WilsonApproved for Content by: Lisa WilsonFinancial Review (where applicable) by: Mary HaysLegal Review (where applicable) by: John D. CommonsAccepted by Council Agenda: Lisa Wilson

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

May 13, 2013

ITEM

City Council is requested to authorize the City Manager to enter into agreement with CDW-G and to pass an appropriation in the amount of \$33,000.00 (including 10% contingency), from the Capital Improvement Fund for 2013.

FINANCIAL IMPACT

An appropriation in the amount of \$33,000.00 from the Capital Improvement Fund for project FIN-13-001 (\$8,000), and FIN-13-004 (\$25,000), from the 2013 Capital Improvement Program.

BACKGROUND

To preserve the integrity of the City's electronic data and to ensure secure backups of the data the replacement of aging equipment is necessary. In order to securely maintain a means for data backups of the constantly growing amount of electronic data, to retain according to Ohio Public Records law, and to have ready the data required for the City's disaster recovery plans, an up-to-date server and associated tape library with backup software is required. This proposed HP server and LTO6 tape drive which will meet the City's needs for the present and near future, will be procured under Ohio contract HPWSCAOH - B271640A1067 with CDW-G.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$33,000.00 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

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

Prepared by: Joseph Waldmann *JW*

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

Legal Review (where applicable) by: [Signature]

Accepted by Council Agenda: [Signature]



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DJZP576	6636447	4/10/2013

BILL TO:
 CITY OF FAIRFIELD
 5350 PLEASANT AVE

SHIP TO:
 CITY OF FAIRFIELD
 Attention To: JOSEPH WALDMANN
 5350 PLEASANT AVE

Accounts Payable
 FAIRFIELD , OH 45014-3597

FAIRFIELD , OH 45014-3597
 Contact: JOSEPH
 WALDMANN 513.896.8134

Customer Phone #

Customer P.O. # DJZP576 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
BJ DIETERICH 866.665.7137	UPS Ground (1- 2 day)	NET 30-VERBAL	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2749239	HP SB DL380E GEN8 E5-2440 Mfg#: 686204-S01 Contract: Ohio HP WSCA NASPO B27164 0A1067	4,199.00	4,199.00
2	2743187	HP 300GB 6G SAS 10K RPM SFF Mfg#: 652564-S21 Contract: Ohio HP WSCA NASPO B27164 0A1067	245.00	490.00
11	2744676	HP 600GB 6G SAS 10K SFF Mfg#: 652583-S21 Contract: HP Ohio State Term Schedule 533268-2	504.73	5,552.03
1	2637066	HP GEN8 12.7MM SATA DVD ROM JB KIT Mfg#: 652232-B21 Contract: HP Ohio State Term Schedule 533268-2	83.00	83.00
1	2913072	HPE SB 3YR 24X7X4 COLLAB DL380E Mfg#: U7R06E Contract: Ohio HP WSCA NASPO B27164 0A1067	585.60	585.60
1	2637011	Electronic distribution - NO MEDIA HP GEN8 SMT ARY P222/512MB FBWC CTLR Mfg#: 631667-B21 Contract: Ohio HP WSCA NASPO B27164 0A1067	437.27	437.27
20	2079055	TDK LTO5 ULTRIUM5 1.5TB/3.0TB W/CASE Mfg#: 61857 Contract: MARKET	39.89	797.80
1	402253	TDK LTO123 ULTRIUM123 CLEANING CART Mfg#: 27637 Contract: MARKET	58.84	58.84
1	2897739	HP MSL2024 1 LTO-6 ULT 6250 SAS LIBR Mfg#: C0H20A Contract: Ohio HP WSCA NASPO B27164 0A1067	6,880.00	6,880.00
			SUBTOTAL	19,083.54
			FREIGHT	12.05
			TAX	0.00

US Currency
TOTAL 19,095.59



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DKGH441	6636447	4/16/2013

BILL TO:
 CITY OF FAIRFIELD
 5350 PLEASANT AVE

SHIP TO:
 CITY OF FAIRFIELD
 Attention To: JOSEPH WALDMANN
 5350 PLEASANT AVE

Accounts Payable
 FAIRFIELD, OH 45014-3597

FAIRFIELD, OH 45014-3597
 Contact: JOSEPH
 WALDMANN 513.896.8134

Customer Phone #

Customer P.O. # DKGH441 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
BJ DIETERICH 866.665.7137		DROP SHIP-GROUND	NET 30-VERBAL	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	2965118	GOV CA ARC B/U R16.5 REPL MNT 1Y Mfg#: CABDMCR165W00G4 Contract: MARKET	5,396.47	10,792.94
SUBTOTAL				10,792.94
FREIGHT				0.00
TAX				0.00
TOTAL				10,792.94

US Currency

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

Fax: 312.752.3951

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

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 1 of 8

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

Contractor's Revenue Share. The Contractor agrees to provide a quarterly administrative fee in the form of a Check or EFT payment. The fee will be payable to the Participating Entity in an amount equal to one percent (1%) of the net invoiced sales (net of any returns, credits, or adjustments) under this Addendum for the applicable period. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee/Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

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Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 2 of 8

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report shall be in the format developed by the Lead State and as agreed by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the state contact listed in the Addendum.

Transaction Document(s). Transaction Document(s) do not supersede the Master Pricing Agreement Contract

Transfer of Software. Subject to the use restrictions in Exhibit D, 5. a of the MPA, the Participating Entity reserves the right to transfer software in the event that the entity is abolished or absorbed into another entity.

Elections Law. Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

The Contractor is solely responsible to know the requirements and limitations set forth in the above-referenced Divisions of O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, DAS shall deem the Contractor in breach. As such, DAS may deem the Contract invalid and immediately cancel the Contract. If DAS cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with the above-referenced provisions in O.R.C. Section 3517.13, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by the DAS or other governmental

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 3 of 8

entities placing orders under the Contract. These additional costs include those costs associated with re-awarding the Contract and/or seeking replacement items related to the cancellation of the Contract and/or related purchase orders.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Appropriation Of Funds. The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State may terminate its obligations under this Agreement, by providing written notice of termination, and the State will be released from its obligations on the date funding expires, for undelivered Products and Services. The State, or Purchasing entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for the reason cited above.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end June, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

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Hewlett Packard Company

[hereinafter "Contractor"]

and

Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 4 of 8

Drug Free Workplace. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AEEO.htm>

Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) ~~I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;~~

or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 5 of 8

(2) I have either precertified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Invitation to Bid, (Item D), certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Contractor's Warranty Against An Unresolved Finding For Recovery. Contractor warrants to the knowledge and belief of the individual signing this contract, that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

Travel Expenses. Any travel or living expenses required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior, written approval. All additional travel and living expenses that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with the Office of Budget and Management's Travel Rules in Section 126-1-02 of the Ohio Administrative Code.

Patent, Copyright, Trademark and Trade Secret Indemnification. The following text replaces Section 12, Subsection A, Part 2.

"Allow the Contractor, upon proper authorization from the Ohio Attorney General, to defend or settle the claim; and"

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 6 of 8

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

No Leasing Is Authorized to State Agencies Under this Addendum at this time.

Political subdivisions or educational entities that have the authority may finance their purchase. If financing is through a lease agreement, that agreement is separate from this agreement and between the Contractor and the agency.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Debra Lee
Address: 442 Swan Blvd., Deerfield, IL 60015
Telephone: 847.537.0344
Fax: 847/572-1336
E-mail: debra.lee@hp.com

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett Packard Company

[hereinafter "Contractor"]

and

Ohio Department of Administrative Services

[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 7 of 8

Participating State

Name: W. Thomas Hart
Address: 4200 Surface Road, Columbus, OH 43228-1395
Telephone: 614-466-7955
Fax: 614-644-9152
E-mail: tom.hart@ohio.gov

7. Servicing Subcontractors:

1. HP-authorized subcontractors are eligible to fulfill orders under the WSCA/NASPO PC Contract 2009-2014 entered into by Hewlett-Packard Company and the lead State of Minnesota. HP-authorized subcontractors include distributors and the resellers and service providers listed on the HP/State website at: www.hp.com/buy/wscaili. HP-authorized subcontractors are included in HP's Partner One Reseller and/or Reseller Agent Program.
2. Orders and invoicing for products in Band 1 (Servers), Band 4 (Storage) and "Other Software" may be processed by either HP or an HP-authorized subcontractor.
3. Orders and invoicing for products in Band 2 (PCs), Band 3 (Printers), Band 5 (PDAs), Band 6 (Instructional Bundles) and Band 7 (Monitors) must be handled by HP directly.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 0A1067

8. **Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164**

Between

Hewlett Packard Company
[hereinafter "Contractor"]

and

Ohio Department of Administrative Services
[hereinafter "Participating State"]

Ohio Department of Administrative Services 0A1067

Page 8 of 8

funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

State of Ohio

By: *Angela Quinn / msh*

Name: _____

Title: _____

Date: 09/14/09

Hewlett Packard Company

By: *Debra Lee*

Name: Debra Lee

Title: Contract Manager

Date: 9-3-09

Addendum to Master Price Agreement
Between
Hewlett Packard Company
And

State of Minnesota, Materials Management Division
Representing the Western States Contracting Alliance (WSCA) and
the National Association of State Procurement Officials (NASPO)
Lead State Contract #: B27164 Executed on: July 2, 2009

July 23, 2009

Page 1 of 2

This Master Price Agreement Addendum governs Hewlett Packard Company's (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, resellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub-contractors, resellers, and agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.

SIGNATURE PAGE - NEXT PAGE

Addendum to Master Price Agreement

Between

Hewlett Packard Company

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27164

Executed on: July 2, 2009

July 23, 2009

Page 2 of 2

Acknowledged:

CONTRACTOR: HP

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the contractor as required by applicable articles, by laws, resolutions, or ordinances.

[Signature]
Signature

Contract Negotiator
Title

July 23, 2009
Date

LEAD STATE:

In accordance with state statutes or rules.

Bernadette Kopischke
Signature

Acq. Supvr.
Title

7/29/09
Date



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27164
AMENDMENT NUMBER 2**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Hewlett Packard Company (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27164, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through August 31, 2014.
2. The configuration limit of servers and storage may be increased up to \$500,000 if this limit is approved by the State in their Participating Addendum.
3. The Premium Saving Package "Intent to Participate" document may be eliminated IF participation in the Premium Savings Package is approved by the State in their Participating Addendum.
4. Section 57, is hereby modified to state, "Contractor's involvement with E-Rate will be through Contractor's authorized Reseller Agent SPIN numbers only, utilized for K-12 procuring entities that receive E-Rate funding."

This Amendment is effective beginning on September 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2014 or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.



WSCA/NASPO Contract Administration
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Fax: 651.297.3996
 TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Nancy Lenkowski

Title: Contract Administrator

Date: 6/25/2012

By: _____

Title: _____

Date: _____

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Joe Konec

Title: Acquisition Management Specialist

Date: 7/9/12

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Laura P. Jarnatt

Date: 7/9/2012

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

May 13, 2013

ITEM

City Council is requested to authorize the City Manager to enter into agreement with CDW-G and to pass an appropriation in the amount of \$41,000.00 (including 10% contingency), from the Capital Improvement Fund for 2013.

FINANCIAL IMPACT

An appropriation in the amount of \$41,000.00 from project FIN-13-003, from the 2013 Capital Improvement Program. (\$23,575 from Capital Improvement Fund; \$10,250 from Water Surplus and \$7,175 from Sewer Surplus.)

BACKGROUND

The replacement of computer workstations and related equipment for the city users has been extended to a 5 year rotation schedule. Replacements are necessary to maintain computer hardware compatible with the constantly changing computer software and the needs of the city users. These advancements in both software and the required hardware are inevitable and completely out of the control of individual organizations. The 2013 replacement plan covers most of the city departments, including the Public Utilities department. The computer distribution breakdown is as follows: (10) systems for Water Treatment; (7) systems for Waste Water and (23) systems for the remaining departments throughout the city. The products/services for this appropriation will be purchased under the Ohio State pricing Contract will be procured under Ohio contract HPWSCAOH - B271640A1067 with CDW-G.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$41,000.00 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

LEGISLATIVE ACTIONS:

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

Prepared by:

Financial Review (where applicable) by:

Legal Review (where applicable) by:

Accepted by Council Agenda:

Joseph Waldmann
Mary Hopton
[Signature]
[Signature]



CDWG.com | 800.594.4239

11/C22A

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DKPS241	6636447	4/24/2013

BILL TO:
 CITY OF FAIRFIELD
 5350 PLEASANT AVE

SHIP TO:
 CITY OF FAIRFIELD
 Attention To: LANCE KENNEDY
 5350 PLEASANT AVE

Accounts Payable
 FAIRFIELD , OH 45014-3597

FAIRFIELD , OH 45014-3597
 Contact: LANCE
 KENNEDY 513.658.4821

Customer Phone #

Customer P.O. # LANCE - COMPUTERS,
MONITORS

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
BJ DIETERICH 866.665.7137		FEDEX Ground	NET 30-VERBAL	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
40	2880777	HP SB 8300 I7-3770 500GB 4GB W7P/W8 Mfg#: C9H25UT#ABA Contract: Ohio HP WSCA NASPO B27164 0A1067	809.99	32,399.60
40	2687540	HP SB LV2011 20IN LED LCD MONITOR Mfg#: A3R82A8#ABA Contract: HP Ohio State Term Schedule 533268-2	112.71	4,508.40
			SUBTOTAL	36,908.00
			FREIGHT	0.00
			TAX	0.00

US Currency

TOTAL 36,908.00

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

Fax: 312.752.3951

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

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

May 13, 2013

ITEM

City Council is requested to appropriate the amount of \$19,000.00 from the Capital Improvement Fund for 2013.

FINANCIAL IMPACT

An appropriation in the amount of \$19,000.00 from the Capital Improvement Fund for project FIN-13-001.

BACKGROUND

To enhance the security for the Public Works campus, as well as bringing the aging security system currently in place at this facility to a manageable status, additional cameras and associated equipment have become necessary. These new cameras are consistent with current equipment and will be incorporated into the City's camera server network using multiple vendors, saving the city the cost of purchasing redundant equipment by allowing several departments across the city to utilize common equipment. This project will also offer coverage and security to areas at the Public Works campus that have previously gone unmonitored and unsecured.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$19,000.00 from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

LEGISLATIVE ACTIONS:

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

Prepared by:

Joseph Waldmann

Financial Review (where applicable) by:

Mary Hopton

Legal Review (where applicable) by:

[Signature]

Accepted by Council Agenda:

[Signature]

Digital Visions, LLC
 11711 Princeton Pike
 Suite 321
 Cincinnati, OH 45246
 (513) 671-3660

11(C)(2)A

Estimate

Date	Estimate #
04/23/2013	2125
Exp. Date	
	05/23/2013

Address
 Mr. Brian Rose
 City of Fairfield
 701 Wessel Dr.
 Fairfield, OH 45014

P.O. Number
 Public Works Cam Add Ons

Description	Quantity	Rate	Amount
• Genetec Single Camera License with SMA Add On	11	250.00	2,750.00
• Genetec Single Client License	2	250.00	500.00
• Axis Outdoor Color Day/Night IP Camera with Low Light Imaging. 1080P, 5 Megapixel HD Resolution. To overview lot at locations specified on drawing.	7	1,320.00	9,240.00
• Axis 4 Channel Video Encoder to convert existing cameras from analog to IP.	1	599.00	599.00
• Cisco 8 Port Unmanaged Switch with 4 Ports POE to replace existing 4 Port non-POE Switch in the Sign Shop.	1	199.00	199.00
• Installation of all cameras including cabling. Configuration of cameras into existing Genetec System.	1	3,600.00	3,600.00

All estimates are valid for 30 days from the date issued.

Total \$16,888.00

Accepted By

Accepted Date

Digital Visions, LLC

dfager@digitalvisionsllc.com

(513) 671-3660

Number AAAQ2713-0

PO Box 43413
Cincinnati, Ohio 45243
Phone: 513-761-3343 Fax: 866-871-7989

Bill To

City of Fairfield
Joseph Waldmann
5350 Pleasant Ave.
Fairfield, OH 45014
United States

Phone (513) 827-4710
Fax

Your Sales Rep

Melissa Olivia
513-761-3343 ext 114

P.O. Number

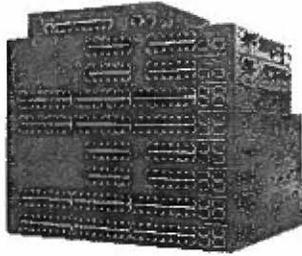
Terms

Ship Via

Terms

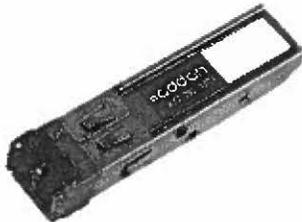
Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

2	Cisco Catalyst 3560-8PC Managed Ethernet Switch with PoE - 8 x 10/100Base-TX, 1 x 10/100/1000Base-T	\$930.00	\$1,860.00
---	---	----------	------------



The Cisco Catalyst 3560-8PC is a line of fixed-configuration, enterprise-class switch, include IEEE 802.3af and Cisco pre-standard Power over Ethernet (PoE) functionality in Fast Ethernet and Gigabit Ethernet configurations. Ideal access layer switch for small enterprise LAN access or branch-office environments. Combining both 10/100/1000 and PoE configurations for maximum productivity and investment protection, 3560-8PC help you deploy new applications such as IP telephony, wireless access, video surveillance, building management systems, and remote video kiosks.

2	AddOn - Network Upgrades Cisco GLC-SX-MM Compatible 1-Port 1000Base-SX SFP - 1 x 1000Base-SX	\$48.00	\$96.00
---	--	---------	---------



Ciscos 1-Port 1000Base-SX SFP Transceiver Module is 100% compliant for all of our networking product lines. ACP 1-Port 1000Base-SX SFP Transceiver Module is factory loaded with OEM specific configuration data required for networking compliance. This transceiver initialize and perform identically to the OEM transceivers and can be mixed and deployed with other OEM or 3rd party transceivers, for seamless network performance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

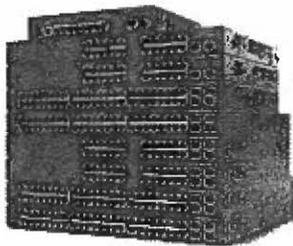
Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

2	Cisco SMARTnet - 1 Year Extended Service - 8 x 5 Next Business Day - Maintenance	\$60.00	\$120.00
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Optional (Not Included in Total)

2	Cisco Catalyst 3560-8PC Ethernet Switch - 1 x SFP - 8 x 10/100Base-TX, 1 x 10/100/1000Base-T (Refurbished) (Optional)	\$562.00	\$1,124.00
---	---	----------	------------



The Cisco Catalyst 3560-8PC is a fixed-configuration, enterprise-class switch that includes IEEE 802.3af and Cisco prestandard Power over Ethernet (PoE) functionality in Fast Ethernet and Gigabit Ethernet configurations. The Cisco Catalyst 3560-8PC is an ideal access layer switch for small enterprise LAN access or branch-office environments, combining both 10/100/1000 and PoE configurations for maximum productivity and investment protection while enabling the deployment of new applications such as IP telephony, wireless access, video surveillance, building management systems, and remote video kiosks. Customers can deploy networkwide intelligent services-such as advanced quality of service (QoS), rate limiting, access control lists (ACLs), multicast management, and high-performance IP routing-while maintaining the simplicity of traditional LAN switching.

SubTotal	\$2,076.00
Tax	\$0.00
Shipping	\$0.00
Total	\$2,076.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

CITY OF FAIRFIELD, OHIO
CITY COUNCIL COMMUNICATION

May 13, 2012

ITEM

A request to have City Council authorize the City Manager to enter into an agreement with MoblieTek and pass as appropriation in the amount of \$45,000 (including 10% contingency), from the Capital Improvement Fund for 2013.

FINANCIAL IMPACT

An appropriation in the amount of \$45,000.00, (\$36,000 for MDT's plus \$9,000 for installation), from the Capital Improvement Fund for project FIN-13-007.

BACKGROUND

This project is for the computers, associated equipment and labor for installation of multiple vendors to upgrade the mobile data terminals in approximately one half of the Police cruisers. This is due to obsolete computer systems currently out of warrantee serviceability. Panasonic Toughbooks procured from MobileTEK under Ohio State Contract #534242 will replace the aged Data911 terminals in the remaining half of the Police cruisers (the initial half was fitted with these units in 2012.) The installation of these new systems will be performed by Camps; the vendor currently fitting most of the city's public safety vehicles with aftermarket equipment.

STAFF RECOMMENDATION

It recommended City Council authorize and direct the preparation of legislation for the appropriation of \$45,000.00, from the Capital Improvement Fund and suspend the rules requiring the second and third reading.

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

Prepared by:

Joseph Waldmann

Financial Review (where applicable) by:

Mary Hopton

Legal Review (where applicable) by:

John A. Clemmons

Accepted by Council Agenda:

Alisa Wilson



Eric Wade	P 888-809-5474
Sales Representative	F 855-593-7262
1775 Mentor Ave	C 740-412-2104
Suite 405	E ewade@mobile-tek.com
Cincinnati, OH 45212	W www.mobile-tek.com

11 (C) (2) A

Date: January 30, 2013
 To: Stephen Collins, City of Fairfield
 From: Eric Wade
 Re: Panasonic Toughbook Quote Proposal

MobileTEK, Consulting, LLC appreciates the opportunity to propose a preliminary ruggedized computing solution for you. Enclosed is the quote you requested. Please note if interested, MobileTEK can also provide a lease analysis for the equipment listed in this proposal. If you should have any questions or wish any modifications be made to this quote, please don't hesitate to call me.

Ruggedized Computing Proposal
Valid Until 3/31

Panasonic Toughbook CF 53 – Semi Ruggedized Laptop	<u>Unit Price</u>	<u>Total Price: 11</u>
Intel Core i5-3320M 2.60GHz	\$2,448	\$26,928
<u>14 Inch HD Touch Screen</u>		
6 gigabytes memory		
500 gigabyte hard drive		
Integrated Bluetooth		
<u>Emissive Backlit Keyboard</u>		
Windows 7 Professional Operating System		
6 LBS		
3 Year Parts and Labor Limited Manufacturers Warranty		
 <u>Docking Solutions</u>	 <u>Unit Price</u>	 <u>Total Price: 10</u>
Havis Universal Laptop Docking Station	\$272	\$2,720
With External DC Power Supply		



Eric Wade
Sales Representative
1775 Mentor Ave
Suite 405
Cincinnati, OH 45212

P 888-809-5474
F 855-593-7262
C 740-412-2104
E ewade@mobile-tek.com
W www.mobile-tek.com

Mounting Solutions

2004-11 Crown Victoria

Sidewinder Plate for Crown Victoria
8 Inch Adjustable, Telescopic Pole
Cobra Swing Arm
Tilt Lazy Susan Mount

Unit Price

\$338

Total Price:7

\$2,366

1997-2013 Ford Expedition

Sidewinder Plate for Crown Victoria
8 Inch Adjustable, Telescopic Pole
Cobra Swing Arm
Tilt Lazy Susan Mount

Unit Price

\$356

Total Price:3

\$1,068

Total Price

\$33,082

Camp SAFETY EQUIPMENT Inc.

- Installation
- Service
- Sales

Public Safety Vehicle Equipment

8216 Blue Ash Road.
 Phone: 513-984-4658
 E-MAIL: tcamp@campssafety.com
 Web: www.campssafety.com

Toll Free: 888-273-7233

Cincinnati, Ohio 45236-1942
 Fax: 513-984-4673

QUOTATION

To: CITY OF FAIRFIELD POLICE DEPARTMENT
 : MR. STEPHEN COLLINS I T DEPARTMENT
 : 5230 PLEASANT AVE
 : FAIRFIELD, OHIO

DATE: 1/16/2012
 UPDATED: 4/23/2014
 SALESPERSON: Tom Camp

PHONE # 513-896-8227
 FAX#
 E-MAIL

QUOTE # FFCITYPD51A
 TERMS: 30 DAYS NET
 P.O. NUMBER

TYPE VEHICLE:

QNTY	DESCRIPTION	PRICE	AMOUNT
10	LABOR TO REMOVE COMPLETE DATA-911 COMPUTER SYSTEM WITH GLOVE BOX MOUNTED HARDWARE FROM PATROL VEHICLE @ C.S.E. 1.5 hrs	\$168.75	\$1,687.50
10	LABOR TO INSTALL NEW HAVIS COMPUTER MOUNT PACKAGE FOR PAN-CF-53 LAPTOP AND WIRE INTO VEHICLES 12v SYSTEM @ C.S.E. 3 hrs	\$202.50	\$2,025.00
10	INSTALLATION MATERIAL	\$20.00	\$200.00
10	AOI PASSENGER SIDE AIRBAG DISABLE SWITCH -	\$332.50	\$3,325.00
GRAND TOTAL			\$7,237.50

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

BY _____

ACCEPTED _____

DATE _____

Insight Public Sector, Inc.

STATE TERM SCHEDULE
STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

Index No: STS033
OAKS Contract ID: 534242
Category: Hardware/Software
Rev Date: 04/22/2013

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 534242 (6/30/2011) Extended through 6/30/2015

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

P.O.'s To:

0000085744
Insight Public Sector, Inc.
375 N. Front St
Suite 300
Columbus, OH 43215

Invoices From:

0000085744
Insight Public Sector, Inc.
6820 S. Hari Ave
Tempe, AZ 85283

Remit To:

0000085744
Insight Public Sector, Inc.
PO Box 731072
Dallas, TX 75373-1072

Contractor's Contact:

Mr. Mark Woods Telephone: 614 456 2177 Email: mark.woods@insight.com

Delivery:

F.O.B. Destination

Terms:

Net 30 Days

UNSPSC CODES:

All purchase orders placed against this contract shall list the following UNSPSC Codes for the respective items.

- 43230000 - Software
- 81112200 - Software maintenance and support
- 43210000 - Computer Equipment and Accessories
- 81111812 - Computer hardware maintenance or support

EFFECTIVE DATE:

This contract is effective from 2/10/2010 through 6/30/2015, unless extended. Use the contractor's contact information above to obtain information, approved literature, and certification letter.

APPROVED PRODUCTS/SERVICES:

Only those vendors, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased from this contract. The terms and conditions of this contract may not be modified by any ordering document issued under it.

Last Addendum: 179

Dealers

**MBE Participation
Dealer Name & Address**

0000054282
Proteam Solutions, Inc
2740 Airport Drive, Suite 120
Columbus, OH 43219

OAKS Contract ID
534242-7

Dealer Invoice From
Same

Dealer's Contact:

Name

Mr. Keith Stevens 614 454 6488 X 323 (614) 536-0019 kstevens@proteam-solutions.com

Dealer Name & Address

No PO to Dealer
MobileTEK Consulting
1776 Mentor Ave
Mail Stop 223
Cincinnati, OH 45212

OAKS Contract ID

Dealer Invoice From

Dealer's Contact:

Name

Mr. Howard Mandel 513.731.6800 513.351.0610 hmandel@mobile-tek.com



MATHESON
ask...The Gas Professionals™

SHIPPING PAPER

7583380628

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SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT
CALL CHEMTREC - DAY OR NIGHT
800-424-9300

For calls originating outside the Continental U.S.:
202-483-7616 - Washington, DC, Collect
ALL CALLS ARE RECORDED

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

S CITY OF FAIRFIELD ST 89114 **S** MATHESON TRI-GAS DBA VALLEY
H TINA WILLIAMS **S** 2881 TYLERSVILLE RD
I 5350 PLEASANT AVE **S** HAMILTON OH 45015
P FAIRFIELD OH 45014 **S** 513-863-3946
T **O** **B**
O **Y**

QTE 17-APR-13 10:59AM dstout 513-867-4235 Ship Date: 04/17/13 -NONE- CW

ORDER NO.	DATE	CUST. NO.	CUSTOMER NAME	CUSTOMER ORDER NO.	TERR.	SALES	SHIP VIA	UPS	SHIP CODE	COLL	PPD	P/
06170111-00	04/17/13	CJ718	CITY OF FAIRFIELD ST 89	QUOTE	M56	D48	WILL CALL	0	00			X

QTY SHIPPED	UOM	H	M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	LOC	QTY ORDERED	QTY BKORD	BIN LOC	WT	UNIT AMOUNT	EXTENDED AMOUNT
<p>We reserve the right, in our sole and exclusive discretion, to refuse to sell our products to anyone for any reason.</p> <p>***** QUOTE ***** Quote Expiration Date: 05/17/13 Hardgood P/O: QUOTE</p>													
1	EA			LINCOLN RANGER GXT W/ ELEC. FUEL PUMP *** Serial Numbers Required *** MFG PART #:K2382-4	1	LIN K23824	M56	1	0			3754.0000	3754.0
1	EA			LINCOLN REMOTE CONTROL KIT 100' MFG PART #:K857-1	2	LIN K8571	M56	1	0			327.0000	327.0
250	FT			WELD CABLE 1/0AWG MFG PART #:CAB1/0-250	3	OKI 1/0-250	M56	250				2.8900	722.5
1	EA			MS ELECTRODE HOLDER 300 AMP PA732-MS MFG PART #:998-PA732-MS	4	MSY PA732MS	M56	1	0			24.9500	24.9
1	EA			PEARSON 300 AMP COPPER GROUND CLAMP 300 AMP, PEARSON MFG PART #:909-PGC-300	5	PEA PGC300	M56	1				23.9500	23.9
6	SET			MS CONNECTOR 1-MBP SET 1MBP-MS MFG PART #:998-1MBP-MS	6	MSY 1MBPMS	M56	6	0			11.7500	70.5
1	EA			Misc Welding Accessories	7	REN MISC	M56	1				1538.8600	1538.8
1	EA			LINCOLN POWER MIG 140C *** Serial Numbers Required *** MFG PART #:K2471-2	8	LIN K24712	M56	1	0			714.0000	714.0
1	EA			LINCOLN MAG-100SG SPOOL GUN MFG PART #:K2532-1	9	LIN K25321	M56	1	0			239.0000	239.0
<p>FOR CREDIT SEE C# 67037 C# 67038 & C# 67039</p>													

NOTE	<input type="checkbox"/> CARRIERS VEHICLE PLACARDED ACCORDING TO EXISTING REGULATIONS	CASH RECEIVED
	TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT	
RECEIVED - FOR SELLER	ACCEPTED - FOR ABOVE VENDEE	

ORDER #

CUSTOMER #

To certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.
PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

ALL SALES ARE SUBJECT TO EITHER THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF OR SUCH OTHER TERMS AND CONDITIONS AS THE PARTIES HERETO MAY HAVE PREVIOUSLY AGREED TO IN A SIGNED WRITTEN CONTRACT. NO TERMS AND CONDITIONS CAN BE MODIFIED EXCEPT BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BUYER.

ORIGINAL COPY



SHIPPING PAPER

7583381892

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 SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT
CALL CHEMTREC - DAY OR NIGHT
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For calls originating outside the Continental U.S.:
 202-483-7616 - Washington, DC, Collect
 ALL CALLS ARE RECORDED

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

S CITY OF FAIRFIELD ST 89114
H TINA WILLIAMS
I 5350 PLEASANT AVE
P FAIRFIELD OH 45014
T
O

S MATHESON TRI-GAS DBA VALLEY
O 2881 TYLERSVILLE RD
L HAMILTON OH 45015
D 513-863-3946
B
Y

QTE 17-APR-13 10:59AM dstout 513-867-4235 Ship Date: 04/17/13 -NONE- C

ORDER NO.	DATE	CUST. NO.	CUSTOMER NAME	CUSTOMER ORDER NO.	TERR.	SALES	SHIP VIA	UPS	SHIP CODE	COLL	PPD	P.
06170111-00	04/17/13	CJ718	CITY OF FAIRFIELD ST 89	QUOTE	M56	D48	WILL CALL	0	00			X

QTY SHIPPED	UOM	H M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	LOC	QTY ORDERED	QTY BKORD	BIN LOC	WT	UNIT AMOUNT	EXTENDED AMOUNT
<p>We reserve the right, in our sole and exclusive discretion, to refuse to sell our products to anyone for any reason.</p> <p>***** QUOTE ***** Quote Expiration Date: 05/17/13 Hardgood P/O:QUOTE</p>												
											Subtotal	7414.7
											Tax	.
											Total Sale	7414.7

NOTE CARRIERS VEHICLE PLACARDED ACCORDING TO EXISTING REGULATIONS

CASH RECEIVED \$

TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT

RECEIVED - FOR SELLER ACCEPTED - FOR ABOVE VENDEE

ORDER #

CUSTOMER #

to certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are per condition for transportation according to the applicable regulations of the Department of Transportation.
 PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

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11/02/13

Dunn Industrial Services

Quotation

PO BOX 131
4924 CINCINNATI-BROOKVILLE RD.
SHANDON, OHIO 45063

Date: 3/17/13
Quote # 2379
Customer ID: CFF001

Bill To: City of Fairfield
8870 North Gilmore Rd.
Fairfield, OH 45014
Phone: 867-4227
Fax: 867-4206
Contact: Ken Bulach

Ship to: City of Fairfield
8870 North Gilmore Rd.
Fairfield, OH 45014
Phone: 867-4227
Fax: 867-4206
Contact: Ken Bulach

Job	PO #	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Steel		Customer p/u	COD	4 weeks	COD	Delivery

Quantity	Item	Description	Cost	Line Total
1	Saw Traielr	:5' x 14' Steel saw trailer	\$ 7,350.00	\$ 7,350.00
		:Tandem 3500# Torflex axles w/ electric brakes		
		:10" "C" channel ramps		
		:Primed and painted Black		
		:front jack, safety chains, 2 5/16" coupler		
		:Saw blade cabinet		
		:Stainless Steel 300 Gallon water tank		
		:Breakaway kit		
		:Whitespoke wheels		
		:7 pole electric connector		
		:Tie down bar for saw		
1	Deposit (50%)	:Deposit with issue of po		\$ 3,675.00
			After deposit	\$ 3,675.00
			Due on delivery	\$ 3,675.00

Dunn Industrial Services

Division of Custom Built Trailers
PO Box 131
Shandon, Ohio 45063
513-738-4999 phone
513-738-4909 fax



Customer Number : 1256949
Quote Date : 4/15/13

Job Location: 8870 NORTH GILMORE
Job Number : 1
P.O. Number : TBD
Ordered By : BRIAN ROSE
Written By : UR210BH
Salesperson : 4499

Job S1

CITY OF FAIRFIELD PUBLIC WORKS
8870 N GILMORE RD
FAIRFIELD, OH 45014-2107

Office: 513-867-5358 Cell: 513-867-4209

Customer

CITY OF FAIRFIELD
FAIRFIELD MUNICIPAL BLDG
5350 PLEASANT AVE
FAIRFIELD, OH 45014

Qty	Equipment #	Price	Amount						
1	839990 CC: 300-2999 SCISSOR 30'-35' ELEC 46-48 * Make: SKYJACK Model: SJIII4632 Serial #: 715608 Model Year: 06 HR OUT: 310.200 UNITED RENTALS AGREES TO SELL THIS UNIT IN RENT-READY CONDITION. UNITED RENTALS ALSO AGREES TO PERFORM PM SERVICE AND AN ANNUAL INSPECTION BEFORE FINAL DELIVERY. THIS PRICE INCLUDES A FULL 30-DAY WARRANTY. THIS ORDER IS SUBJECT TO CUSTOMERS FINAL VISUAL AND MECHANICAL INSPECTION.	8750.00	8750.00						
Sub-total:			8750.00						
Estimated Total:			8750.00						
<p style="text-align: center;">UNITED QUARD FULL WARRANTY PROGRAM</p> <table style="width: 100%;"> <tr> <td>6 MTHS / 800 HRS</td> <td style="text-align: right;">\$525.00</td> </tr> <tr> <td>12 MTHS / 1600 HRS</td> <td style="text-align: right;">\$875.00</td> </tr> <tr> <td>24 MTHS / 3200 HRS</td> <td style="text-align: right;">\$1,400.00</td> </tr> </table>				6 MTHS / 800 HRS	\$525.00	12 MTHS / 1600 HRS	\$875.00	24 MTHS / 3200 HRS	\$1,400.00
6 MTHS / 800 HRS	\$525.00								
12 MTHS / 1600 HRS	\$875.00								
24 MTHS / 3200 HRS	\$1,400.00								

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

Ken Bulach

From: Bill Frost <bill.frost@volvorents.com>
Sent: Wednesday, April 24, 2013 2:50 PM
To: Ken Bulach
Subject: Fwd: Scissor lift quote

----- Forwarded message -----

From: **Bill Frost** <bill.frost@volvorents.com>
Date: Wed, Apr 24, 2013 at 2:48 PM
Subject: Scissor lift quote
To: kbulach@fairfield.city.org, [chris young <chris.young@volvorents.com>](mailto:chris.young@volvorents.com)

I wanted to thank you for giving us the opportunity to quote the 32' electric scissor lift. We have a nice unit here that is a 2002 Genie 3246 with 636 hours that is price at \$7,950. The unit is currently at our store if you would like to take a look at the machine. Thanks for your interest in Volvo Rents. We look forward to hearing from you soon.

Thanks,

--
Bill Frost
Branch Manager

Volvo Rents (805)
4764 Ashley Drive
Hamilton, Oh. 45011
Office: [513.870.0088](tel:513.870.0088) / Mobile: [513.383.3459](tel:513.383.3459) / Fax: [513.870.9832](tel:513.870.9832)
Email: bill.frost@volvorents.com

--
Bill Frost
Branch Manager

Volvo Rents (805)
4764 Ashley Drive
Hamilton, Oh. 45011
Office: [513.870.0088](tel:513.870.0088) / Mobile: [513.383.3459](tel:513.383.3459) / Fax: [513.870.9832](tel:513.870.9832)
Email: bill.frost@volvorents.com

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: May 13, 2013

Water Plant Facility HVAC upgrades and roof repairs.

FINANCIAL IMPACT:

\$19,472 (\$11,459 HVAC unit, \$1,513 electrical + \$4000 roof repairs + \$2,500 for contingency) from the Water Surplus Fund.

SYNOPSIS:

This request is for the HVAC installation, ductwork modifications, and electrical modifications for the unit serving the Water Plant lab area and repair of numerous roof leaks.

BACKGROUND:

This request is for the HVAC installation, ductwork modifications, and electrical modifications to the Water Plant lab area along with numerous roof repairs due to water damage. The HVAC system currently serving this area is under sized and does not handle the load during extreme summer conditions. This project will split the current HVAC system into two systems allowing for better control and comfort. Cincinnati Air Conditioning was chosen for this project due to their familiarity with the previous projects in the lab area and due to their specialized engineering skills and aptitude.

These repairs are listed in the CIP as # FAC-13-402, Water Plant Repairs and Upgrades (\$50,000)

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$19,472 from the Water Surplus Fund for the HVAC installation, ductwork modifications, electrical modifications, and roof repairs to the Water Plant.

Rules suspension is being requested to facilitate the work before the hot summer months.

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:

Ben Aron

Approved for Content by:

Carol Bartsch

Financial Review (where applicable):

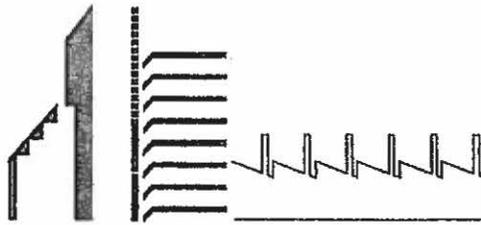
Mary Hays

Legal Review (where applicable):

Scott Clemmons

Accepted for Council Agenda:

Heather Walker



The Cincinnati Air Conditioning Co.

Air Conditioning • Process Piping • Commercial Refrigeration • Heating
Since 1938

May 1, 2013

City of Fairfield
5350 Pleasant Avenue
Cincinnati, Ohio 45014

Attn: Brian Rose

Re: Water Treatment Plant – 1st Floor Lab HVAC

Dear Sir,

Recently we investigated the heating, ventilating and air conditioning system that serves the laboratory of the Fairfield water treatment plant to determine a cause of high temperatures and uneven temperatures. We discovered that a newer (3 years) 5-ton cooling rooftop unit has replaced the original 7.5 ton cooling unit that was installed in 1998. This downsizing of equipment combined with the expansion to other spaces not previously conditioned by this system has severely overloaded the 5-ton unit. We recommend the following change:

Install a 3-ton cooling/95% efficient, 2-stage gas heating, 80,000 BTUH, horizontal furnace in boiler room. Extend new supply and return ductwork, insulated externally, to existing ductwork for first floor Laboratory and Lobby. Install Honeywell "Vision Pro" setback thermostat. Condensing unit is to be set on existing steelwork on roof. All equipment is to be manufactured by York.

We also include the following:

1. AutoCAD drawings stamped by our Ohio State registered professional engineer
2. PVC flue and combustion air piping
3. Refrigerant piping
4. Condensate drain
5. Control wiring
6. One year labor/parts warranty
7. Air balance
8. City of Fairfield mechanical permit

City of Fairfield
May 1, 2013

Page Two

We do not include any power wiring or disconnects.

The total installed cost for the above described work is **\$11,459.00 (Eleven thousand, Four Hundred, Fifty-Nine Dollars)**.

Please call if you have any questions.

Sincerely,
The Cincinnati Air Conditioning Company



Mark Radtke
President

MR/ej



1250 N. Century Circle Cincinnati Ohio 45246

QUOTATION

April 30, 2013

Ohio License # 27174

TO: Brian Rose

KY # ME 14086

KY # CE 12905

RE: A/C @ Water Works Electrical Work

Labor and materials to install wiring for a maximum 30 Amp 3 phase 480 volt rooftop A/C compressor unit and a 20 Amp 120 volt Air Handler inside as reviewed with Brian Rose.

Total installed cost: _____ \$1,513.00

Terms: Net 10 days after receipt of Invoice.

Thank you,

Greg Schon

Phone: 513.772.0502

Cell: 200-1460

Fax: 513.772.7888

E-mail: gschon@schonindustrial.com

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

ITEM:

DATE: May13, 2013

Justice Center Security Access Upgrades and miscellaneous building repairs

FINANCIAL IMPACT:

\$26,425 (\$21,425 + \$5000 for contingency and miscellaneous building repairs) from the Capital Improvement Fund.

SYNOPSIS:

This project is primarily for the upgrade of the Justice Center card access system but will also include up to \$5,000 for miscellaneous building repairs.. This project will upgrade the current hardware and software to the City wide Keyscan security access system allowing for network access.

BACKGROUND:

In previous years, security access upgrades were done at the Municipal Building, Annex, Water Department, Community Arts Center, Public Works Department and all three firehouses. All locations were upgraded to the Keyscan VII Access System which resides on one computer in the IT department and allows for network access by individual users. Until the upgrade each building maintained individual computers that handled the access software. By utilizing the City's computer network system, costs of individual computers at each location and phone lines have been reduced or eliminated. In addition, access by HR to the system will allow easy addition or replacement of key fobs or badges and the ability to access the history of gained access to the building. Digital Visions has been sole sourced for this project due to their familiarity with the previous Keyscan projects throughout the City and due to their specialized engineering skills and aptitude.

This request is listed in the CIP as # FAC-13-701, Justice Center Repairs and Upgrades (\$40,000)

RECOMMENDATION:

It is recommended that the City Council authorize and direct the preparation of legislation authorizing the appropriation of funding in the amount of \$26,425 from the Capital Improvement Fund for the upgrade of the Justice Center Card Access System.

Rules suspension is being requested to facilitate the work.

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: Brian BrownApproved for Content by: Carol ButtsFinancial Review (where applicable): Mary HightLegal Review (where applicable): John A. ClemmonsAccepted for Council Agenda: Alexa Wilson

11 C 121 A

Digital Visions, LLC
11711 Princeton Pike
Suite 321
Cincinnati, OH 45246
(513) 671-3660

Estimate

Date	Estimate #
05/01/2013	2131
Exp. Date	
06/01/2013	

Address
Mr. Brian Rose
City of Fairfield
701 Wessel Dr.

P.O. Number
Justice Center

Description	Quantity	Rate	Amount
• Keyscan 8 Reader control board with relay boards, power supply, and network communicator.	2	4,000.00	8,000.00
• HID Large Mullion Proximity Reader. Police Employee Entrance, Police Chief Entrance, 911 Dispatch Hallway (2), Court Lobby to Hallway, Judges Entrance Outside, Judges Entrance to Lobby.	7	200.00	1,400.00
• Request to Exit Motion and Door Contact	6	125.00	750.00
• Rutherford Controls Electric Strike	3	295.00	885.00
• Sargent Blank Face Plate Lock Cover	3	200.00	600.00
• 10 amp, 12VDC Power Supply for doors.	2	395.00	790.00
• Installation, Cabling, and Configuration in Keyscan Software. Keyscan panel will be installed into each of the 2 network closets. Card readers and peripherals will be cabled to the closest panel.	1	8,400.00	8,400.00
• Key Fobs 26 Bit	100	6.00	600.00

All estimates are valid for 30 days from the date issued.

Total \$21,425.00

Accepted By

Accepted Date

11 (C) (2) *



4595 Chambersburg Rd
Huber Heights, OH 45424

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

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
3/24/2013	10-15114

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

Description	Qty	Cost	Total
Truck 6312 6319 Furnish and install Parkhurst 10 ft Structureline platform, structural long sills and cross sills, 3/16" smooth steel floor, bulkhead 42" high, 14" lift out solid sides split in two 5 ft sections, reinforce curbside rear of platform for crane. Body painted black, Lights per FMVSS108.	1	26,965.00	26,965.00T
Install Buyers aluminum back pack toolbox with flat floor (no offset) BP824624. Stainless steel hinges and latches, automotive bulb doors seals, bright treadplate aluminum construction, spring mount hardware.	1		0.00T
Install Buyers 60X18X18 aluminum underbody box. 1705115. Stainless steel hinges, and latches, automotive bulb door seals, bright treadplate construction, one each side under cross box	2		0.00T
Furnish and install Eagle EDL-16-86 liftgate, 82X36+4" taper steel treadplate platform, 1600 lb capacity, steel frame painted black. Direct lift hydraulic cylinders.	1		0.00T
Furnish and install a SHO ME directional LED arrowboard with cab control mounted to cab shield rear facing	1		0.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)
Total

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

Signature _____



4595 Chambersburg Rd
Huber Heights, OH 45424

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

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address

City of Fairfield
8870 North Gilmore Rd.
Fairfield, Oh 45014

Date	Estimate #
3/24/2013	10-15114

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

Description	Qty	Cost	Total
Install CTWLD4 LED amber strobe lights, 2 in grille and 2 rear of body all switched in cab	1		0.00T
Install SHO ME mini bar 16" with super LED's amber permanent mount with switch in cab	1		0.00T
Install Fleet poly fenders over rear wheels	1		0.00T
Install backup alarm	1		0.00T
Install EZ step slide out 2 rung ladder with grab handle on bulkhead	1		0.00T
Install 16000 lb capacity receiver hitch and D-rings, 7 way trailer plug	1		0.00T
Install heavy duty telescoping manual outriggers, manual out curbside and manual down both sides, crank handles, spring up.	1		0.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

Total

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

Signature _____



4595 Chambersburg Rd
Huber Heights, OH 45424

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

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

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

Date	Estimate #
3/24/2013	10-15114

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

Description	Qty	Cost	Total
Furnish and install Liftmore 3200REE-15 crane, 10000 ft lb moment rating, 12VDC planetary gear winch, 62 ft of 1/4" galvanized aircraft cable, traveling block, 18 ft pendant control, 150-amp circuit breaker, master disconnect switch, load limiting sensor, anti two block, ANSI compliant, power boom extension to 11 ft with manual extension to 15 ft. Boom support. Includes 2 ft pedestal for flatbed mounting.	1		0.00T
Install springs to curbside rear to level chassis	1		0.00T
Option: Furnish wireless Mega FM radio control for crane operation add \$1110.00			0.00T
Option: Fabricate and install a water tank from 304 stainless steel mounted between long sills of flatbed, 120 gallon capacity, baffled, tank fill and drain. Add \$2500.00			0.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%) \$0.00

Total \$26,965.00

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

Signature _____

ITEM NO. 116(2)A

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/13/13

It is necessary that City Council authorize an appropriation to fund the purchase of an automated pool cleaning system at the Fairfield Aquatic Center.

FINANCIAL INPACT:

An appropriation in the amount of \$2,000.00 is necessary to fund this proposal.

SYNOPSIS:

It is necessary for City Council to authorize the funding for the purchase of an automated pool cleaning system at the Fairfield Aquatic Center.

BACKGROUND:

The Parks and Recreation Board identified in its 2003-2017 Capital Improvement Program an item for the Aquatic Center Improvements, Maintenance and Renovations. The purchase of the automated pool cleaning system was included in this project. The pool cleaning system should provide for efficiencies in the operation since the pool cleaner will operate during the overnight hours without the need for manpower usage. A conceptual design is attached.

RECOMMENDATION:

It is recommended that City Council authorize the appropriation necessary for purchase of the automated pool cleaning system for the Fairfield Aquatic Center in accordance with the proposal on file in the office of the City Manager.

LEGISLATIVE ACTION:

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

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

Prepared by: Brian Will
Approved for Content by: [Signature]
Financial Review (where applicable): Wayne Hight
Legal Review (where applicable): [Signature]
Accepted for Council Agenda: Kiana Wilson

11(C)2)A

Project Number: REC-13-001 **Dept:** RECREATION FACILITIES **Bid Date:** 03/01/2013 **Priority:** Minor **Need:** Maintain Current Service Level

Aquatic Center Improvements, Maintenance and Renovations

2013 - Routine Replacement / Renovation of pumps, filters, site amenities (piping repairs/filter replacement at baby pool and site upgrades)

2014 - Routine Replacement / Renovation of pumps, filters, site amenities

2015 - Pool Liner for main pool, built in 1997

2016-2017 Routine Replacement / Renovation of pumps, filters, site amenities (as needed)



	2013	2014	2015	2016	2017
	\$20,000.00	\$5,000.00	\$95,000.00	\$5,000.00	\$5,000.00

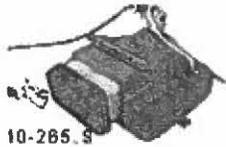
City Funding Source:	Amount:
Recreation Facilities Fund	\$135,000.00

Planning / Engineering / Legal: \$0.00	Impact On Operating
Acquisition of Property / ROW: \$0.00	Personnel Costs: \$0.00
Construction: \$0.00	Other Costs: \$0.00
Equipment / Vehicle: \$135,000.00	Total Operating Costs: \$0.00

City's Cost: \$135,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$135,000.00

Recreonics

10-270



10-265.S

10-260



10-278

Item #10-270

King Shark2 Plus

\$5,799.28

[Add to Cart](#)

This fully automatic swimming pool cleaner is for pools 30' x 60' and larger and can clean an Olympic size pool in less than 5 hours. Same features as the King Shark 2 but also equipped with a wireless remote control unit and control box with time. These added flexibility features are great for spot cleaning or scheduling a cleaning time. Comes with caddy cart, handy for transporting and storing. 150' cord. Dimensions: 15" x 25 1/4" x 29". Weight: 72 lbs. (Ship Weight: 125 lbs.)

Item #10-265.S

King Shark2

\$3,907.16

[Add to Cart](#)

The King Shark 2 pool cleaner with swivel is for pools 30' x 60' and larger and is fully automatic and self-contained with no hoses or filter hook-ups required. Removable filter rinse clean in minutes. Completely cleans an Olympic size pool in less than 5 hours. 150' cord. Dimensions: 15" x 25 1/4" x 29". Weight: 64 lbs. (Ship Weight: 110 lbs.)

Item #10-260

King Shark

\$1,554.38

[Add to Cart](#)

The King Shark automatic pool Cleaner is for pools 30' x 60' and smaller and provides quality and reliable cleaning for smaller pools. It too is fully automatic and completely self-contained, requiring no special hoses or hook-up. Removable filter rinses clean in minutes. Cleans pools up to 30' x 60' in 3 hours. 100' cord. Dimensions: 16 1/2" x 16" x 18". Weight: 48 lbs.

Item #10-278

TigerShark II

\$1,893.92

[Add to Cart](#)

The TigerShark calculates the size of the pool and programs itself for the most efficient cleaning pattern. The on-board pump sucks up debris while roving the pool bottom and walls. Features an easy clean cartridge filter - simply rinse clean with a garden hose. Comes with remote control, control box, spare set of filters and caddy cart. Dimensions: 11 1/2" w x 15 1/2" l x 15 1/2" h; Weight: 22 lbs.

ITEM NO. 11/C/21A

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: 5/13/13

It is necessary that City Council authorize an appropriation to fund a play feature at the Fairfield Aquatic Center.

FINANCIAL IMPACT:

An appropriation in the amount of \$8,875.00 is necessary to fund this proposal.

SYNOPSIS:

It is necessary for City Council to authorize the funding for the purchase of a play feature at the Fairfield Aquatic Center.

BACKGROUND:

The Parks and Recreation Board identified in its 2003-2017 Capital Improvement Program the installation and/or replacement of play structures throughout the Fairfield Parks system (PRK-13-002). The play feature being purchased will replace a larger play structure within the baby pool area of the aquatic center; the current play structure will be relocated to Point Pleasant Park. The new play feature has a musical component and will provide the younger children with an additional play experience at the aquatic center. A conceptual design is attached.

RECOMMENDATION:

It is recommended that City Council authorize the appropriation necessary for purchase of the play feature for the Fairfield Aquatic Center in accordance with the proposal on file in the office of the City Manager. Suspension of rules and adoption is requested for that the play feature may be installed prior to the opening of the Aquatic Center.

LEGISLATIVE ACTION:

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

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

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

11 (C) 23A

Project Number: PRK-13-002
Dept: PARKS

Bid Date: 04/01/2013
Priority: Minor
Need: Quality Of Life Development Driven

Playground Equipment

Installation and/or replacement of various Play Structures throughout the parks system; either due to aging of structure or safety of user.

2013 - Relocation of FAC structure to Point Pleasant and new structure at FAC

2014 - Replacement/repair of aging structures in various parks

2016 - Feature/theme play structure at Harbin Park



	2013	2014	2015	2016	2017
	\$40,000.00	\$40,000.00	\$0.00	\$80,000.00	\$0.00

City Funding Source:

Tax Recreation Fund

Amount:

\$120,000.00

Outside Funding Source:

State Grant

Amount:

\$40,000.00

Planning / Engineering / Legal: \$0.00

Acquisition of Property / ROW: \$0.00

Construction: \$0.00

Equipment / Vehicle: \$120,000.00

Impact On Operating

Personnel Costs: \$0.00

Other Costs: \$0.00

Total Operating Costs: \$0.00

City's Cost: \$120,000.00 **Outside Funding:** \$40,000.00 **Total Cost:** \$160,000.00



P.O. Box 3315
 Alliance, OH 44601
 800-762-7936 Toll Free
 330-821-4505 Fax
 www.davidwilliamsassociates.com
 info@davidwilliamsassociates.com

QUOTE
 #30677

04/17/2013

Fairfield - Baby Pool Area - GT Jams

Fairfield, City of
 Attn: Brad Williams
 411 Wessel Drive
 Fairfield, OH 45014-4999
 Phone: 513-867-5348
 Fax: 513-867-6070
 bwilliams@fairfield-city.org

Project #: P13863
 Ship To Zip: 45014

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Gametime - Calabazo and Ashiko & Djembe Music Panels	\$2,044.00	\$2,044.00
1	RDU	Gametime - Ganza, Udus and Ashiko & Djembe Music Panels	\$3,359.00	\$3,359.00
1	RDU	Gametime - Ganza and Calabazo Music Panels	\$2,198.00	\$2,198.00
1	INSTALL	Gametime - Installation of Above GT Jams	\$1,300.00	\$1,300.00

SubTotal: \$8,901.00
 Discount: (\$380.05)
 Freight: \$336.74
Total Amount: \$8,857.69

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Delivery: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Order Information:

Bill To: _____
 Contact: _____
 Address: _____
 City, State, Zip: _____
 Tel: _____
 Fax: _____
 eMail: _____

Ship To: _____
 Contact: _____
 Address: _____
 City, State, Zip: _____
 Tel: _____
 Fax: _____
 eMail: _____



P.O. Box 3315
Alliance, OH 44601
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com
info@davidwilliamsassociates.com

QUOTE
#30677

04/17/2013

Fairfield - Baby Pool Area - GT Jams

Acceptance of quotation:

Accepted By (printed): _____

Date: _____

Title: _____

P.O. No: _____

Telephone: _____

Fax: _____

Purchase Amount: **\$8,857.69**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Bob Geisler
Salesman Signature

Customer Signature

CITY OF FAIRFIELD
 BABY POOL AREA
 FAIRFIELD, OH

Comments:

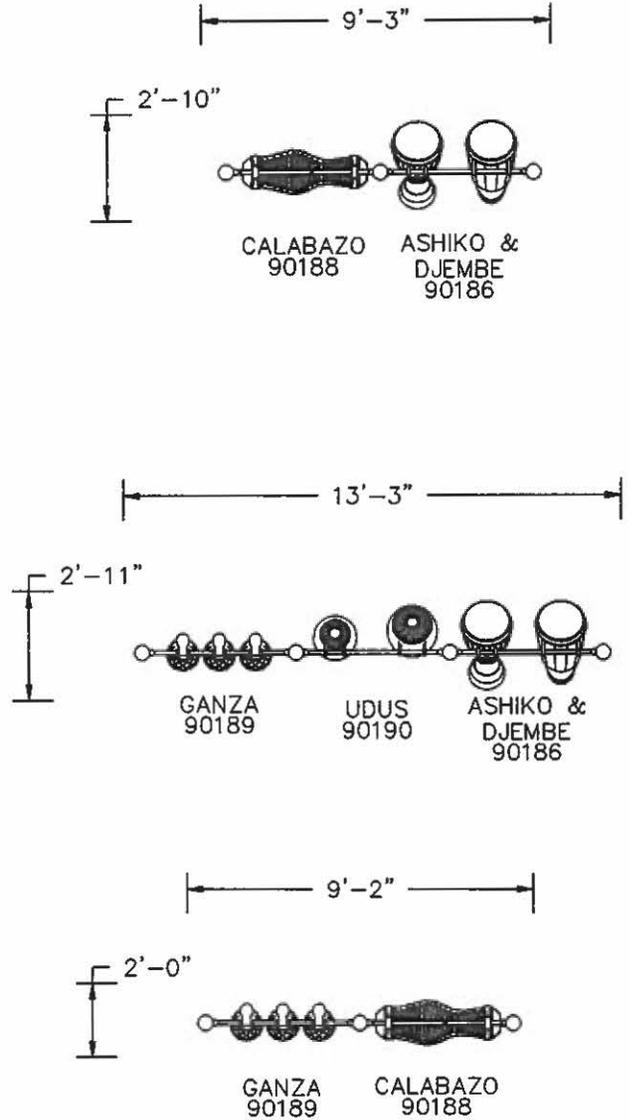
This play equipment is recommended for children ages 2 - 12.

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1467 and Canadian Standard CAN/CSA-Z-614.

**DAVID
 & WILLIAMS
 ASSOCIATES**
 1-800-762-7936
 www.davidwilliamsassociates.com



Drawn By: VL	Scale: 1" = 5'-0"	
Date: 4.17.2013		
Drawing Name: BFAIRGTJAMS		
No.	Revision	Date



KAPLAN
FAST SHIPPING SERVICE

Shop Services Resources

Search our Site...

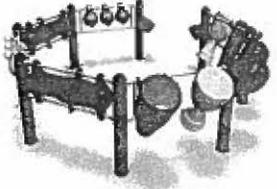
1-800-334-2014
Find a local Kaplan representative

(Click to chat live!)

Home > Shop > Playground > Music

Drum Circle

★★★★★ Be the first to [write a review](#)



(Click on image for larger view)

Price: \$7,540.00

Status: Ships From Manufacturer Truck Delivery

Item Number: 48936

[More info](#)

Description Truck Deliveries Playground Products

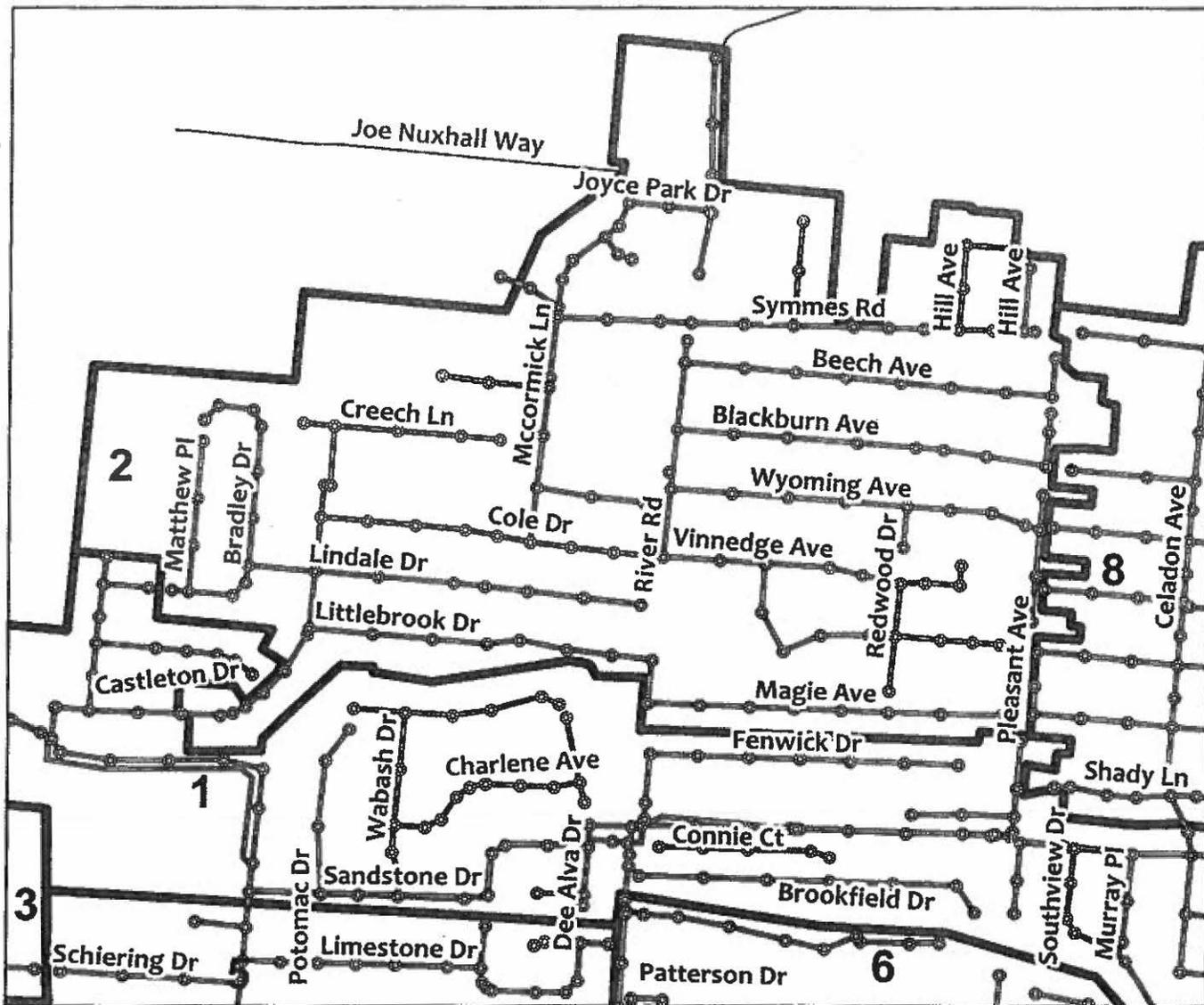
Age: 2 - 12 years
 Size: 11' 8 1/8" x 11' 6"
 Weight: 330 lbs.

- Affordable
- Space saving
- No use zone
- No safety surfacing required
- Accessible
- Great addition to any play area
- Exclusive GT Jams Playbook is included with each GT Jams order.

* This item will be drop shipped directly from the vendor. Please allow 2-6 weeks for delivery.

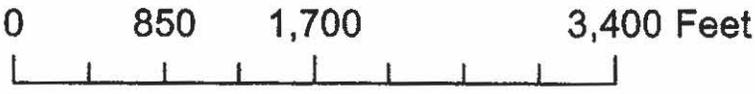


Manhole Rehabilitation 2013 Sanitary Sewer Basin #2



Map Legend

-  Sewer Manhole
-  Sewer Main
-  Sanitary Basin



D.A. Van Dam & Associates

Products with Proven Technology & Proven Results Since 1970

1540 Fisher Drive
Hubbard, Ohio 44425
Phone 888-818-0016 Fax 330-759-9091

Bid Date:
Project Name:
Location:

Date 2-5-2013
Quote # DAV

Bill To: City of Fairfield, Ohio zip 45014
Annual purchasing of Flex Seal Utility Chimney Seals
To Be installed with your crews

Ship To:

NOTE: Flex Seal master kits cover 12 vertical inches on a manhole.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Cissy	QUOTE		TRUCK		

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
145	Flex Seal master kit covering 12 vertical inches per manhole.	\$169.50	24,577.50
	Freight charges FOB Loretto, MN. Estimated	\$395.00	395.00
	Re-certification is free with this amount ordered. Trainer is getting booked, looking currently at a May re-certification time frame.		

NOTE: 2 1/2 % interest on all outstanding invoices over 30 days

Make PO's to D.A. Van Dam & Associates
Hubbard, Ohio 44425-3303
PH: 888-818-0016 Fax: 877-882-6339

Total \$ 24,972.50

For questions regarding quote call Dan Van Dam at 888-818-0016 / Cell at 330-819-6833
or email dvandam@davandam.com

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

45449

Telephone: 937-847-2665

1/30/13 Bid ID: 5248025 FAIRFIELD BOOK 108 RADIOS

Page 1

Quantity	Sell Per	Description	Unit Price	Extended Price
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 ***** JOB DESCRIPTION *****
 FAIRFIELD BOOK 108 RADIO REPL.

BID PRICING VALID 30 DAYS

WE ARE PLEASED TO PRESENT THE
ENCLOSED PROPOSAL FOR THE ABOVE
REFERENCED JOB.

PRICES ARE SUBJECT TO CHANGE AT
TIME OF SHIPMENT.

PRICES DO NOT INCLUDE SHIPPING
CHARGES, HOWEVER SHIPPING
CHARGES ARE ONLY APPLIED IF EJP
IS CHARGED. CHARGES WILL BE
STATED UNDER LINE ITEM ON BID IF
CHARGES MAY OCCUR

THE ENCLOSED QUOTATION IS OUR
INTERPRETATION OF THE ENGINEER'S
SPECIFICATIONS AND DRAWINGS.

ALL MATERIALS, QUANTITIES, AND
SIZES ARE >**ESTIMATED**< ONLY.

FINAL PRICING WILL BE BASED ON
REVISIONS RECEIVED BY FORMAL
SUBMITTALS.

ALL ITEMS THAT ARE NOT NORMALLY
STOCKED ARE NON-RETURNABLE.

ALL CURRENT TERMS AND CONDITIONS
APPLY & ARE SUBJECT TO APPROVAL.

RESPECTFULLY SUBMITTED BY
TEAM EJP WEST CARROLLTON,
STEVE GRIFFITH

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

45449

Telephone: 937-847-2665

1/30/13 Bid ID: 5248025 FAIRFIELD BOOK 108 RADIOS

Page 2

Quantity	Sell Per	Description	Unit Price	Extended Price
		TEAM EJP DOES NOT ACCEPT RESPONSIBILITY FOR PRODUCT COMPLIANCE WITH THE "BUY AMERICAN" CLAUSE OF THE AMERICAN RECOVERY & REINVESTMENT ACT.		

Package 00001

44	EA	510M MXU NP SP 3W W/LD&HR	139.00	6,116.00
124	EA	510M NP SP TC W/ LD&HR	150.75	18,693.00
132	EA	520M PS SP TC W/ LD&HR	158.21	20,883.72

Package Sub-total:

45,692.72

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: May 13, 2013

Corridor Landscaping for the Winton/South Gilmore Project.

FINANCIAL IMPACT:

\$48,565.00 from the ^{Capital}~~Street~~-Fund for multiple purchase orders.

SYNOPSIS:

It is necessary for City Council to appropriate funding for median landscaping, irrigation, and signage for the I-275 Winton/South Gilmore Corridor Project. Various quotes have been solicited. Jim Hauer Masonry Inc. has submitted a proposal for \$22,074 for the decorative sign. It is preferable to use Jim Hauer as they did the associated masonry on the project. Landform submitted a price of \$26,491.00 for the landscaping. It is preferable to use Landform for the landscaping as they had previously done the irrigation however a second bid from TR Gear was also solicited (\$27,253.21).

BACKGROUND:

The project to widen northbound South Gilmore / Winton Road from Smiley to Kolb with additional widening for northbound Gilmore at Mack and Southbound Gilmore at the eastbound I-275 off-ramp began in October 2011. The bridge over I-275 has been widened and improved to accommodate this widening. This project is a safety project to limit congestion and reduce accidents by adding capacity, improving lane utilization through signing and striping, and improved signal timing through system analysis. The project also includes aesthetic enhancements in and around the bridge over I-275 which will serve as a gateway to both Cities. The project was programmed in the CIP as PWA-11-101.

The City of Fairfield has worked with our consultant; Burgess and Niple; the Ohio Department of Transportation, Forest Park, OKI, and with various stakeholders in order to bring this project to the point where ODOT is ready to bid the project. The Federal Funding being granted by OKI and administered through ODOT requires that the project be bid, administered, and inspected by ODOT.

This additional funding is for items not practical for the grants applied for this project and not in the City's best interest to be performed by a general contractor administered through ODOT.

RECOMMENDATION:

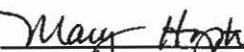
It is recommended that City Council approve legislation for an appropriation in the amount of \$48,565.00 from the Street Fund.

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

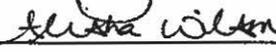
Emergency Provision Needed? yes no If yes, explain above.

Prepared by: 

Approved for Content by: 

Financial Review (where applicable): 

Legal Review (where applicable): 

Accepted for Council Agenda: 

CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM

2013 SOUTH GILMORE ROAD - ISLAND LANDSCAPING

These quantities are estimates, based on anticipated projects for the current year. Contractors should not regard the estimated quantities shown on the Proposal Form to be a commitment from the City of Fairfield to purchase these amounts.

The undersigned proposes to furnish work meeting the specifications attached hereto for the sums listed and totals below:

The City of Fairfield reserves the right to delete any item or change the quantity of any item listed above.

CONSIDERATION FOR MATERIAL: 14,173.21

CONSIDERATION FOR LABOR: \$13,080.00

TOTAL LABOR AND MATERIAL: \$27,253.21
(amount in figures)

TOTAL AMOUNT WRITTEN IN WORDS: Twenty seven thousand two hundred fifty three dollars & 21/100

[Signature], G.M. SIGNATURE

Michael J. Bailey NAME

General Manager TITLE

T.R. Gear Landscaping, Inc COMPANY

3300 Port Union Rd. ADDRESS

Fairfield, Ohio 45014 CITY/STATE/ZIP

513-860-3300 TELEPHONE

31-1156927 Social Security # of
Company Owner or Federal I.D.#

Addendums Received: No. _____ Yes _____ No X

CITY OF FAIRFIELD, OHIO
SECTION N
PROPOSAL FORM

2013 SOUTH GILMORE ROAD – ISLAND LANDSCAPING

These quantities are estimates, based on anticipated projects for the current year. Contractors should not regard the estimated quantities shown on the Proposal Form to be a commitment from the City of Fairfield to purchase these amounts.

The undersigned proposes to furnish work meeting the specifications attached hereto for the sums listed and totals below:

The City of Fairfield reserves the right to delete any item or change the quantity of any item listed above.

CONSIDERATION FOR MATERIAL: \$13,400.00

CONSIDERATION FOR LABOR: \$13,091.00

TOTAL LABOR AND MATERIAL: \$26,491.00
(amount in figures)

TOTAL AMOUNT WRITTEN IN WORDS: _____

Justin Schmidt SIGNATURE

Justin Schmidt NAME

V.P. TITLE

LANDFORM Services, Inc. COMPANY

1485 Symmes Rd ADDRESS

Fairfield OH 45030 CITY/STATE/ZIP

513-939-1100 TELEPHONE

31-1760770 Social Security # of
Company Owner or Federal I.D.#

Addendums Received: No. 0 Yes _____ No None



JIM HAUER

MASONRY INCORPORATED

EMAIL TRANSMITTAL

DATE: 3.29.13

EMAIL: Bmann@Fairfield-city.org

PHONE#: 513.867.4213

TO: City of Fairfield – Ben Mann

FROM: Aaron Hauer

RE: City of Fairfield Stone Monument

BASE BID: \$22,074

Does not include: Winter protection, rain protection, overtime or second shift work, traffic maintenance, utility work, any permits required

Based on: Mutually agreed upon schedule, assumption of reasonable access to site, reasonable on site storage of material and equipment. This proposal is contingent on our right to review, modify, and/or negotiate the subcontract agreement, and any issuance of a subcontract should include this proposal in its entirety.

11340 Sebring Dr. Cincinnati, OH 45240 Phone (513) 825-9862 Fax (513) 825-8106

www.jimhauermasonry.com

ITEM NO. 11/CV2/A

CITY OF FAIRFIELD, OHIO
CITY COUNCIL MEETING COMMUNICATIONS

ITEM:

DATE: 05/13/13

The appropriation of funds for the improvements to the Village Green Park amphitheater.

FINANCIAL IMPACT:

An appropriation of \$ 11,660.00 will be needed

SYNOPSIS:

The project will provide for a natural stone wall and planter system at the front of the amphitheater stage to blend with the stone retaining walls within the park.

BACKGROUND:

The Parks and Recreation Board's 2013-2017 Capital Improvement Program (PRK-13-004) provides funding for miscellaneous improvements within the Village Green/Town Center area. The proposed project will remove a majority of the front stair system of the amphitheater and replace with a natural stone wall and planter system. The original design of the amphitheater has the stage's storm water run-off cascading over the stair system. The new design will capture the water in the stone wall/planter system and eliminate the maintenance/safety concern. Proposals were solicited for this project from Oberer Construction, Outdoor Environments and Midwest Grounds and at this time, Oberer construction is the only contractor to provide the parks department with a bid.

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

RECOMMENDATION:

It is recommended that City Council authorize and direct the preparation of legislation authorizing the appropriation of \$11,660.00 for this project. That includes a 10% contingency

LEGISLATIVE ACTION:

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

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

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

11 (C)21A

Project Number: PRK-13-004 **Dept:** PARKS **Bid Date:** 04/01/2013 **Priority:** Minor **Need:** Quality Of Life Development Driven

Village Green Park/Town Center Campus

Misc. upgrades / renovations to Village Green Park, Library and Town Center;
2013 - 2015 & 2017 Miscellaneous repairs/renovations/upgrades within campus area
2016 CAC Entry Feature



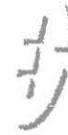
2013	2014	2015	2016	2017
\$15,000.00	\$15,000.00	\$15,000.00	\$70,000.00	\$15,000.00

City Funding Source: Downtown Development Fund	Amount: \$130,000.00
--	--------------------------------

Planning / Engineering / Legal: \$0.00	Impact On Operating
Acquisition of Property / ROW: \$0.00	Personnel Costs: \$0.00
Construction: \$0.00	Other Costs: \$0.00
Equipment / Vehicle: \$130,000.00	Total Operating Costs: \$0.00

City's Cost: \$130,000.00 **Outside Funding:** \$0.00 **Total Cost:** \$130,000.00

Matthew A. Slusher
General Foreman
3150 Encrete Lane
P.O. Box 1353
Dayton, OH 45401-1353
Phone: 937-424-2550
Fax: 937-297-1365



Line Builders

Quotation

To: Randy Hassler	From: Matthew A. Slusher
Fax:	Pages: 1
Phone:	Date: 4/25/2013
<hr/>	
Re: Waste Water Division	
Email: rhassler@fairfield-city.org	City of Fairfield

Urgent For Review Please Comment Please Reply As Requested

Randy, the price to install 96 FO Pigtail LC at 12 different locations at Waste Water Treatment Plant will be \$4,400.00. That includes materials, labor, equipment, & performing OTDR testing when complete.

We appreciate the opportunity to serve you. If you have any questions, please call me at (513) 617-6488.

This e-mail message or fax, including any attachments, may contain confidential or proprietary information. Any unauthorized disclosure, distribution, or other use is prohibited. If you received this e-mail in error, please notify the sender and destroy all copies of the original message

DEPARTMENTAL
CORRESPONDENCE

City
of
Fairfield



TO David E. Crouch, Public Utilities Director
FROM Jason Hunold, Public Utilities Superintendent

SUBJECT CIP – SCADA System Replacement

DATE 05/02/13

The Wastewater Division included in its CIP Budget, Project Number WWD-13-004, a funding request for SCADA System Replacement. There are three main components for a SCADA system: Remote Terminal Units (RTU), Human Machine Interface (HMI), and Communications. RTU's are used for data acquisition and control actions at a specific site. HMI displays data collected from RTU's and is used for programming control actions. Communications is what is utilized to link the hardware. For the SCADA System Replacement project, Fiber Optic cabling is being utilized for Communications. This cabling will need to be terminated at each of the RTU's at the Wastewater Treatment Plant.

I am requesting funding in the amount of \$4,400 to install ninety-six (96) fiber optic pigtail LC connections at twelve (12) locations at the Wastewater Treatment Plant.

If you have any questions regarding the above, please contact me.

Jason Hunold
Public Utilities Superintendent

JH:jh
attachments
13-013

cc: File

ORDINANCE NO. _____

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

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

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

From:	Unappropriated Water Surplus Fund	\$79,222
To:	60516025-252000 Improvements Other Than Building (HVAC and Roof Repairs)	\$19,472
To:	60516025-253400 Computer Equipment (Computer Equipment)	\$10,250
To:	60516025-253200 Capital Equipment (Radio Read Meter Equipment)	\$49,500
From:	Unappropriated Sewer Surplus Fund	\$7,175
To:	62416025-253400 Computer Equipment (Computer Equipment)	\$7,175
From:	Unappropriated Capital Improvement Fund	\$250,545
To:	40216025-253400 Computer Equipment (Backup Software and Tape Drive (\$33,000), Computer Equipment (\$23,575), Mobile Data Terminals (\$45,000))	\$101,575
To:	40216025-253200 Capital Equipment (Security Equipment for Public Works (\$19,000), Welder/Generator for Fleet (\$7,415) & Scissor Lift (\$8,750))	\$35,165

To: 40216025-252000 Improvements Other Than Building \$74,990
*(Security Upgrades at Justice Center (\$26,425) and
Signage & Irrigation for I-275 Winton/South Gilmore
Corridor Project (\$48,565))*

To: 40216025-253100 Automotive Equipment \$38,815
*(Outfitting of Public Works Truck (\$31,465) & Trailer
for Streets (\$7,350))*

From: Unappropriated Recreation Facilities Fund \$2,000

To: 64051125-253200 Capital Equipment \$2,000
(Automated Pool Cleaning System)

From: Unappropriated Tax Recreation Fund \$8,875

To: 20616025-252000 Improvements Other Than Building \$8,875
(Replacement Play Structure at the Aquatic Center)

**Unappropriated Sewer Replacement & Improvement
From: Fund \$13,200**

To: 62316025-252000 Improvements Other Than Building \$13,200
*(Manhole Rehabilitation Materials (\$8,800) &
Upgrades to SCADA System (\$4,400))*

From: Downtown Development Fund \$11,660

To: 41116025-252000 Improvements Other Than Building \$11,660
(Village Green Park Improvements)

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

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

ATTEST:

Clerk of Council

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

Clerk of Council

Active Clients\City of Fairfield\Ordinances\2013\Non Contractual 5-13 - Ord